REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 21, 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 - April 7, 2026
6. Bid Awards and Contract Items
   a. Approval of Task Authorization No. 8 with Hall and Ogle Architects, Inc. for design services for renovations to the REC Center
   b. Approval of a Standard Contract with Open Sky for an America 250 Drone Show at the 4th of July Celebration
   c. Approval of the Donation/Exchange Agreements — Cunningham's Lawn and Landscaping, LLC and AAA Fence for REC Artifical Turf
   d. Approval of Task Authorization No. 8 to Paul Culver Construction, Inc. for the site work for a new bathroom at City Center Sports Complex
   e. Approval of Change Order #1 to Task Authorization #4 to Stanley Consultants, Inc. for continued Post Design Services for St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail Project (CD221)
7. Resolution No. 26-17- Sovereignty Submerged Land Lease for the Port Orange Riverwalk Park Day Dock Project

8. Resolution No. 26-20 - Approval of the Second Quarter Budget Amendments for Fiscal Year 2025-2026

C. RECOGNITION AND PROCLAMATIONS

9. Atlantic High School Basketball Team - Runner-up in the State Finals

D. PUBLIC PARTICIPATION (Agenda)

10. Port Orange Day - Daytona Tortugas

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

F. COMMENTS AND ADDITIONAL ITEMS

11. Council Members
12. City Attorney
13. City Manager
    a. Riverwalk Update
    b. Stormwater Projects Update
    c. Parks and Recreation Bond Projects Update

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Citizen Advisory Committee for TPO

H. PUBLIC HEARING

15. Approval of the request for a Special Exception for a Retail Nursery and Garden Supplies Facility at 1737 Fern Park Drive

I. REGULAR AGENDA

16. Intent to Reject all bids for ITB #25-23 City of Port Orange Hunting Lease

J. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports
    a. First Step Shelter - Councilman Shawn Goepfert
    b. Port Orange South Daytona Chamber of Commerce - Councilman Shawn Goepfert
    c. ArtHaus - Vice Mayor Tracy Grubbs

K. ADJOURNMENT

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

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

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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, 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
APRIL 7, 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

Chuck Helman, resident, requested an approximate start time for item #7 for the Madeline Ave./Pepperhill Stormwater Pond and Pump Station.

CONSENT AGENDA

5. Approval of Minutes
   a. Regular City Council Meeting - March 17, 2026
6. Bid Awards and Contract Items
   a. Approval of Change Order No. 1 to the Masci General Contractor, Inc. Contract for the St. John's River to Sea Loop Shared-Use Nonmotorized (SUN) Trail Project
   b. Approval of Contract with GSM Engineered Fabric, LLC for Belt Filter Press Repairs at the Water Reclamation Facility in the amount of $27,934.00
   c. Approval of Amendment No. 1 to the J&A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing Contract for Wrecker Services
7. Resolution No. 26-18 - Approval of State of Florida Department of Environmental Protection Grant Agreement in the amount of $3,000,000 for the Madeline Ave./Pepperhill Stormwater Pond and Pump Station
8. Resolution No. 26-19 - Tow Rates for Wrecker Service Agreement
9. Approval of a Utility Easement to the City of Daytona Beach Shores on a portion of 2844 Ridge Road for Upgrades to the Force Main

Motion to approve the Consent Agenda as presented was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

RECOGNITION AND PROCLAMATIONS

10. FCCMA Recognition for being a Council-Manager City for 55 years

Ken Parker, resident and representative of the Florida City and County Management Association (FCCMA) and International City/County Manager Association (ICMA), personally commended the Port Orange Police Department and the detective who was very professional and thorough in his investigation during a recent interaction.

On behalf of FCCMA and ICMA, Mr. Parker commended the City, as well as the City Councils of the past, for its charter under the Council Manager form of Government and presented a certificate of recognition for 55 years as a Council Manager form of Government.

11. Water Conservation Month

Mayor Scott Stiltner read the Water Conservation Month proclamation and presented it to Gretchen Smith, Conservation Coordinator with St. Johns River Water Management District. Gretchen Smith commented on water conservation and how each person can contribute to saving water.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Adam Dovi, citizen, commented on over development, and the potential increased burden such as flooding and traffic that it may cause.

John Beldon, on behalf of Port Orange South Daytona Chamber of Commerce, thanked Council for their continued support and updated them on the upcoming Chamber events to include the business after hours event, a CPR class, the Youth Job Fair, After Hours at Daytona, and A Tasteful Affair.

Adam Sari, resident, spoke about a code enforcement issue on his property regarding parking and provided his view on the aesthetics.

Clayton Crain, representing Lazy Acres, commented on the bid process for the hunting lease, some of the events that took place, consistency, and fairness. Mr. Crain suggested the Council hold off on the intent to reject all bids at the next City Council meeting.

COMMENTS AND ADDITIONAL ITEMS

12. Council Members

Mayor Scott Stiltner commented that the Hunt Club item is on the next City Council agenda and conversations will take place at that meeting. In regard to parking, Mayor Scott Stiltner stated the City tries to be as consistent as possible and suggested Adam Sari speak to the Police Department for all legal parking suggestions. Lastly, he advised the Youth Job Fair is going to be Wednesday, April 22, and highlighted the Volusia County Beach Department as a participant.

Councilman Jonathan Foley thanked Clayton Crain for coming to speak since he will not be available at the next meeting and neither will he. Councilman Jonathan Foley believes the Hunting Lease needs to go back out for bid. Councilman Jonathan Foley reported that the Easter Seals are hosting an event for Autism Awareness on April 11 at City Center. Finally, Councilman Jonathan Foley advised he will not seek re-election for his City Council seat. He enjoyed his service and it's been a great honor as Port Orange is a great place to live, work, and raise a family, but his career is taking more and more time, and it would be a dis-service to continue in his capacity.

Vice Mayor Tracy Grubbs thanked Adam Sari for coming in to speak about the parking situation, highlighted the codes in place, and commented on possibly adding pavers for tire tracks in the row and would like to have further discussions on this. Vice Mayor Tracy Grubbs stated the Arthaus grant was released, and they are planning the second phase of the Down Under project. Lastly, he was able to go on a ride along with the Council on Aging and said that is one of the most under spoken agencies that doesn't get the recognition for what they do.

Mayor Scott Stiltner also highlighted the Victim Advocates at the Police Department who work well with the Council on Aging and stated most municipalities/agencies have a similar program.

Councilman Shawn Goepfert stated the City's Parks and Recreation Department is helping the Council on Aging with an annual fundraising event that is coming up in September called Dancing Through the Decades. He thanked staff for the progress on the Jackson and Oak Street project as it looks much safer. Additionally, Councilman Shawn Goepfert looks forward to discussions at the next meeting about the lease agreement on the hunt club property, stating it's a great resource and a great way to get people out in nature.

Councilman Lance Green commented on Consent Agenda item #6a regarding a change order for the River to Sea Loop Shared-Use Nonmotorized (SUN) Trial Project, and asked if there is going to be any more.

Wayne Clark stated there is one more change order on next City Council agenda, provided details on the item, and why there are change orders in place.

Councilman Lance Green looked at Adam Sari's property, commented on why the City has codes and advised the intent of the code is not to park in the front yard. Lastly, Councilman Lance Green stated there is still a need for a city non-emergency line.

Councilman Jonathan Foley advised he spoke with a County Representative on the non-

emergency phone line this week and stated if Councilman Lance Green wants to spearhead this, there may be one or two County Council Members that may be willing to discuss this. Councilman Jonathan Foley agreed the City needs better service for a non-emergency phone line.

13. City Attorney

There was nothing further.

14. City Manager

a. Riverwalk Update

Wayne Clark, City Manager, advised there is some expressed interest in purchasing the Riverwalk property. He advised there will be an in-person site visit in the next couple of weeks and there may be a code amendment coming in June that will put some of the MDA requirements in the written code. In addition, Mr. Clark stated there is positive conversation that Dunkin Donuts is possibly looking to relocate.

Mayor Scott Stiltner stated there used to be legal parking along US-1 and would like to see what the City can do to bring that back and asked Mr. Clark to have staff speak with FDOT about street parking from Meeker Place to the northern City limits.

Wayne Clark mentioned the City will have that conversation and advised the traffic count has gone down on US-1, making the possibility more favorable.

b. Stormwater Projects Update

Mr. Clark reported that the Jackson and Oak Street project is nearly completed. The Cambridge Pump Station Project is moving forward. There was a mandatory pre-bid meeting that took place on April 6 for the Cambridge Project, with thirty people showing up. The bids for the Cambridge Pump Station are due by May 1, the bid should be awarded in June, and construction is anticipated to start later this summer.

Mr. Clark reported that the Sugar Forest Drainage Project is approaching the sixty percent design stage, which is when the City can go to the State agencies to apply for permits, and the design completion is slated for the end of the year.

Councilman Lance Green asked what the percentage of funding is with the Sugar Forest Drainage Project. Mr. Clark provided an update on the funding stating a portion of the Fund Balance will cover some of this project.

Mayor Scott Stilner stated there is a joint meeting coming up with Volusia County and the Army Corps of Engineers, and he would like someone from the City of Port Orange to attend this meeting as well.

Mr. Clark advised the Portona and Powers Avenue Improvements are Transform 386 Projects. The design scope has been finalized, and they will be entering the design phase

this summer.

Mr. Clark provided an update on the FEMA Grant projects, stating there are 13 homes that are going through the elevation process. The City has been given notice that the awards are coming and the anticipation is that the elevations will be completed in 2027.

c. Parks and Recreation Bond Projects Update

Mr. Clark reported the City Center Sports Complex bid release is coming April 17 and staff is expecting to bring the project back to Council for an award in June. The architect is working on the design and permitting for the White Place Project, but this will also be placed into the ECHO cycle in an attempt to get funds from ECHO.

He also stated the Florida East Coast Railway (FEC) owns the land that sits close to the Depot Park, and for the City to make full use of this area, the City will need a lease from FEC. The award for the architect for the REC West Project will come before Council at the April 21 City Council meeting for a vote, and the TPO is discussing feasibility on the Trail project.

Lastly, for the Coraci Sports Project Expansion on the North side, the land is owned by Volusia County Schools and private property owners. The school isn't interested in building a school as enrollment is on the decline so there are talks about possible land acquisitions from both the school and private property owners.

Councilman Lance Green stated he would like to acquire as much of that school land as possible.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Appoint a new Volusia Flagler TPO member

Councilman Jonathan Foley advised that Vice Mayor Tracy Grubbs has been filling in for him when he is unable to attend the TPO meetings. The meetings are typically held on the fourth Wednesday of the month at 9 am, and they typically last about an hour. He also advised that as long as there is a physical quorum, the member can attend virtually.

> Motion to appoint Vice Mayor Tracy Grubbs as the Volusia Flagler TPO member replacing Councilman Jonathan Foley with Councilman Lance Green as the backup was made by Councilman Shawn Goepfert and Seconded by Councilman Jonathan Foley. Motion carried unanimously by voice vote.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2026-4 - LDC Amendment/Chapters 2 and 16 - Outdoor Donation Bins & Temporary Storage Containers (Case No. DCAM-2026-0001)

City Attorney Matt Jones read Ordinance No. 2026-4.

ORDINANCE NO. 2026-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 2 DEFINITIONS AND INTERPRETATIONS AND CHAPTER 16 MISCELLANEOUS REGULATIONS, RELATING TO OUTSIDE STORAGE, ESTABLISHING STANDARDS FOR OUTDOOR DONATION BINS, AND ESTABLISHING STANDARDS FOR TEMPORARY STORAGE CONTAINERS ON NON-RESIDENTIAL PROPERTIES ASSOCIATED WITH CONSTRUCTION AND RENOVATION PROJECTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-4 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

17. Second Reading - Ordinance No. 2026-5 - LDC Amendment/Chapters 2, 14, and 15 - Measurement to Determine Paint Color & Paint Requirements for Murals (Case No. DCAM-2026-0001)

City Attorney Matt Jones read Ordinance No. 2026-5.

ORDINANCE NO. 2026-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 2 DEFINITIONS AND INTERPRETATIONS, CHAPTER 14 ARCHITECTURAL DESIGN, AND CHAPTER 15 SIGNS, RELATING TO DESIGN CRITERIA, UPDATING THE METHOD FOR DETERMINING WHETHER A COLOR QUALIFIES AS AN EARTH TONE OR PASTEL TO ALIGN WITH CURRENT PAINT INDUSTRY STANDARDS; RELATING TO PERMANENT SIGN TYPES, SPECIFICALLY MURALS, CLARIFYING THAT MURALS ARE EXCLUDED FROM PAINT REGULATIONS, EXCEPT THAT REFLECTIVE AND FLUORESCENT PAINTS REMAIN PROHIBITED; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-5 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. FY2025 Audit Discussion with James Moore & Company

Zach Chalifour, CPA with James Moore Co., presented the Annual Audit for the year ending September 30, 2025, indicating another clean audit for the City of Port Orange.

Mayor Scott Stiltner commented on the management of funds and commended the staff for their hard work.

Council members thanked Mr. Chalifour for his thorough and unbiased report and for staff's hard work.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. Volusia Flagler TPO - Councilman Jonathan Foley

Councilman Jonathan Foley provided an update on the Volusia Flagler TPO.

b. General Employee's Pension - Mayor Scott Stiltner

Mayor Scott Stiltner provided an update on the General Employee's Pension Boards Quarterly meeting held in March and asked Wayne Clark to have the Finance Director provide investment returns for the last 6–8 quarters for all three pension plans, so the City can make sure there isn't a plan under performing.

Mr. Clark commented on item #6a for the change order on the Sun Trail Project, stating the damaged sidewalk section is in a City right of way and was a large part of the change order cost. By putting the sidewalk repair in the change order, the State is now responsible for paying to fix the sidewalk. Otherwise, the City would have to pay for it.

ADJOURNMENT - 7:54 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (B6a) Approval of Task Authorization No. 8 with Hall and Ogle Architects, Inc. for design services for renovations to the REC Center

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 8 with Hall & Ogle Architects, Inc. for design services for renovations to the REC for an amount not to exceed $30,000, and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: The REC has been open since spring of 2023 and has proven to be very popular with the community. The REC gets anywhere from 6,000–8,000 visitors on a monthly basis. Over the years, the noise level at the indoor playground and openness of the front desk have presented some challenges for staff. The scope of work for this project is to provide a Schematic Design Package for the renovations to the main lobby/atrium space to provide acoustic mitigation between the playground space and the remainder of the lobby area. Also included are modifications to the front reception area to not only mitigate the sound, but to provide better separation between the public and staff in that area. Some minor renovations to the second floor play area connected to the playground will be included in the scope of work as well. The cost of these services is not to exceed $30,000. This design work was approved in the FY26 CIP budget.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Hall and Ogle Architects Inc. - Task Authorization No 8 - Design Services for REC Center Renovations	Hall and Ogle Architects Inc. - Task Authorization No 8 - Design Services for REC Center Renovations.pdf
2.	Hall & Ogle Architectural Services Contract	Hall & Ogle Architectural Services Contract.pdf
3.	Executed Renewal Form Hall & Ogle Architects, Inc. 4-2-2025	Executed Renewal Form Hall & Ogle Architects, Inc. 4-2-2025.pdf
4.	Hall & Ogle Architects GL AL WC 8.21.2026 PL 10.31.2025	Hall & Ogle Architects GL AL WC 8.21.2026 PL 10.31.2025.pdf
5.	2529.Port Orange Rec Center	2529.Port Orange Rec Center

	Reno.Proposal	Reno.Proposal.pdf

Jennifer Cox	Created/Initiated - 03/24/2026
Susan Lovallo	Approved - 03/25/2026
Sue Wang	Approved - 03/25/2026
Matthew Jones	Approved - 04/08/2026
Wayne Clark	Final Approval - 04/13/2026

TASK AUTHORIZATION NO. 8
Master Contract for Architectural Services dated May 17, 2022
Between the City of Port Orange, Florida and Hall & Ogle Architects, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALL & OGLE ARCHITECTS, INC.**, a Florida corporation withits principal place of business at 208 Magnolia Avenue, Daytona Beach, Florida 32114 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural 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, Architect shall provide services relating to design services for REC Center Renovations, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Architect shall complete the aforementioned services within seven hundred thirty (730) days form the issuance of the Notice to Proceed executed by the City.

4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$30,000.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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, Architect 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 Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect 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) Architect'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 Architect 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 Architect and the City until the City signs this Task Authorization.

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

Witnesses:

HALL & OGLE ARCHITECTS, INC.

By:_____
David D. Ogle, Vice President

_____
Printed Name:_____

Date:_____

_____
Printed Name:_____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Architect's Quote

Consisting of 1 Page

HALL & OGLE ARCHITECTS, INC.
AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

February 25, 2026

Teresa Wiggins, MBA, MSBM, CPRP
Recreation Manager
Port Orange Parks and Recreation
1395 Dunlawton Avenue
Port Orange, FL 32120

Re: Port Orange REC Center Renovations -Task Authorization Proposal

Dear Teresa,

It is my pleasure to submit this proposal to provide architectural services for the proposed renovations to the REC Center.

The scope of work is to provide a Schematic Design Package for the renovations to the main lobby/atrium space to provide acoustic mitigation between the playground space and the remainder of the lobby area. Also included are modifications to the front reception area to not only mitigate the sound, but to provide better separation between the public and staff in that area. Some minor renovations to the second floor play area connected to the playground will be included in the scope of work as well.

The Schematic Package will include floor plans, building sections/elevations, and 3D renderings of multiple design schemes for you and your staff to decide how best to accommodate your needs and further enhance this important facility for Parks and Recreation.

This proposal also includes an Opinion of Probable Construction Cost, as well as a design proposal to provide full Architectural and Engineering services to complete the project through design documentation, bidding, and construction.

The fee proposal is as follows:

Architectural Fee	$	**30,000**

Let me know if you have any questions or require anything further to complete the Task Authorization.

Thank you for the opportunity, we look forward to working with you on this very important project.

Respectfully,

David Ogle, RA, NCARB
Principle/Vice President

CITY OF PORT ORANGE
MASTER CONTRACT
FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 17 day of May, **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 **HALL & OGLE ARCHITECTS, INC.** ("Architect"), a Florida corporation whose principal address is 208 Magnolia Avenue, Daytona Beach, Florida 32114. The City and Architect are collectively referred to herein as the "Parties."

1. *Provision of Services*

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

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional one-year terms, upon review and approval of City Manager and budget appropriation.

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services 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. Architect 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: Architect 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 Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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 Architect 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 Architect 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 Architect 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 Architect'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 Architect 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 Architect. 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 Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall preform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. *Statement if Architectural Services*. The Architect shall:

(a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

(c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);

(e) Furnish all other Architectural 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 Architect 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 Architect 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 Architect 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 Architect 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 Architect shall deliver to the City one set of original drawings 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 Architect 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 Architect is responsible.

(vi) *Bidding*. The Architect shall perform all necessary Architectural 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.

6. *Responsibility of the Architect*. The Architect 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 Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect'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 the Architect 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 the City of others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. 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 Architect.

8. *Expert Witness*. The Architect 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 Architect shall be negotiated at the time the Architect is called as an expert.

9. *Modifications to Scope of Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's 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 of 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 Architect's cost of, or time required for performance of the work hereunder, Architect 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 Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect 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 Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. *Subcontractors and Outside Associates and Consultants*. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individulas or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. *Termination*.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect 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 Architect 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 Architect 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 thee termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and 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 un-fabricated 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 by 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 Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect 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 Architect by reason of the termination and shall thereupon pay to the Architect thee amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect 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 Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, 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 Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect 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 attributed 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 Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. *Examination of Records*

(a) The Architect 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 Architect involving transactions related to this Contract.

(b) The Architect 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 Architect involved in

transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

13. *Public Records Compliance*. The Architect 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 Architect does not transfer the records to the City.

(d) Upon completion of the Contract, Architect shall transfer to the City, at no cost, all public records in possession of the Architect 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 Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.10, Florida Statutes.

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

14. *Termination for Non-Appropriation of Funds*.

(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 Architect. 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.

15. *Insurance* Architect shall maintain insurance, as required herein, during the life of this Contract. Architect 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 Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect'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. Architect may use leased employees if the Architect 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 Architect 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. Architect 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.

Architect 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 Architect is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Architect to ensure the subcontractors maintain the required coverage, shall not relieve the Architect 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 Architect 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 Architect 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 Architect 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 Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount Up to $10 million $10 - $20 million Contracts over $20 million To Be Determined by the City.	Limits Statutory/$500,000 Statutory/$1,000,000	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	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 Architect 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.	
☐	Architect 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.**		

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

17. *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.

18. *Liability for Loss or Damage*. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, 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 Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

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

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

(b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect 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. Architect shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

21. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, 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, Architect shall proceed diligently with the performance of this Contract in accordance with that decision.

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

23. *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.**

24. *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.

25. *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.

26. *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: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: Hall & Ogle, Architects, Inc.
Attention: David D. Ogle, Jr., Vice President
208 Magnolia Avenue
Daytona Beach, Florida 32114
(386) 255-6163 – Telephone
dogle@hoarchitects.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.

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

28. *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.

29. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: Schyler Cerqueira

Printed Name: Pamela Jarosz

HALL & OGLE ARCHITECTS, INC.

By: _____

David D. Ogle, Jr., Vice President

Title: _____

If this Agreement 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 Agreements on behalf of the corporation.

Date: 5.3.2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 3rd day of May, 2022, by David D. Ogle, Jr., as Vice President of Hall & Ogle Architects, Inc., a Florida corporation. He is ✓ personally known or ____ produced _____ as identification.

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

:

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

Witnesses:

CITY OF PORT ORANGE

Printed Name: Matt Jones

By: _____
Donald O. Burnette, Mayor

Printed Name: Jamie Miller

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 17th day of May, 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:

ATTEST:

Printed Name: Lorie Harris

By: Shelby Field for
Robin L. Fenwick, MMC, City Clerk

Printed Name: Tracee Cody

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ____ online notarization, this 17 day of May, 2022, by Shelby Field as Asst. 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.

TRACEE CODY
Commission # HH 263572
Expires May 11, 2026

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

[CA 7788]

EXHIBIT "1"

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages

Hall & Ogle Architects, Inc.

Rates are as follows:

Principal:	$200.00/hr
Sr. Project Architect	$150.00/hr
CAD Technician	$ 80.00/hr
Clerical/Support	$ 50.00/hr

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant's Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

2. Prepare time scaled diagrams 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;

3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);

5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:

   (a) Site Visits/Special Permits: The Architect 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.

   (b) 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. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.

   (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect 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 provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect 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 permitting and regulatory agencies and the Contract Administrator.

   (d) Original Drawings – Final Plans: Upon approval of final plans the Architect 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 Architect 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.

(e) Revision of Final Drawings and Specifications: The Architect 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 Architect is responsible.

(f) Bidding: The Architect shall perform all necessary Architectural 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 the Contract Administrator.

(g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project 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.

(h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

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

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Hall & Ogle Architects, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALL & OGLE ARCHITECTS, INC.**, a Florida corporation withits principal place of business at 208 Magnolia Avenue, Daytona Beach, Florida 32114 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural 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, Architect shall provide services relating to _____ as more particularly described in the Scope of Servicesattached hereto and incorporated herein as Task Authorization Exhibit "1."

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

4. In return for the services identified above, the City agrees to compensate Architect 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, Architect 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 Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect 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) Architect'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 Architect 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 Architect and the City until the City signs this Task Authorization.

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

Witnesses:

HALL & OGLE ARCHITECTS, INC.

By:_____
David D. Ogle, Vice President

_____
Printed Name:_____

Date:_____

_____
Printed Name:_____

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____

Wayne Clark, City Manager ***OR*** Donald O. Burnette, Mayor

_____

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: Hall & Ogle Architects, Inc. ("Contractor")

Name of Contact Person: David D. Ogle, Jr, Vice President

Mailing Address: 208 Magnolia Avenue
Daytona Beach, FL 32117

E-Mail Contact Address: dogle@hoarchitects.com

Phone: (386) 255-6163 Fax: _____

☐ Standard Contract for Service CA No. 8000 (RSFQ 22-03)

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Renewal Term: From May 16, 2025 To: May 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 ✓ 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:** 3.17.25
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-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:** 4/2/25

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

Client#: 1049350 HALLOGL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
2502 N Rocky Point Drive
Suite 400
Tampa, FL 33607

CONTACT NAME: Linda Marini
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525
E-MAIL ADDRESS: linda.marini@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Main Street America Protection Insuranc	13026
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hall & Ogle Architects Inc
208 Magnolia Avenue
Daytona Beach, FL 32114-4306

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	x	x	BP00094451	08/21/2025	08/21/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	x	x	BP00094451	08/21/2025	08/21/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		x	UB8K646459	08/21/2025	08/21/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Professional Liability			DPS5035570	10/31/2024	10/31/2025	$2,000,000 per claim $2,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

City of Port Orange is an additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Port Orange
Purchasing Division
1000 City Center Blvd
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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HALL & OGLE ARCHITECTS, INC.
AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

February 25, 2026

Teresa Wiggins, MBA, MSBM, CPRP
Recreation Manager
Port Orange Parks and Recreation
1395 Dunlawton Avenue
Port Orange, FL 32120

Re: Port Orange REC Center Renovations -Task Authorization Proposal

Dear Teresa,

It is my pleasure to submit this proposal to provide architectural services for the proposed renovations to the REC Center.

The scope of work is to provide a Schematic Design Package for the renovations to the main lobby/atrium space to provide acoustic mitigation between the playground space and the remainder of the lobby area. Also included are modifications to the front reception area to not only mitigate the sound, but to provide better separation between the public and staff in that area. Some minor renovations to the second floor play area connected to the playground will be included in the scope of work as well.

The Schematic Package will include floor plans, building sections/elevations, and 3D renderings of multiple design schemes for you and your staff to decide how best to accommodate your needs and further enhance this important facility for Parks and Recreation.

This proposal also includes an Opinion of Probable Construction Cost, as well as a design proposal to provide full Architectural and Engineering services to complete the project through design documentation, bidding, and construction.

The fee proposal is as follows:

Architectural Fee	$	**30,000**

Let me know if you have any questions or require anything further to complete the Task Authorization.

Thank you for the opportunity, we look forward to working with you on this very important project.

Respectfully,

David Ogle, RA, NCARB
Principle/Vice President

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (B6b) Approval of a Standard Contract with Open Sky for an America 250 Drone Show at the 4th of July Celebration

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the contract with Open Sky for the 4th of July Drone show for an amount not to exceed $66,000, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: America will be celebrating its 250th birthday in July. In anticipation of this celebration, Parks and Recreation Staff would like to include a drone show in coordination with our annual fireworks display on the 4th of July. Funding for this show will be paid partly from the Department's existing budget as well as sponsorships and the veterans banner program. The Department solicited three quotes for this work and Great Lakes Drone Company was the lowest quote at $43,000.00. However, Great Lakes and the City were unable to agree on multiple contract terms. Open Sky was the next lowest bidder ($66,000) and staff was able to reach consensus with them on all terms.

The scope of the show includes the following:

- 200 Drones
- Show Duration: 15-20 minutes
- Customizable Designs
- Sponsor Logo Creation

Below is the bid summary:

1. Great Lakes Drone Company, LLC d/b/a Starlight Aerial Productions ($43,000)
2. Open Sky ($66,000)
3. Sky Elements ($88,000)

PRESENTER: Peter Ferreira

ATTACHMENTS:

1.	Open Sky Drone Contract (040726)	COPO Open Sky Clean Copy Contract 040726.pdf
2.	Open Sky Quote	Open Sky Quote.pdf
3.	Sky Elements Quote	Sky Elements Quote.pdf
4.	StarLight Aerial Productions Quote	StarLight Aerial Productions Quote.pdf
5.	Open Sky Sunbiz	Open Sky Sunbiz.pdf
6.	HTA - Open Sky	HTA - Open Sky.pdf

Peter Ferreira	Created/Initiated - 03/24/2026
Jennifer Cox	Approved - 03/24/2026
Susan Lovallo	Approved - 03/25/2026
Sue Wang	Approved - 03/25/2026
Shannon Balmer	Approved - 04/09/2026
Wayne Clark	Final Approval - 04/13/2026

Show Contract

Open Sky Productions, LLC (the “Company”)
922 S 500 W STE F
Salt Lake City, UT 84101
801-996-4857
Date: 03/03/2026

Project Reference: Drone Show
To: City of Port Orange, FL (the “City” or “Client”)
Address: 1000 City Center Circle, Port Orange, FL 32129

Show Date(s): 7/4/2026
Launch Time: 9:30PM-10PM
Show Size: 200 drones
Venue Name & Address: 1000 City Center Circle, Port Orange, FL 32129

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1) Company Services:
   a) Subject to the terms of this Agreement the Company will provide the following services (the “**Services**”):
      i) FAA flight authorization
      ii) Launch site check (as applicable)
      iii) Standard show design with up to 4 custom animations approved by Client
      iv) Programmed music soundtrack
      v) Duration of show: 12-13:30 minutes
      vi) Staff travel and expenses
      vii) Equipment freight and logistics expenses
      viii) Set up, installation, dismantle of equipment
   b) The Company will be responsible for providing the Special Flight Operations Certificate from the FAA and any other necessary flight authorizations, if required (the “**Company Permits**”). All permits licenses and authorizations other than the Company Permits will be the sole responsibility of the Client.

2) Client Responsibilities:
   a) Access and permission to use the location specified for the show, in such form as the Company may require, in order to obtain the Company Permits and for event coordination, which must be provided at least seven (7) days prior to the scheduled event date
   b) An appropriate site for the Services to be performed. Approval and confirmation of the Latitude and Longitude for the event site must be confirmed by the Client in writing upon signing this Agreement, as the site location and characteristics may influence the design and performance of the Services
   c) All necessary security services to ensure the safety of Company equipment and personnel
   d) All permits, licenses, and authorizations necessary for the event and Services, save and except for the Company Permits.

3) Price Includes:
   a) The Services described above
   b) The Company Permits
   c) Company travel to and from the event location
   a) General Aviation Liability Insurance and Workers Comp coverage

4) Price and Payment Terms:

a) Price for Services: $66,000 (Final Price)

i) 50% due as deposit upon signing of contract in accordance with the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

ii) The remaining balance for the Company Services will be invoiced immediately following the completion of the Company Services. The remainder of the balance due will be paid in accordance with the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5) Additional Provisions:

a) The Client will approve all renderings no later than 5 days before the show, which approval is final, and binding and the Company will perform the show substantially as presented

b) Company shall provide evidence to the Client of workers' compensation coverage of at least $1,000,000

c) Company shall provide evidence to the Client of general liability insurance of at least $5,000,000

d) Company shall provide evidence to the Client of aviation liability insurance of at least $5,000,000

e) Company shall provide the Client with a certificate of insurance endorsing the City of Port Orange as an additional named insured for the above-referenced insurance coverage(s).

6) General:

a) The Terms and Conditions attached as Schedule "A" form part of this Agreement. By signing below the parties each acknowledge that they have had an opportunity to review such terms and conditions and the parties accept and agree to such terms.

b) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature and/or transmitted in electronic form and the parties to this Agreement consent thereto.

THE PARTIES have entered into this Agreement as of.

For and on Behalf of
Open Sky Productions, LLC

_____
Authorized Signature

Name: Brittany Jones

Title: Account Executive

Date: 3/03/2026

The above quotation is accepted by:
City of Port Orange, Florida, a municipal corporation

_____
Authorized Signature

Name: Scott Stiltner

Title: Mayor

Date:

Attest: _____

Robin L. Fenwick, City Clerk

Schedule "A" - Terms and Conditions

1. ***Deposits.*** A deposit equal to fifty percent (50%) of the total price (the "Deposit") is required upon execution of this Agreement to secure your booking. If a show is booked within two weeks (14 days) of the required date, then full payment is required upon booking.
2. ***Payment.*** All payments shall be made by way of a money transfer, wire transfer, or other form of immediately available funds. Any amounts due will be paid in accordance with the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
3. ***FAA Approval.*** Drone shows are subject to the Company obtaining the Company Permits. In the event such Company Permits are not obtained for any reason (other than the failure of the Client to provide any information reasonably requested by the Company to obtain such Company Permits), this Agreement shall terminate, and the sole right and remedy of the Client shall be a refund of any prepaid amounts. In the event such Company Permits are not obtained due to the failure of the Client to provide any information reasonably requested by the Company, this Agreement shall terminate, without liability of the Company to the Client, and the Company shall be entitled to retain the Deposit as liquidated damages, which amount the parties agree is a reasonable estimate of the Company's damages in such circumstance.
4. ***Performance.*** The Client acknowledges that performance of the Services are subject to reasonable technical or other errors, and that the Services shall be deemed to be fully performed provided that at least 90% of the drones function substantially in the manner intended for the Services.
5. ***Limited Warranty.*** All Services to be provided hereunder will be provided in a good and professional manner and in accordance with applicable laws. The Company will not knowingly infringe upon the intellectual property rights of third parties.
6. ***Disclaimer of Warranties.*** The Company makes no representation or warranty whatsoever either expressed or implied, statutory, or otherwise other than as expressly set forth herein and the Client hereby waives the benefit of any such expressed or implied, statutory or other representations or warranties.
7. ***Force Majeure.*** The Company shall not be liable for any modification of the Services or any failure to perform or delay in performance under this Agreement if such modification, failure, or delay is due to any strike, lockout, riot, civil commotion, sabotage, embargo, epidemic, inclement weather, act of government, war, act of God or other cause beyond its reasonable control (each a "**Force Majeure Event**"). Without limiting the foregoing, the Client acknowledges that the performance of the Services and the safety of all person's present is dependent upon suitable weather conditions on the day of the event. The Company will have the sole discretion to determine if weather conditions are suitable for performance of the Services, and may delay, modify, or cancel the Services in their sole discretion.
8. ***Cancellations.*** The Client acknowledges that the Company will spend considerable time and resources in planning the Services, traveling to the event venue and in setting up to perform the Services. In the event of cancellation due to a Force Majeure Event or failure of client to fulfill their contractual obligations, the Client will be issued a credit (the "Credit") equal to the amount of the Deposit less any expenses incurred prior to cancellation, including but not limited to labor costs, fees for Company Permits and other expenses. The Credit may be applied to a future event to be scheduled within one (1) year of the date of the original event date. Future event dates will be scheduled based on availability at the time of booking. Any unused credits will expire one (1) year following the date of the original event. The foregoing credit shall be the Client's sole right in the case of any Force Majeure Event and in no case will the Client be entitled to any refund of any amounts paid.
9. ***Limitation of Liability.*** Limitation of Liability. The aggregate liability of the respective parties, and their officers, directors, employees, agents, and consultants (who shall collectively be included in the definition of the "Company" or "Client" for purposes of this section), whether arising under this agreement, contract, tort, negligence, statutory liability or other legal theory, shall be limited to the direct and actual money damages effectively incurred by the indemnified party.
10. ***Mutual Indemnity.*** Mutual Indemnity. The Company agrees to defend, indemnify and hold harmless the Client, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out the services provided by the Company. Subject to the rights, benefits and immunities of sovereign immunity set forth in Sec. 768.28, Florida Statutes, Client agrees to defend, indemnify and hold harmless the Company, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out of or incident to any acts, omissions, negligence, or conduct of the Client, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Client's negligent acts or omissions, arising out of this Agreement.
11. ***Termination.*** Without limiting any other rights or remedies available at law or in equity or otherwise, the Company may terminate this Agreement if:
    (a) the Client is in breach or default of any of its obligations under this Agreement and such breach or default continues unrectified for fifteen (15) days following the provision of written notice of such breach or default.
    (b) the Client enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against the Client under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law or a receiver, trustee or similar person is appointed with respect to the Consultant's assets; or
    (c) the Client ceases to carry on its business.
12. ***Assignment.*** Neither the Company nor the Client shall have the right to transfer or assign this Agreement or any rights, remedies, obligations or benefits hereunder without the prior written permission from the other party.
13. ***Waiver.*** The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default and shall not act to amend or negate the rights of any party.
14. ***Severability.*** Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of the Company, be ineffective without invalidating the remaining provisions of this Agreement; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by the Client.
15. ***Relationship.*** The relationship between the Company and the Client will, at all times be one of independent contractors and nothing herein shall be construed as implying a partnership or joint venture relationship.
16. ***Public Records Compliance***. Company 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 solely in connection with the performance of services under this Agreement.

    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 119.0701, Florida Statutes, or as otherwise provided by law solely to the extent such records were created or maintained in connection with the performance of services under this Agreement..

    c. Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law, solely with respect to records created or maintained in connection with the performance of services under this Agreement for the duration of the Agreement term and following completion of the Agreement if the Company does not transfer the records to the City.

    d. Upon completion of the Agreement, Company shall transfer to the City, at no cost, only those public records required to be provided under applicable law and solely to the extent such records were created or maintained in connection with the performance of services under this Agreement. Company shall not be required to transfer or destroy materials that are exempt from disclosure, including confidential, proprietary, or trade secret information, which shall be defined as and in accordance with Florida State Statute(s). All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a commercially

reasonable format mutually agreed upon. If Company does not comply with a public records request, the City shall deem the non-compliance a breach of this Agreement only after written notice and a reasonable opportunity to cure, and the Company may be subject to penalties under Section 119.10, Florida Statutes.

COMPANY QUESTIONS RELATING TO COMPANY'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT 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. ***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 Agreement 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 Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
18. ***Headings.*** The inclusion in this Agreement of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
19. ***Applicable Laws.*** This Agreement shall be governed by the laws of the State of Florida. Jurisdiction and venue shall be the courts of Florida in and for Volusia County.
20. ***Entire Agreement.*** This Agreement contains the entire understanding between the parties and other than as expressly set forth herein there are no other terms, conditions, representations, or warranties of any kind. This Agreement may not be modified except by another agreement, in writing, signed by both parties to this agreement.

Charleston 250
Request for Proposals

Date: October 30, 2025
To: Port Orange, FL (the “Client”)
Project Reference: Independence Day Drone Show

Name: Open Sky Productions, LLC (the “Company”)
Address: 922 S 500 W, Salt Lake City, UT 84101
State of Incorporation: Utah
Additional Hubs of Operation: Georgia, Arizona, California
Website: www.openskypro.com
Phone: 801-996-4857 / 678-884-4972 (Brittany)
Contact: Brittany Jones
Email: brittany@openskypro.com

1) Key Show Information:
   a) July Fourth Drone Show
      i) Show Date: July 4th, 2026
      ii) Proposed Drone Count: 150-200 drones
      iii) Show Length: 13-14 minutes
      iv) Show Design: Standard show design with 22-24 animations (4 custom + 3 sponsor logos included)
      v) Music Soundtrack: Custom soundtrack synchronized to the show design
      vi) Launch Time: As directed by Client
      vii) Venue: City Center Circle, Port Orange, FL 32129

   b) Show Pricing with Options:

Option 1 - Single Show - Standard Length Show - up to 14 minutes total

      i) $50,000 - 150 drones
      ii) $66,000 - 200 drones

   c) Included Services: The proposed budget for each show size are all inclusive of planning and production services required for a successful drone light show.
      i) FAA waiver and required flight authorizations or notifications
      ii) Show planning kickoff meeting
      iii) Event planning coordination and COIs
      iv) In-person or virtual site walkthrough
      v) Standard show design approved by Client
      vi) Draft video rendering of show
      vii) Programmed music soundtrack
      viii) Set up, flight, and dismantle of equipment - no on-site power is required

ix) Price is inclusive of permits, travel, freight, lodging and meals

2) Company Information:

a) Relevant Experience:

i) Founded in 2021, Open Sky Productions brings imagination to life through awe-inspiring drone light displays across the USA. Our mission is to deliver professional, unique, and memorable experiences for our clients and their audience. Collectively our founders have spent over 30 years leading and growing companies in the events, entertainment, and technology industries. The Company has flown over 250 drone light shows across the country in the last 12 months for cities, universities, public companies, and private events. Our drone light shows typically range between 100-500 drones with a 10-25 min flight time.

b) Industry Experience:

i) Open Sky Productions specializes in drone light shows in the Southwest and Mountain West areas of the United States. We have flown over 320 shows in the last 24 months with about half of the shows being flown for cities and public events. We purchased our drone hardware and software from US based manufacturer Verge Inc. The Verge platform offers an integrated solution without the need for additional plug-ins from foreign based companies and provides real-time support to our pilots during shows (when needed). We have a flawless safety record with no injuries or NTSB investigations.

ii) Drone Certifications: Our pilots have completed a three day certification course by Verge, have passed the FAA Part 107 remote pilot exam, and hold a current UAS remote pilot's license. Our crew members have received training as visual observers to maintain and enforce FAA safety protocols before, during and after our light shows. Pilot licenses and training certificates are available upon further request.

c) Adverse Actions/Potential Impact:

i) Open Sky is not currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgements or other action that could adversely impact our ability to provide the required RFP needs.

d) Key Personnel:

i) Brittany Jones - Account Executive

(1) Anticipated Involvement: show design discussions, site walkthrough & planning, onsite show production coordination, drone show co-pilot

ii) Evan Petrie - Chief Pilot

(1) Anticipated Involvement: FAA coordination and authorization requests, onsite show production coordination, drone show pilot

iii) Design Team

(1) Our design team consists of 4 full-time employees that contribute to each show and a design project manager.

iv) Production Crew

(1) The drone crew consists of a mix of full-time seasonal employees and contracted production crew for each event. Each crew member is trained as a visual observer to support FAA compliance and safety during our shows.

v) Drone Pilots

(1) We have 4 additional drone show pilots that have each flown dozens of shows over the last year.

e) References:

i) Wilmington, NC - Kim Hufham - (910) 332-8746 - Client since 2024 with 8 drone shows by the end of 2025

ii) MR Global Productions - Mike Ravenhill - 602-318-6786 - miker@mrglobalproductions.com - Client since 2023 with 11 high end productions for celebrity clients

iii) Tusayan, AZ - 845 Mustang Dr. Tusayan, AZ 86023 - Charlie Hendrix - 928-638-9909 - Client since 2022 with 14 drone shows

3) Event Information and Resources:

a) Show Design Process:

i) A design kickoff meeting will be scheduled to discuss the relevant themes and possible designs. Design ideas are captured on a storyboard that will serve as the template for show programming. Typically each animation will take 30-45 seconds to complete when factoring in the transition times (Example). Letters within a drone show will take 10 or more drones to be legible.

ii) Locally relevant content is also encouraged and will be discussed in collaboration with the City. Initial ideas include mountain landscapes, state outline, state flag, local landmarks, cultural heritage and the City logo.. We also will add in patriotic themes that bring the excitement of July 4th (Example).

iii) Show designs can be scaled up and down based on the drone count of the show. (Example).

iv) Content Examples

(1) Sahuarita Winterfest Show Highlights (150 drones) - Transitions into fireworks finale

(2) Sahuarita Fiesta 2024 Recap Video (200 drones)

(3) Sahuarita Independence Day Pyro Drones (200) (Pyro Highlights)

(4) APRA Western Night Show (200 drones) (Video Render, Highlights, Light Painting)

(5) Stadium of Fire July 4th Show (200 drones) (Highlights)

(6) Six Flags Discovery Kingdom (200 drones) (Full Show, Recap, Highlights)

(7) Drone Count Design Comparison

b) Drone Show Site Information:

i) Launch area requirements:

(1) 150-200 drones: 5,000 sqft, plan to launch from a flat surface

ii) Optimal viewing distance for each show:

(1) The best view will be within 1500 feet of the show.

iii) The drone flight area will take up the area identified on RFP

(1) Show design adjustments are made to ensure the drones fly within the available space

(2) The software contains geofence parameters to prevent drones leaving the safety flight area

(3) The show flight area will be clear of spectators and non-show personnel

(4) Open Sky Crew will consist of 4-5 members to ensure a safe flight of the show

c) Required Certifications: The company possesses the required FAA Part 107 waiver for swarm drone light shows. Our operators are certified UAS pilots and have each flown dozens of shows on the Verge flight system. The Company's approved Part 107 waiver reference number is 107W-2025-00276.

d) Required Insurance Coverage: Certificates of Insurance can be provided for the following policies maintained by the company. The Client can be added as an additional insured if requested.
   i) General Aviation Liability Insurance: $5,000,000
   ii) General Liability Insurance: $5,000,000
   iii) Workers Compensation Insurance: $1,000,000
   iv) Automobile Insurance: $2,000,000

For and on Behalf of
Open Sky Productions, LLC

Brittany Jones

_____
Authorized Signature

Name: Brittany Jones
Title: Account Executive
Date: 10/30/2025

City of Port Orange, FL 4th of July

Drone Show Options

by
Collin Dishman

SkyElements
DRONE SHOWS

Who We Are

Sky Elements is the Largest Drone Show Provider in the United States flying over 60% of all known U.S. Drone Shows. Sky Elements has orchestrated and flown some of the largest known drone shows in the world. Just a few of our clients include the MLB, Disney Studios, Marvel, The Seattle Seahawks, Coca-Cola, and many other renowned organizations.

At our heart we are a production company focusing on creating turn-key drone light shows for a variety of clients. From local 4th of July celebration to companies looking to advertise their next big campaign - we are the go-to solution in the industry for drone light shows no matter the project.

Notable Highlights

Americas Got Talent Finalists

On Season 19 of America's Got talent we got the Golden Buzzer in round one and took our drone show talents all the way to the podium with third place.

Pyro Drones

Sky Elements became the first ever drone show provider to receive FAA approval to attach fireworks to drones. We forever changed the world of drone light shows.

World Class – In-house Animation Team

We provide in-house animation work for all of our drone shows. Ensuring that your vision is brought to life exactly how you imagined it

Show Specifications

Our Drone Light Shows are 10-15 minutes in length and are fully custom. Our animations can be as complex as you can imagine - the more drones you add to your show the more resolution that each animation can allow.

25+ MPH Wind Threshold

Custom Designed Show

15 Minute Flight Time

Custom Music Track Curated to your Show

Unlimited Animations

FAA Compliant

FAQ's

What Happens if Weather Impacts My Event?

If you need to cancel your event due to weather – we will gladly reschedule your show for up to a year later at no cost!

How Long Does It Take to Set Up?

Our setup time is usually 6 hours prior to the show time. Some complicated sites may take more time. Before your event you'll receive our exact production schedule.

How Do You Handle Timing The Show?

We will provide to you a rendered video that showcases all our exact timing. On the day of - our pilot will coordinate with you and your team to ensure your show is perfectly synced up!

How Much Space Do You Need?

Our setup space all depends on your drone count. Smaller shows need a setup area the size of a tennis court, and extremely large shows need about half of a football field.

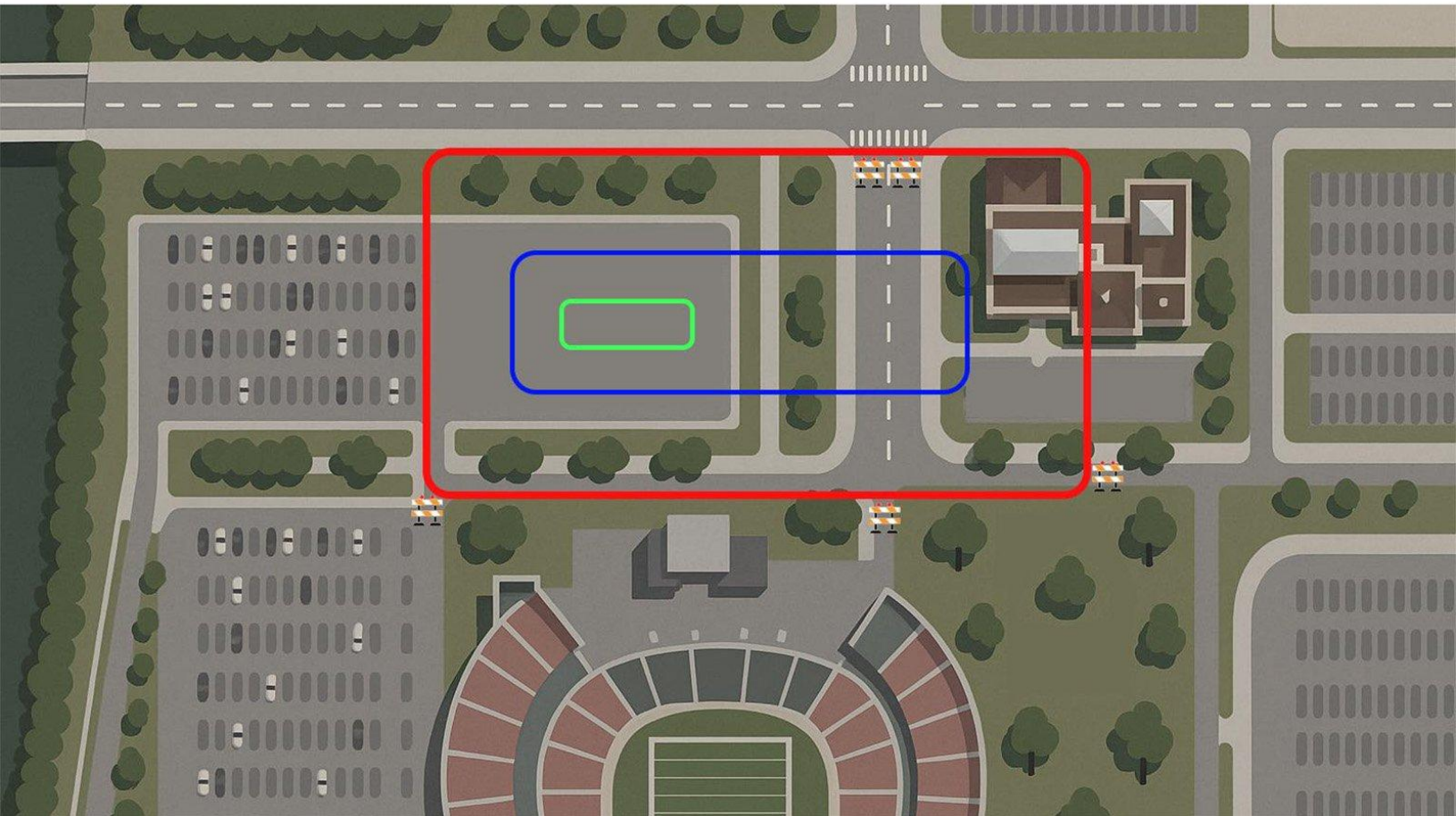
Launch Area

Drones are not allowed to fly over people, moving vehicles, or critical infrastructure. Our setup area is small and tightly controlled during setup. The safety zone expands only during the actual show performance and extends beyond the show area. This expanded zone is essential for safe operations, and a Sky Elements representative will work with you to create a site plan that meets your event's needs.

Safety Zone Extending ~200ft beyond the show performance area – this area needs to have no people, moving vehicles, or activity during the show
Duration ~ 15 Minutes

Performance Area This is the area the drone show will perform. The bigger the area – the better!
Duration ~ 15 Minutes

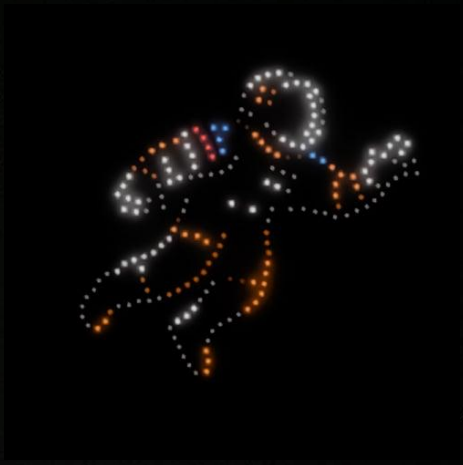
Setup Area This is the area the drones will be placed. More drones will need more space to setup. A 200 Drone show needs roughly the size of a tennis court for setup
Duration ~ 8 hours



Drone Show Sizes

100
Drones

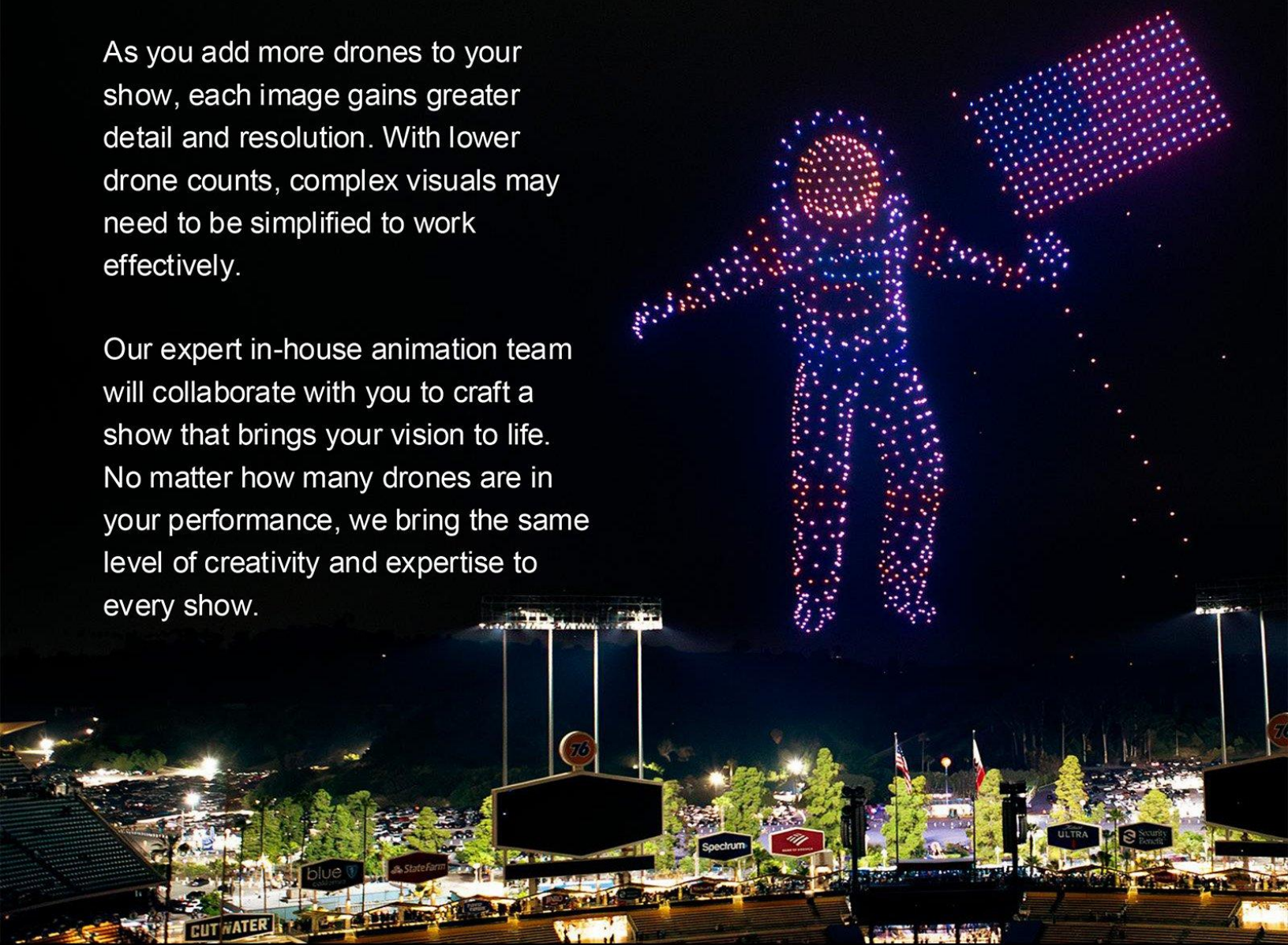
150
Drones



200
Drones

As you add more drones to your show, each image gains greater detail and resolution. With lower drone counts, complex visuals may need to be simplified to work effectively.

Our expert in-house animation team will collaborate with you to craft a show that brings your vision to life. No matter how many drones are in your performance, we bring the same level of creativity and expertise to every show.



The Creative Process

Step 1 – Storyboard

We will take your ideas and create a storyboard for your review. You can edit and make changes here as much as you like, and when final approval is given we move on to Mock-ups.

Step 2 - Mock-Ups

We take your storyboard and mock them up in your chosen drone count. This is a good chance for your team to review and ensure all images look how you imagined. When these are approved by your team we move on to animate your show.

Step 3 - Animation

Before your event - you will receive an exact replica of your drone show via a curated animated video. This will be exactly timed to the performance. Once you approve this - we are ready to come and fly!

Drone Show Pricing

	Good	Better	Best
	100 Drones	**150** Drones	**200** Drones
Drone Show Pricing	$ 40,000	$ 60,000	$ 80,000

Pricing Includes

Pyro Drones

Sky Elements is the first Drone Light Show provider to be able to launch fireworks off of drones. A PyroDrone Show adds a new layer to your entertainment where you can have an extra wow moment like no other. Create a finale moment, highlight your logo, or bring your vision to life and amaze your audience. With the seamless integration of drones and pyrotechnics, we ensure a safe and spectacular display tailored to your event's unique needs.

Snap

Need an extra wow moment? With our starter PyroDrone effect you can add a new way to wow your audience. This package comes with up to 25 PyroDrones and is a great way to make a splash.

+ $15,000

Crackle

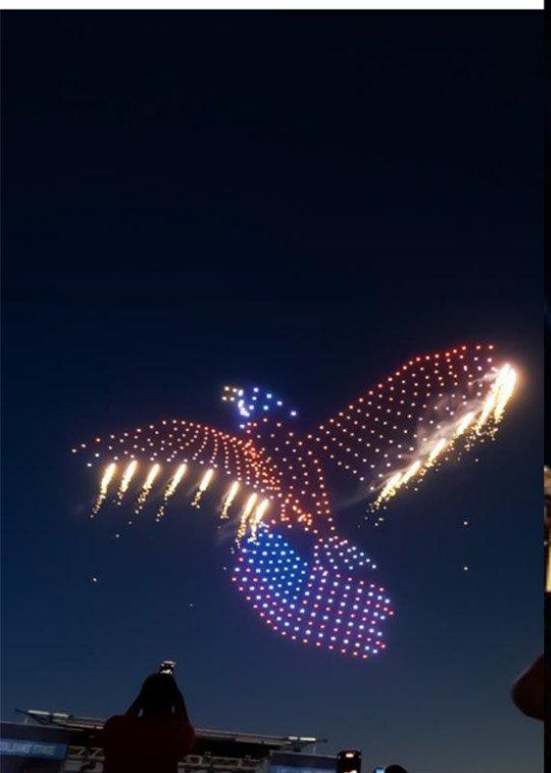
If you need something a bit bigger – this package is right for you. With this package you will receive up to 50 PyroDrones – allowing for 3 smaller hits of pyro, or one large wow moment!

+ $25,000

Pop

Add up to 100 PyroDrones to your show and create a show stopping moment for your crowd. This package is perfect for those who want the best display in Drone Show technology

+ $35,000



Optional Content Capture

$7,500 – The Signature Package – Our in-house team will capture your entire drone show and provide a 30 second recap edit of the event within 7 days of the activation. This package includes a drone camera operator and a ground videographer

$12,000 – Premium Content Capture – With premium content capture you get higher resolution and faster turnaround time. We will provide you with a 30-60 second edited recap video of your drone show and event within 48 hours. With premium content your event will be equipped with a drone camera operator, ground videographer, and a FPV Pilot

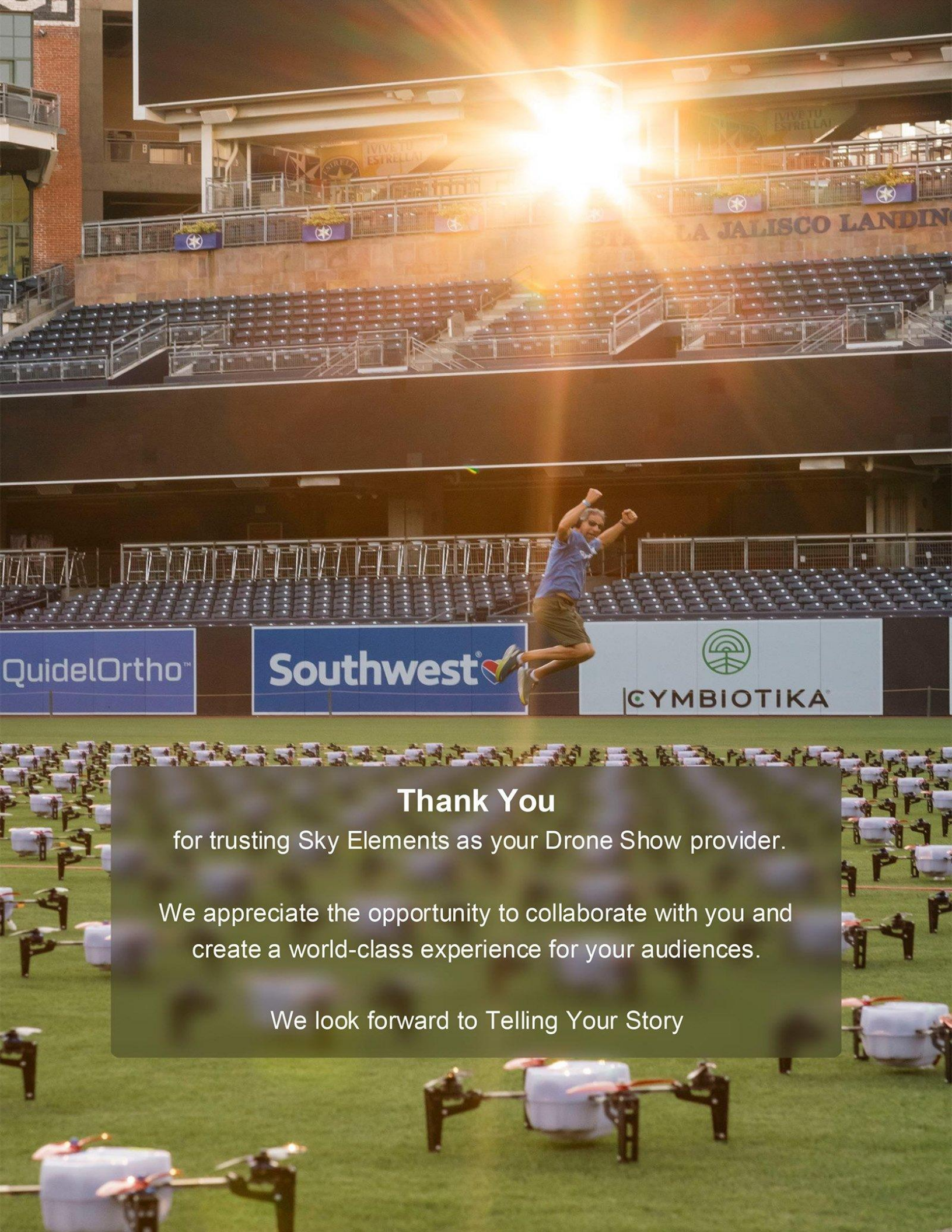
$18,000 – Full Production – We offer comprehensive recap videos of your drone show and event, including a 30-second and a 60-second version, with additional social media aspect ratios available upon request. Our service includes pre- and post-show meetings with your team and Sky Elements' content experts to finalize the shot list and ensure smooth day-of operations. You'll receive additional deliverables such as cutdowns, string-outs, and full cuts. We provide an accelerated post-production timeline, incorporating client feedback.

Some of Our Clients

“Beyond their artistic, creative and logistical excellence in producing a stellar production for us, Sky Elements provides something some may not - Confidence in delivery.

After testing the waters in this space with other providers, we realized quickly that in terms of a trustworthy partner that can cover all aspects of this level of production, Sky Elements is the best in the game.”

-Faham Zakariaei
Senior Director, Promotions &
Special Events Marketing



Thank You

for trusting Sky Elements as your Drone Show provider.

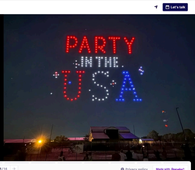
We appreciate the opportunity to collaborate with you and create a world-class experience for your audiences.

We look forward to Telling Your Story

2026 City of Port Orange Parks and Recreation Drone Show Budget Proposal

Presented by

STARLIGHT



Drag, Reading Time: 8 min

Executive Summary

Thank you for the opportunity to partner with the City of Port Orange Parks and Recreation in creating a truly memorable experience for your community. This proposal outlines the details for a custom drone light show by Starlight Aerial Productions, designed to elevate your upcoming event with breathtaking aerial visuals that captivate and inspire.

As leaders in the drone light show industry, Starlight Aerial Productions specializes in crafting safe, high-quality displays that combine cutting-edge technology with artistic innovation. Our shows engage audiences of all ages, fostering a sense of community while providing a safe and eco-friendly alternative to traditional entertainment options.

Read more →

For City of Port Orange Parks and Recreation, our drone show will:

Enhance Community Engagement

Create an awe-inspiring experience that draws people together and strengthens community spirit.

Provide Unmatched Visual Impact

Light up the sky with vibrant, synchronized animations tailored to your event's theme.

Deliver a Safe and Eco-Friendly Alternative

With no noise pollution, fire hazards, or environmental damage, drone shows are a modern and responsible choice for public celebrations.

Introduction

Starlight Aerial Productions is a leader in drone light shows, delivering captivating displays since 2017. Using advanced, American-made drones, we combine technology and creativity to craft unforgettable experiences tailored to each client's vision.

Our expertise shines in high-profile events like the Detroit Lions Drone Show, Sun 'n Fun Night Show, and Thunder Over Louisville, where we've delighted thousands with breathtaking performances.

We are thrilled to partner with the City of Port Orange Parks and Recreation to bring a unique and memorable show that will leave a lasting impression on your community.

Event Overview

Event Date and Time:

Date: July 4, 2026

Time: Dusk/Dark (EST) or a time determined by the client

Location:

Near Port Orange, FL

Expected Audience Size:

8,000 - 20,000 attendees

Community Snapshot:

Based on data from Data USA (2023):

With a population of approximately 63,818, Port Orange is a vibrant and established community—making any public event, including a drone show, a unique opportunity to unite and engage a broad audience.

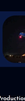
Customization Options

- While the proposed show is based on a standard display, we offer exciting customization options to create a truly unique and memorable experience tailored to your event.
- **Custom Animations:**
  - Incorporate shapes or designs specifically tailored to the City of Port Orange Parks and Recreation, for a more personalized touch.
- **Pyrotechnic Add-Ons:**
  - Elevate the visual impact with pyro effects integrated into the drone display.
- **Interactive App Integration:**
  - A custom-designed app to promote sponsors, provide event details, and create interactive engagement for the audience.
- These enhancements can be explored within the budget to ensure the show reflects the unique spirit of your occasion, with the flexibility to include additional events as needed.

Value Proposition

A drone light show by Starlight Aerial Productions offers a transformative experience that goes beyond traditional entertainment, providing unmatched value for the City of Port Orange Parks and Recreation and the flexibility to enhance future occasions.

- **Unforgettable Engagement**
- **Enhanced Brand Visibility**
- **Innovative Entertainment**
- **Eco-Friendly Alternative**
- **Prioritized Safety**



The dazzling visuals of synchronized drones captivate audiences of all ages, creating a sense of wonder and excitement that leaves lasting memories.

By choosing Starlight Aerial Productions, the City of Port Orange Parks and Recreation ensures a groundbreaking addition to your events, delivering innovative and memorable celebrations that reflect community values and progress.

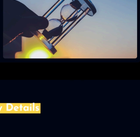
Visual Examples

Logistics

- **Show Duration**
- **Weather Considerations**
- **Footprint and Site Considerations**
- **Timeline for Planning**

Show Duration

- **Winter**
  - 10-18 minutes max
- **Summer**
  - 16-20 minutes (25 minutes max)
- **Ideal**
  - 12-18 minutes



Proposed Drone Show Details

Music

Custom music can accompany the drone show

Guests can enjoy the music via a QR code to sync with the live performance.

Fallout / Safety Distance

Fall-out distance is calculated as 11 ratio plus 50 ft

- Example: drones flying at 100 ft. → minimum 150 ft from guidance

Exact distances determined after finalizing show size and design

Power Requirements

Self-sufficient; no on-site power required

All drone operations and show equipment are powered by our team

Budget Option 1

What's Included:

- **Number of Drones:**
  - 100 drones
- **Content/Theme:**
  - Independence Day
- **Type of Show:**
  - Hybrid (blend of stock & Custom shapes)
- **Customization Options (available within the budget):**
  - Pyrotechnic Add-Ons (additional costs)
  - Interactive App Integration (no additional costs)
- **Travel:**
  - Travel Costs: $3,000.00 unless the show is canceled or rescheduled.
  - Rescheduling: Based on availability.
    - Additional costs apply for rescheduling. Clients have 48 hours to choose between rescheduling or cancellation. If rescheduling beyond the next day, they have 60 days to select a new date. Failure to do so will forfeit the rescheduled or refund. Pricing will be estimated based on location and date.

Total: $33,000.00

Budget Option 2

What's Included:

- **Number of Drones:**
  - 200 Drones
- **Content/Theme:**
  - Independence Day
- **Type of Show:**
  - Hybrid (blend of stock & Custom shapes)
- **Customization Options (available within the budget):**
  - Pyrotechnic Add-Ons (additional costs)
  - Interactive App Integration (included)
- **Travel:**
  - Travel Costs: $3,000.00 unless the show is canceled or rescheduled.
    - Rescheduling: Based on availability.
      - Additional costs apply for rescheduling. Clients have 48 hours to choose between rescheduling or cancellation. If rescheduling beyond the next day, they have 60 days to select a new date. Failure to do so will forfeit the rescheduled or refund. Pricing will be estimated based on location and date.

Total: $43,000.00

Closing Statement

We are excited to partner with the City of Port Orange Parks and Recreation to create a truly unforgettable experience. Our team is committed to ensuring every detail is seamless, and we look forward to bringing spectacular shows to your community.

Thank you for entrusting us with this opportunity!

Looking forward to working together

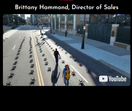
If you have any questions or need additional details, please don't hesitate to reach out. We're here to ensure every aspect of the show exceeds your expectations.

You can contact me directly at (888) 816-0625 Ext 1 or brittanyh@realidaseshowcompany.com.

Let's talk

Visit our website

Brittany Hammond, Director of Sales



Detail by Entity Name

Foreign Limited Liability Company
OPEN SKY PRODUCTIONS, LLC

Filing Information

Document Number	M26000004444
FEI/EIN Number	87-4520130
Date Filed	03/19/2026
State	UT
Status	ACTIVE

Principal Address

7901 4 ST N STE 300
ST PETERSBURG, FL 33702

Mailing Address

7901 4 ST N STE 300
ST PETERSBURG, FL 33702

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4 ST N STE 300
ST PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MBR

MORTENSEN, NATHAN
922 S 500 W STE F
SALT LAKE CITY, UT 84101

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

Florida Department of State, Division of Corporations

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Arizona §
§
COUNTY OF Maricop §

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

1. My name is Valentino Perez. I am over the age of Twenty-one years old. I am the COO (Title) of Open Sky Productions, LLC (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: ~~March 25~~ April 2, 2026
VPP

Signed: [signature]
Print Name: Valentino Perez
Title: COO

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 2nd day of April, 2026 by Valentino Perez as COO on behalf of Open Sky Productions LLC who is personally known to me or who has produced AZ Driver License as identification.

(Notary Seal)
STEPHANIE SISNEROS
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 634726
Expires August 18, 2026

Stephanie Sisneros
Notary Public, State of Arizona
Printed name, commission and expiration of commission term

SKB.7.8.2024. Rev. 9.6.2024

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (B6c) Approval of the Donation/Exchange Agreements — Cunningham's Lawn and Landscaping, LLC and AAA Fence for REC Artifical Turf

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Donation Exchange Agreement with Cunningham's Lawn and Landscaping, LLC and Fence Service, Inc. doing business as AAA Fence and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The landscape bed located at the front entrance of the REC facility currently contains plant material that requires ongoing maintenance and periodic replacement. That area also consistently gets trampled by the users of the facility. City staff was successful in finding two sponsors (Cunningham's Lawn and Landscaping, LLC and AAA Fence) willing to fund the removal of the existing plant material and the installation of artificial turf within the landscape area.

Photos of the REC landscaping

The project will involve:

- Removal of existing plant material in the landscape bed.
- Proper disposal of removed materials.
- Preparation of the landscape area for installation.

- Installation of artificial turf within the designated bed area.

The proposed improvement will enhance the visual appearance of the facility entrance while minimizing long-term maintenance needs for staff.

In exchange for the work being done, the City will display a sponsor sign near the new turf, hang a banner for each company on one court at the REC, recognize the sponsors on the scrolling e-banners in the REC, and highlight the unveiling of the new turf on social media (which will include the sponsor names).

The total value of the exchange is $18,060.00.

PRESENTER: Peter Ferreira

ATTACHMENTS:

1.	Donation-Exchange Agreement w exhibit	Donation-Exchange Agreement w exhibit.pdf

Peter Ferreira	Created/Initiated - 03/12/2026
Susan Lovallo	Approved - 03/13/2026
Sue Wang	Approved - 03/20/2026
Matthew Jones	Approved - 04/10/2026
Wayne Clark	Final Approval - 04/13/2026

PORT ORANGE PARKS AND RECREATION
DONATION/ EXCHANGE AGREEMENT

THIS DONATION/EXCHANGE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF PORT ORANGE, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (hereinafter "CITY"), **Cunningham's Lawn and Landscaping, LLC** and **Fence Service, Inc.** doing business as **AAA Fence** (hereinafter collectively "SPONSORS"). The parties to this Agreement are CITY and SPONSORS. Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires, unless otherwise specifically stated.

WITNESSETH:

WHEREAS, the CITY operates sport and recreational facilities for the benefit and enjoyment of its citizens; and

WHEREAS, SPONSORS desires to contribute to the improvement of the Recreation, Education, Culture Center ("REC") by donating the materials and installation of new turf in the front landscaping buffer of the REC building located at 4655 City Center Circle, Port Orange, Florida ("REC Turf") for the CITY Parks and Recreation Department;

WHEREAS, in exchange for the donation of the REC Turf, the CITY is willing to allow the placement of the SPONSORS' logos on a sign mounted near the REC Turf and recognize the SPONSORS in print and digital media to further acknowledge the SPONSORS for their donation of the REC Turf.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Recitals.**

The above recitals are hereby incorporated in and made a part of this Agreement by this reference.

2. **Term.**

The term of this Agreement shall be for the life of turf from date of completed installation or Nine (9) years ("Term"), whichever is less, except as otherwise provided for herein.

3. **Sponsorship Name and/or Logo.**

All advertising and promotional materials produced, published, broadcast, displayed or exhibited by CITY with respect to the Sponsorship Rights shall acknowledge SPONSORS in a manner agreed to by ALL parties.

A. In consideration of the Sponsorship Contribution, defined hereinbelow in Paragraph 4, the CITY agrees to recognize the SPONSORS by the following (collectively "Sponsorship Benefits"):

1. The exclusive placement of each SPONSORS' logo on a sign near the new turf with the understanding that no other turf sponsorship will be allowed for the Term of this Agreement. The SPONSORS are hereby deemed the official sponsors of the REC Turf and shall enjoy exclusivity as to this Sponsorship Benefit with regard to placement of the logos on a sign near the Turf.

2. Recognition of the SPONSORS with one banner each (two total) hanging in one of the REC courts to be selected by each sponsor.

3. Recognition of the SPONSORS on the scrolling e-banner on three (3) highly visible screens placed throughout the REC.

4. Recognition by a minimum of two (2) posts on social media highlighting the unveiling of the new REC Turf.

B. In the event the SPONSORS' logo placed on the sign is damaged or removed within the first Nine (9) years of the Term, the CITY will provide a replacement sign.

C. SPONSORS agree to the CITY's use of SPONSOR's name, logo, and/or trademarks for the purposes set forth herein.

4. **Sponsorship Fee and Delivery**.

A. In consideration of the Sponsorship Benefits provided by the CITY, the SPONSORS shall facilitate the installation of the REC Turf on or before **September 30th, 2026,** with said value of the installation, including materials and labor being estimated at **$18,060.00 ("Sponsorship Contribution")**. If the Sponsorship Contribution is not received by the date set forth hereinabove, then this Agreement shall be terminated and neither party shall have any further obligations.

B. The REC Turf installation shall include removal and disposal of the current plant material in the landscape bed, while protecting the oak trees and oak tree roots. The Turf installation will include all of the necessary labor and materials in accordance with the Proposal #9296 dated 3/2/2026, attached hereto and marked as **Exhibit "1",** and made a part hereof by this reference.

5. **Termination of Agreement**.

A. Termination by City. By written notice to SPONSORS, the City has the right to terminate this Agreement with one or both SPONSORS at any time, without penalty. Should the City terminate this agreement with one but not both of the SPONSORS, the full agreement will remain in effect for the remaining Sponsor. If this Agreement is terminated by the City for convenience between years 1 thru 9, the City shall reimburse the remaining annualized value of the Sponsorship Contribution. The annualized value for each SPONSOR shall be $1,000. Upon termination, CITY shall remove the Sponsorship Benefits from all points and shall cease to recognize one or both SPONSORS as the official sponsor of the CITY Parks and Recreation Department REC Turf.

B. Termination by Sponsor. Each SPONSOR may terminate their portion of this Agreement, at any time by sending written notice to the CITY at least thirty (30) days in advance of the intended termination date. The termination of this agreement by one SPONSOR will not alter the agreement for the other SPONSOR. In this instance, Sponsorship Contribution shall be considered vested, and no refund will be available. Upon termination, CITY shall remove the Sponsorship Benefits from all points, and shall cease to recognize one or both SPONSORS as the official sponsor of the CITY Parks and Recreation Department REC Turf.

6. **Independent Relationships.**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the SPONSORS and the CITY other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties are not joint venturers, partners, agents, or employees of one another.

7. **Notice**.

For purposes of this Agreement, notices shall be sent as follows:

CITY: CITY OF PORT ORANGE
Attention: Parks and Recreation Dept.
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

SPONSOR: **Cunningham's Lawn and Landscaping, LLC**
CUNNINGHAM, JERED R
603 Rasley Road
New Smyrna Beach, FL 32168
_____- Telephone

SPONSOR: **Fence Service, Inc.** doing business as **AAA Fence**
William Glass Morrison, IV

801 Orange Ave
DAYTONA BEACH, FL 32114
_____- Telephone

Any notice or other communication given under the Agreement shall 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 ten (10) days written notice to the other party.

8. **Waiver of Terms and Conditions.**

The failure of the CITY to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver occurred.

9. **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 Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CITY beyond any statutory limit on liability. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

10. **Severability.**

It is the intention of the parties this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

11. **Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights in or duties to any third parties of any nature whatsoever.

12. **Assignment.**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

13. **Governing Law.**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida. Any legal proceeding arising from or in any way regarding this Agreement shall have its venue located exclusively in the Volusia County, Florida, and the parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

14. **Titles or Captions.**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

15. **Draftsmanship.**

The fact that one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision or document either in favor of or against such party.

16. **Amendments.**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

17. **Indemnification**.

In consideration of the CITY's provision of the Sponsorship Benefits as more particularly described Section3, hereinabove, SPONSORS does hereby agree to release, defend, indemnify and hold harmless the CITY, its officers, directors, and employees from and against all claims (including claims by third parties for intellectual property rights infringement), damages, losses, and expenses of any kind, including, but not limited to, reasonable attorney's fees and incidental defense costs arising out of or resulting from any acts of commission or omission in the performance of the CITY's contractual obligations spelled out herein. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the SPONSORS.

18. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements,

negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

19. **Counterparts**.

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 SPONSORS and the CITY until the CITY signs this Agreement.

20. **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 LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Witnesses:

SPONSOR: Cunningham's Lawn and Landscaping, LLC

_____

Printed Name:_____

By:_____

Jered R. Cunningham, President

Date:_____

_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [__] online notarization this _____ day of _____, 2026, by Jered R. Cunningham, President of **Cunningham's Lawn and Landscaping, LLC**, and who:

[Notary: Please select one]

☐ are personally known to me; or

☐ have produced _____as identification.

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

SPONSOR:
Fence Service, Inc. doing business as **AAA Fence**

_____
Printed Name:_____

By:_____
William Glass Morrison, IV, CEO

_____
Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [__] online notarization this _____ day of _____, 2026, by William Glass Morrison, IV, CEO of **Fence Service, Inc.** doing business as **AAA Fence**, and who:

[Notary: Please select one]
☐ are personally known to me; or
☐ have produced _____as identification.

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

Witnesses:

CITY OF PORT ORANGE

_____
Printed Name:_____

By:_____
Scott Stiltner, Mayor

_____
Printed Name:_____

Date:_____

Attest: _____
Robin L. Fenwick, MMC City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [__] online notarization this _____ day of _____, 2026, by Scott Stiltner, Mayor, and Robin L. Fenwick, City Clerk, both of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

EXHIBIT "1"

Date
3/2/2026

Proposal # 9296

Property Name: Port Orange Rec

Contact Information: Josh 386-506-5855

Service Address: 4655 City Center Circle
Port Orange FL

Submitted By: Jered Cunningham

Billing Address:

Description of Work: This proposal covers the defined material below per plan. Cunningham Lawn & Landscape LLC will provide all necessary materials, labor and equipment to perform the jobs as defined. Any Change Orders will be defined and priced accordingly to job specific tasks.

Port Orange Rec 3.2.26

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total
Demo			Right side of the rec entrance by the three oak trees		1	EA	$ 1,020.00	$ 1,020.00
			Save the mulch REC will tell us where to dump					
Heavy Equipment					6	HR	$ 125.00	$ 750.00
Dump Fee			haul out soil after bringing grade down for turf		1	EA	$ 150.00	$ 150.00
Irrigation Modifications					1	EA	$ 3,000.00	$ 3,000.00
Installation of		Artificial Turf	two areas estimated 15x20		600	SF	$ 11.70	$ 7,020.00
Installation of	Azalea Fashion		2 ft on center spacing	3 gal	300	EA	$ 20.40	$ 6,120.00

Sub Total: $ 18,060.00

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total

Sub Total: $ -

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total

Sub Total: $ -

Task	Plant Type	Instructions	Location	Size	Qty	UOM	Unit Price	Total

Sub Total: $ -

Total: $ 18,060.00

Cunningham Lawn Landscape
603 Rasley Rd, New Smyrna Beach, FL
Main: 386-295-9663

Proposal #

0 Monday, March 2, 2026

Property Name: Port Orange Rec

Service Address: 4655 City Center Circle
Port Orange FL

Billing Address: 0
0

Contact Information: Josh 386-506-5855
0
0

Submitted By: Jered Cunningham
0
0

Terms of Contract :

Contracted Amount	$ 18,060.00	
50% Deposit Required	$ 9,030.00	
A prorated amount of	$ 9,030.00	will be invoiced upon completion of project

Cunningham Lawn & Landscape LLC agrees to install the listed material and will perform the services as specified on the proposal page. Either party may terminate services with a 30 day written notice prior to work beginning. All open balances are considered due should either party terminate the contract. Any litigation costs are at the expense of each party. Cunningham Lawn & Landscape LLC is insured for workman's compensation, general liability and automobile liability. Certificates of insurance are available upon request. Cunninghams Lawn and Landscaping LLC assumes no responsibility for damages beyond our control or acts of God. Should any changes be needed please contact us at (386) 295-9663. The attached prices are not subject to change unless both parties agree upon the set amount. Fuel surcharges are enforced should Cunningham Lawn & Landscape LLC incur such costs. Cunningham Lawn & Landscape LLC uses www.fuelgaugereport.aaa.com to calculate the cost and the invoice will indicate the percentage billed.

Conditions: Any additional trips to the site caused by the customer for reasons uncontrolled by Cunningham Lawn & Landscape LLC will result in a $75.00 'trip charge' per event. Any changes made to the Scope of Work will result in additional charges to the purchaser. Transplanted material and new plant material is NOT covered under any warranty. All material is guaranteed to be as specified on the proposal. Any plant changes or substitutions are an additional cost to the purchaser. All plant material must be watered daily or until the plant acclimates which usually happens in 2-4 weeks. Cunningham Lawn & Landscape LLC is not responsible for additional water requirements outside of our initial installation. All work is to be completed in a professional manner according to standard Horticulture practices. All agreements are contingent upon strikes, accidents, or other delays beyond our control. Cunninham Lawn & Landscape LLC is NOT responsible for any unmarked underground utilities, any repair costs are at the expense of the owner. Cunninghams Lawn and Landscaping LLC is not responsible for any HOA approval or city/county permitting that may be needed for project contracted. Home owner is responsible for HOA approval and permitting. Any results in a stop work order could result in a fee for additional trips to and from site. A 20% restocking fee will be applied to all items not used.

Terms: Payment must be received once the job is completed, unless other arrangements are made. If payment is more than 5 days past its due date, a 2% penalty will be imposed every day after the projected date. Any delinquencies over 30 days are subject to a 5% penalty per month. A 20% restocking fee will be applied to all items not used.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Cunningham Lawn & Landscape LLC is authorized to do the work as specified. Cunningham Lawn & Landscape LLC or Purchaser may cancel this contract at any time upon giving a 30 day notice or upon customer default of payment terms.

Jered Cunningham Date
0
0

Authorized Approver (Print) Date

Authorized Approver (Signature)

Authorizing Agent (Title)

Cunningham Lawn Landscape
603 Rasley Rd, New Smyrna Beach, FL
Main: 386-295-9663

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (B6d) Approval of Task Authorization No. 8 to Paul Culver Construction, Inc. for the site work for a new bathroom at City Center Sports Complex

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 8 with Paul Culver Construction, Inc. for an amount not to exceed $160,500.00, for the site work at City Center Sports Complex for the new bathroom building, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Staff is requesting Task Authorization No. 8 for Paul Culver Construction under the small construction projects contract. This contract is for site work to include building the concrete pad, fencing, landscaping, and plumbing work in preparation for the pre-fabricated restroom facility to support fields 4 and 5 and the soccer fields at the City Center Sports Complex. Funding was originally part of the FY24 CIP but the project was delayed to correspond with the timing of the City Center - Fields/Landfill project.

The amount is not to exceed $160,500 and is budgeted in project #PK-245.

Photo of City Center Sports Complex — Future Restroom Site

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver Construction Inc. Task Authorization No. 8 City Center Sports Complex New Bathroom Site Work	Paul Culver Construction Inc. Task Authorization No. 8 City Center Sports Complex New Bathroom Site Work.pdf
2.	Culver 10.2.25	Culver 10.2.25.pdf
3.	Sunbiz - Paul Culver (1)	Sunbiz - Paul Culver (1).pdf
4.	Paul Culver ALL 02.10.26 (1)	Paul Culver ALL 02.10.26 (1).pdf
5.	Paul Culver Construction contract (4) (1)	Paul Culver Construction contract (4) (1).pdf
6.	Port Orange Sport Complex Restroom Adddition Proposal	Port Orange Sport Complex Restroom Adddition Proposal.pdf
7.	Port Orange Restroom Addition- Specs (1)	Port Orange Restroom Addition- Specs (1).pdf

Jennifer Cox	Created/Initiated - 03/24/2026
Susan Lovallo	Approved - 03/25/2026
Sue Wang	Approved - 03/30/2026
Matthew Jones	Approved - 04/09/2026
Wayne Clark	Final Approval - 04/13/2026

TASK AUTHORIZATION NO. 8
Standard Contract for Services
for General Contracting Services for Small Projects
dated March 5, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide site work at the City Center Sports Complex for a new bathroom, and as more particularly described in the Contractor's Proposal dated February 20, 2026 and the Project Manual dated April 9, 2024. Task Authorization No. 8 shall consist of the following documents:

   a. Contractor's Proposal dated February 20, 2026, consisting of two (2) pages, and shall be attached as **Exhibit "1"**; and

   b. Project Manual dated April 9, 2024, consisting of one hundred forty (140) pages, not attached, on file with Parks and Recreation Project Manager.

3. Contractor shall complete the services to be provided herein no later than **two hundred ten (210) days** from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **$160,500.00.** 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 8.

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

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

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

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____
Printed Name:_____

By:_____
Paul K. Culver, President

_____
Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005
License # CGC 059149

February 20, 2026
Ms. Jennifer Cox
City of Port Orange

RE: Port Orange Sport Complex Restroom Addition

Ms. Cox:

We are pleased to submit the following Proposal to provide all labor, materials, equipment, tools, taxes & insurance to complete the itemized scope of work below for the lump sum price of **ONE HUNDRED SIXTY THOUSAND, FIVE HUNDRED DOLLARS & 00/100's $160,500.00)** as follows:

General Conditions **$22,350**

- Permits
- Supervision
- Project Manager
- Locates
- Safety
- As-built Survey and Testing

Sitework **$87,255**

- Mobilization
- Tree Protection
- Silt fence
- Saw cutting, Asphalt and Concrete Removal
- Sewer, Waterline, Electric Conduit
- Grading
- Concrete Curbs, Sidewalks
- Paving and Striping
- Building Pad

Fencing **$1,800**

- 6' Double Gate cut into existing
- Post set in concrete

Landscaping **$4,874**

- (2) Wax Myrtle 10' 4" caliper
- (8) Muhly Grass 3 gal.
- (46) Walters Viburnum 3 gal.
- (22) Pine Straw Bale

Plumbing **$13,150**

- Back Flow Preventor
- Hook up water supply
- Tie-in all plumbing fixtures

201 Osceola Avenue
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

Electrical	**$13,771**

- 200 Amp Service
- All connections to bathroom

Total Job Cost	**$143,200**
Profit and Overhead	**$15,000**
Bond	**$2,300**
Total Bid	**$160,500**

Respectfully,
Paul Culver Construction, Inc.
Paul K. Culver
Paul K. Culver, President

EXHIBIT "2"

Payment and Performance Bond

Consisting of 4 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Paul Culver Construction, Inc.
Principal Business Address:	201 Osceola Avenue Daytona Beach, Florida 32114
Contact Person:	Paul K. Culver, President
Phone Number:	(386) 763-4190

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: $160,500.00 **City Case/Project No. RFP 24-01 Task Authorization No. 8**
City Center Sports Complex New Bathroom Site Work

Description of Work: RFP 24-01 Task Authorization No. 8 – City Center Sports Complex New Bathroom Site Work

Project Location: City of Port City Center Sports Complex, 4625 City Center Drive, Port Orange, Volusia County, Florida 32129

Legal Description: Portions of Parcel ID#: 6308-00-03-0010

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]
[CA8361]

4625 City Center Drive, Port Orange, Florida 32129

Full Parcel ID:
08-16-33-00-03-0010

Short Parcel ID:
6308-00-03-0010

Legal Description:
Commence at a Concrete Monument marked “3290” at the Southwest corner of Twin Gates Mobile Estates as recorded in Map Book 33, at Page 48 of the Public Records of Volusia County, Florida, said Point being at the intersection of the East line of the Northwest ¼ of Section 8, Township 16 South, Range 33 East, Volusia County, Florida as now monumented and the Northerly Right-of-Way line of Herbert Street as now laid out (Right-of-Way Varies); Thence go S01 37’37”W along the aforesaid monumented East line of the Northwest ¼ of Section 8 a distance of 967.01 feet to the Point of Beginning; Thence Continue S01 37’37” W along the aforesaid Monumented East line of the Northwest ¼ of Section 8 a distance of 658.19 feet to a Concrete Monument at the Southeast corner of the Northwest ¼ of the aforesaid Section 8, said Monument being in the North Line of a Florida Power & Light Company Right-of-Way Easement as Recorded in Official Records Book 1544, at Page 84 of the Public Records of Volusia County, Florida; Thence departing the aforesaid Monumented East Line of the Northwest ¼ of Section 8 go N88 20’55”W along the South Line of the Northwest ¼ of Section 8, A Distance of 331.49 Feet; Thence departing the aforesaid South Line of the Northwest ¼ of Section 8 go N01 43’40”E a distance of 658.19 feet; Thence go S88 20’55”E a distance of 330.33 feet to an intersection with the aforesaid Monumented East line of the Northwest ¼ of Section 8 and The Point of Beginning.

EXHIBIT “A”

Paul Culver Construction, Inc.

RFP 24-01 Task Authorization No. 8 – City Center Sports Complex New Bathroom Site Work

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, **PAUL CULVER 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 **ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS** (**$160,500.00**), 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 Task Authorization No. 8 dated _____ of Standard Contract for Services for General Contracting Services for Small Projects, having an effective date of March 5, 2024, entered into by and between the Principal and the City, for City Center Sports Complex new bathroom site work, 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 _____, 2026.

Attest:

PAUL CULVER CONSTRUCTION, INC.

_____
(As to Corporate Principal) Secretary

By:_____
Paul K. Culver, 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.

IMPORTANT: This certificate must be completed and returned by the Awarded 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 Paul Culver. I am over the age of Twenty-one years old. I am the President (Title) of Paul Culver Construction, 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: October 2, 20 25

Signed: _____
Print Name: Paul K Culver
Title: President

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the 2nd day of October, 20 25 by Paul Culver as President on behalf of Paul Culver Construction, 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

NOTARY PUBLIC
Expires 6/10/2028
Rose Arlene Pacholsky
My Commission HH 503287
STATE OF FLORIDA

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000025877

FILED
Feb 02, 2024
Secretary of State
2436798203CC

Entity Name: PAUL CULVER CONSTRUCTION, INC.

Current Principal Place of Business:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114

Current Mailing Address:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

FEI Number: 20-2380437

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CULVER, PAUL K
201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	CULVER, PAUL K
Address	201 OSCEOLA AVE
City-State-Zip:	DAYTONA BEACH FL 32119

I *hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: PAUL K CULVER — PRESIDENT — 02/02/2024

Electronic Signature of Signing Officer/Director Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2025

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
Brown and Brown Insurance Services, Inc
PO Box 2412
Daytona Beach FL 32115

CONTACT NAME: Brenda Klaus
PHONE (A/C, No, Ext): (386) 361-5292 FAX (A/C, No):
E-MAIL ADDRESS: brenda.klaus@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accelerant Specialty Ins Co	16890
INSURER B : St Paul Protective Ins Co	19224
INSURER C : Ascot Specialty Ins Co	45055
INSURER D : American Builders Ins Co	11240
INSURER E : Southern-Owners Ins Co	10190
INSURER F :	

INSURED
Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach FL 32114

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			DCS0000588-00	02/10/2025	02/10/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY [ ]			BA-A72309712542G	02/10/2025	02/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ESXS2510004488-01	02/10/2025	02/10/2026	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
							Prods & Completed Ops	$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV 0310621 04	02/10/2025	02/10/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Installation Floater			152382-72417656	02/10/2025	02/10/2026		600,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

THE CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Brown and Brown Insurance Services, Inc		Paul Culver Construction, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER D - CONTRACTORS POLLUTION LIABILITY:
POLICY #ANE542338725
EFF:02/10/25-02/10/26
$1,000,000 EACH POLLUTION CONDITION
$1,000,000 AGGREGATE
DED $10,000 EACH POLLUTION INCIDENT

INSURER E - PROFESSIONAL LIABILITY:
POLICY # ANE542338725
EFF: 02/10/25-02/10/26
LIMIT: $1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1.)CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
2.) CG2037 1219 - ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS
3.) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
4.) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
5.) CG2503 0509 - PER PROJECT AGGREGATE; CAP AMOUNT $5M

AUTO LIABILITY
1) CAT437 0216 - (ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY)
2) CAT340 0215 - (WAIVER OF SUBROGATION)

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY
THE EXCESS LIABILTY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO AND EMPLOYERS LIABILITY.

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Castro, Joseph

From: Don Sciotto <Don.Sciotto@bbrown.com>
Sent: Monday, February 17, 2025 9:50 AM
To: Castro, Joseph
Cc: office@paulculverconstruction.com; Brenda Klaus
Subject: [EXT] ITB 24-17 Police Department Generator Replacement -Certificates of Insurance

Good Morning Joseph,
The $600,000 installation float amount includes coverage that property while in transit which would cover the motor cargo coverage limit required for motor cargo coverage. Below is the verbiage from the policy confirming the coverage is there as well. Please let me know if there are any additional questions for this coverage line item and I would be happy discuss!

INSTALLATION FORM

COVERAGE

1. **Covered Property**

   a. We cover the property described for this coverage in the Declarations which is:

      (1) owned by you; or
      (2) for which you are legally liable.

   b. Coverage applies to the property:

      (1) while it is in transit;
      (2) after arrival on the premises of installation;
      (3) while waiting for and during installation; and
      (4) until it is completely installed and accepted by the purchaser or until your interest in it ceas occurs first.

Don Sciotto, ARM, CRIS, CCIP, RCM
Senior Vice President
Office (386) 239-5755
Cell (904) 424-3193
don.sciotto@bbrown.com

Brown & Brown of Florida, Inc. (NYSE: BRO)
300 North Beach Street
Daytona Beach, FL 32114

Brown & Brown INSURANCE
bbinsurance.com

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 5 day of March, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PAUL CULVER CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

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

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

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

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

6. *Termination for Convenience of the City*

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

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

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

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

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

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

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

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

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

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

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

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

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

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

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

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

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

9. *Examination of Records*

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

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

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

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

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**			

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

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

15. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

20. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. *Liability for Loss or Damage*.

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

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

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

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

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

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

23. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

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

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

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

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

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.com

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

30. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: ARLENE PACHOLSKY

Printed Name: Kaitlin Knox

PAUL CULVER CONSTRUCTION, INC.

By: _____

Paul K. Culver, President

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

Date: February 26, 2024

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 3/5/2024

ATTEST:

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

Date: 3/5/2024

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost Normal Business Hours (As outlined in Section 3 of RFP)	Unit Cost After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ___
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

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

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

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

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

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____
Printed Name:_____

By:_____
Paul K. Culver, President

_____
Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "3"

Sample Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

_____

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

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

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

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005
License # CGC 059149

February 20, 2026
Ms. Jennifer Cox
City of Port Orange

RE: Port Orange Sport Complex Restroom Addition

Ms. Cox:

We are pleased to submit the following Proposal to provide all labor, materials, equipment, tools, taxes & insurance to complete the itemized scope of work below for the lump sum price of **ONE HUNDRED SIXTY THOUSAND, FIVE HUNDRED DOLLARS & 00/100's $160,500.00)** as follows:

General Conditions **$22,350**

- Permits
- Supervision
- Project Manager
- Locates
- Safety
- As-built Survey and Testing

Sitework **$87,255**

- Mobilization
- Tree Protection
- Silt fence
- Saw cutting, Asphalt and Concrete Removal
- Sewer, Waterline, Electric Conduit
- Grading
- Concrete Curbs, Sidewalks
- Paving and Striping
- Building Pad

Fencing **$1,800**

- 6' Double Gate cut into existing
- Post set in concrete

Landscaping **$4,874**

- (2) Wax Myrtle 10' 4" caliper
- (8) Muhly Grass 3 gal.
- (46) Walters Viburnum 3 gal.
- (22) Pine Straw Bale

Plumbing **$13,150**

- Back Flow Preventor
- Hook up water supply
- Tie-in all plumbing fixtures

201 Osceola Avenue
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

Electrical	**$13,771**

- 200 Amp Service
- All connections to bathroom

Total Job Cost	**$143,200**
Profit and Overhead	**$15,000**
Bond	**$2,300**
Total Bid	**$160,500**

Respectfully,
Paul Culver Construction, Inc.
Paul K. Culver
Paul K. Culver, President

PROJECT MANUAL

PORT ORANGE SPORTS COMPLEX
PREFABRICATED RESTROOM
BUILDING ADDITION.

4655 CITY CENTER DR.
PORT ORANGE, FL, 32129

BID SET
Not for Construction

April 9, 2024

OHLSON LAVOIE CORPORATION (OLC)

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General Conditions: Refer to AIA A201.

DIVISION 1 - GENERAL REQUIREMENTS

011000 Summary	OLC
012600 Contract Modification Procedures	OLC
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013100 Project Management and Coordination	OLC
013200 Construction Progress Documentation	OLC
013300 Submittal Procedures	OLC
014000 Quality Requirements	OLC
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015000 Temporary Facilities and Controls	OLC
016000 Product Requirements	OLC
017300 Execution Requirements	OLC
017419 Construction Waste Management	OLC
017700 Closeout Procedures	OLC
017823 Operation and Maintenance Data	OLC
017839 Project Record Documents	OLC
017900 Demonstration and Training	OLC

DIVISION 2 - EXISTING CONDITIONS

024116 Demolition Catalyst

DIVISION 31 - EARTHWORK

311000 Clearing and Grubbing	Catalyst
312213 Site Excavation	Catalyst
312335 Excavating and Backfilling for Service Utilities	Catalyst
312340 Backfilling and Finish Grading	Catalyst
317115 Proof Rolling	Catalyst

DIVISION 32 - EXTERIOR IMPROVEMENTS

320523 Site Concrete Work	Catalyst
321100 Base Course for Pavement	Catalyst
321723 Pavement Markings	Catalyst
329223 Sodding	Catalyst
329310 Trees, Plants and Groundcover	Catalyst

DIVISION 33 - UTILITIES

331120 Domestic Water and Fire Services	Catalyst
331300 Domestic of Water Distribution System	Catalyst
333000 Sanitary Sewage System	Catalyst

END OF TABLE OF CONTENTS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Work covered by the Contract Documents.
   2. Type of the Contract.
   3. Work phases.
   4. Owner-furnished products.
   5. Use of premises.
   6. Work restrictions.
   7. Specification formats and conventions.
   8. Deferred Approvals.
   9. Pollution Control.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: LBK North Learning Center.

B. Architect: Ohlson Lavoie Corporation (OLC).

1.3 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

1.4 WORK PHASES

A. Project will be constructed under single phase.

1.5 WORK RESTRICTIONS

A. On-Site Work Hours:
   1. Work shall be generally performed during normal business working hours to be per city guidelines, Monday through Friday, except otherwise indicated. Saturdays are acceptable with no heavy machinery.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Architect not less than two days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Architect's Owner's written permission.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI's MasterFormat 2004 numbering system.
   1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
   2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
   2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
      a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.7 DEFERRED APPROVALS

A. Deferred approval items are listed on Drawings.

B. Contractor is solely responsible for obtaining all necessary approvals and all costs associated with obtaining the approval of Agency Having Jurisdiction (AHJ) including all Architectural and Engineering fees for coordinating with Agency Having Jurisdiction (AHJ) beyond review and shipping of two separate Contractor provided submittals. Do not commence installation of any deferred approval item until all approvals have been obtained.

1.8 POLLUTION CONTROL

A. Provide positive methods, means and facilities required to prevent contamination of the soil, water or atmosphere by the discharge of noxious substances from the construction operations.

1.9 MISCELLANEOUS PROVISIONS

A. General: Comply with the Project Conditions of Approval for both noise and dust control. If there is any conflict between drawings and specifications and the Project Conditions of Approval regarding noise and dust control, the Project Conditions of Approval shall govern.

B. Noise Control:
   1. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation.

C. Dust Control:
   1. The Contractor shall be fully and solely responsible for maintaining and up-keeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons and Owner's personnel.
   2. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation.
   3. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the Owner to pay such damages shall be due and payable to the Owner on demand.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, or Changes not affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the work, on AIA Document G710, "Architect's Supplemental Instructions" or an equivalent form acceptable to.

1.3 PROPOSAL REQUESTS (BULLETIN)

A. Owner-Initiated Proposal Requests: Architect may issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time applicable only if time extension is requested.

1.4 PROPOSED COST CHANGE FORMAT

A. As specified in General Conditions.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect may issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION (FIELD) CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive, if a quote or lump sum pricing has not been provided.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
      a. Application for Payment forms with Continuation Sheets.
   2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
   3. No payment applications will be signed by the Architect prior to the Contractor submitting, and the Architect reviewing, a schedule of values.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the Schedule of Values:
      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.
      d. Contractor's name and address.
      e. Date of submittal.
   2. Submit draft of AIA Document G703 Continuation Sheets.
   3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
      a. Related Specification Section or Division.
      b. Description of the Work.
      c. Change Orders (numbers) that affect value.
      d. Dollar value.

1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times:
   1. The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of Values.
   3. Contractor's Construction Schedule (preliminary if not final).
   4. Initial progress report.
   5. Removed
   6. Certificates of insurance and insurance policies.
   7. Data needed to acquire Owner's insurance.

G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
   5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
   6. AIA Document G707, "Consent of Surety to Final Payment."
   7. Evidence that claims have been settled.
   8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
   9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Project meetings.
   2. BIM 3D Coordination requirements.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:
   1. Division 1 Section "Submittal Procedures" for electronic submittals.
   2. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
   3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
   4. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.2 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.3 SUBMITTALS

A. Submit electronic submittals directly to Procore management system specifically established for Project.

1.4 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
4. Frequency of Attendance by Architect: Limited by Architect/Owner Contract.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Phasing, if any.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.

e. Procedures for processing field decisions and Change Orders.
f. Procedures for RFIs.
g. Procedures for testing and inspecting.
h. Procedures for processing Applications for Payment.
i. Distribution of the Contract Documents.
j. Submittal procedures.
k. Preparation of Record Documents.
l. Use of the premises and existing building.
m. Work restrictions.
n. Owner's occupancy requirements.
o. Responsibility for temporary facilities and controls.
p. Construction waste management and recycling.
q. Parking availability.
r. Office, work, and storage areas.
s. Equipment deliveries and priorities.
t. First aid.
u. Security.
v. Progress cleaning.
w. Working hours.

3. Minutes: Record and distribute meeting minutes electronically.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   a. The Contract Documents.
   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mockups.
   i. Possible conflicts.
   j. Compatibility problems.
   k. Time schedules.
   l. Weather limitations.
   m. Manufacturer's written recommendations.
   n. Warranty requirements.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.

w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Review present and future needs of each entity present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Work hours.
      10) Hazards and risks.
      11) Progress cleaning.
      12) Quality and work standards.
      13) Status of correction of deficient items.
      14) Field observations.
      15) RFIs.
      16) Status of proposal requests.
      17) Pending changes.
      18) Status of Change Orders.
      19) Pending claims and disputes.
      20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes electronically.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.5 RFIs:

A. General:
1. Contractor may submit a RFI to the Architect seeking clarification or interpretation of the contract documents. If in the Contractor's opinion the nature of the RFI requires a discussion, rather than simply an answer, the Contractor shall call the Architect to have such a discussion. The results of that discussion as well as all other RFI's must be presented in writing on a form approved in advanced by the Architect along with any supporting information or data, as well as the Contractor's recommended resolution. An oral RFI or a RFI presented on an unapproved form, or without adequate supporting information and Contractor's recommended solution, will be attributed solely to the contractor. Architect's review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or procedures of the Contractor.
2. Architect's review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures, or methodology of the Contractor.
3. The use of a RFI is limited to clarification of the contract documents. Contractor will limit each RFI to a single issue. Information which is discernable from the contract documents; construction means and methods; product substitution submittals; product submittals; and construction site safety will not be addressed by the Architect in responding to aRFI.
4. Architect's response to a RFI is not a change order or directive authorizing an increase in construction cost or time.

B. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

C. Electronic RFIs: Follow Procore software instruction.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow 7 days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.

f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit as instructed by electronic submittal vendor.

1.6 BIM 3D COORDINATION REQUIREMENTS

A. Construction Team BIM Manager:

1. Individual assigned to serve as the main point of contact for the Construction Team for BIM related issues. This individual shall have sufficient BIM experience required for the size and complexity of the project and shall have relevant proficiency in the BIM authoring and coordination software. Responsibilities include the following:

   a. Overall responsibility for the Construction Teams BIMs coordinating creation and information developed during construction.

   b. Coordinates software training and establishes protocol software for Construction Team for efficient delivery of project.

   c. Acts as the main point of contact for BIM and related issues between the Construction Team, subcontractors, Owner and the Design Team and others as required.

   d. Coordinates construction sequencing and scheduling activities, and assures they are integrated with the Construction Team BIMs.

   e. Facilitates use of composite trade models in construction coordination/clash detection meetings and provides detection reports by the identification and resolution of all hard and soft collisions.

   f. Communicates with the Design Team, coordinates the data extraction sets required by the construction trades and ensures that these requests are met.

   g. Coordinates with the Design Team to facilitate design changes in the field have been documented and are updated in the BIMs in a timely manner.

   h. Prior to approval and installation, works with Lead Fabrication Modelers to integrate 3D fabrication models with the updated design model to ensure compliance with design intent.

   i. Coordinates update to the Record BIM deliverable included as-constructed conditions as indicated in the “Recorded Field Data”.

B. Clash Detection/Coordination:

1. It is the Construction Teams responsibility to conduct and manage an adequate and thorough Clash Detection process so that all major interferences between building components will have been detected and resolved before construction. It shall be the goal of the Construction Teams to reduce the number of changes during construction due to major building interferences to zero before construction starts.

2. The Construction Teams BIM Managers shall assemble a composite BIM from all of the BIMs of each subcontractor discipline for the purpose of performing a visual check of the building design for spatial and system coordination. Vertical shafts should also be reviewed

to ensure that adequate space has been allocated for all of the vertical mechanical systems and that all of the shafts line up floor to floor. Prior to each scheduled coordination meeting, an updated clash report will be issued by the Construction Teams BIM Manager to the project team.

3. On a multistory project, the BIMs may need to be split on a level by level basis for MEPF coordination. Typically, 3D clash detection /coordination continues on a single floor until building systems are fully coordinated, and then continues on up to the next floor level.
4. Coordination software (Navisworks or other approved software) shall be used for assembling the various design BIMs to electronically identify, collectively coordinate resolutions, and track and publish interference reports between all disciplines. The technical disciplines shall be responsible for updating their BIMs to reflect the coordinated resolution.
5. The Project Team shall review the model and the Clash Reports in coordination meetings on a regular as-needed basis until all spatial and system coordination issues have been resolved.
6. During the construction phase, the accuracy of fabrication models shall be verified and approved, prior to submittal and fabrication. Fabrication contractors shall submit their BIMs to the Construction Teams BIM Manager for integration and Clash Detection /coordination and resolution.
7. Internal Clash Resolution – Subcontractors who are responsible for multiple scopes of work are expected to coordinate the clashes between those scopes prior to providing those models to the Construction Teams BIM Manager for spatial and system coordination.
8. Change due to coordination: No change order will be acceptable for minor routing of ducts, pipes and other elements as a result of such coordination, minor changes are considered items resulting in less than 5% of total value of items affected. Contractor to strive to minimize changes due to coordination. Major changes above the limit above, that may result in change orders or field conflicts shall be provided to design team for review and approval prior to finalizing coordination, and should be fully resolved before construction or fabrication starts.
9. Updated BIM mode: The Construction Team will provide the Design Team with an updated BIM model incorporating all coordination changes to be used for subsequent RFI, ASI, and change directive.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FORMS

A. Use form provided by Procore software.

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor's Construction Schedule.
   2. Submittals Schedule.
   3. Three Week Look-Ahead Schedule.
   4. Daily construction reports.

1.2 SUBMITTALS

A. Submittals Schedule: Submit three copies of schedule within 30 days of executed contract with Owner. In addition, full project submittal schedule to be updated monthly. Arrange the following information in a tabular format:
   1. Scheduled date for first submittal.
   2. Specification Section number and title.
   3. Submittal category (action or informational).
   4. Name of subcontractor.
   5. Description of the Work covered.
   6. Scheduled date for Architect's final release or review.

B. Contractor's Construction Schedule: Submit three copies of schedule, large enough (minimum 11 x 17) to show entire schedule for entire construction period.

C. Removed

1.3 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from parties involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTAL SCHEDULE

A. Prepare the schedule in chronological order; include submittals required during the days identified on Submittals Schedule Form. Provide the following information:
   1. Scheduled date for the first submittal.
   2. Related Section number.
   3. Submittal category.
   4. Name of subcontractor.
   5. Description of the part of the Work covered.
   6. Scheduled date for resubmittal.
   7. Scheduled date the Architect's final release or review.

B. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
   1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 15 days of the date established for "Commencement of the Work". The Construction Schedule must be submitted and accepted prior to approval of first pay application.
   1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as identified in the "Schedule of Values".
   2. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses indicate Actual Completion.
   3. Prepare the schedule on a sheet, or series of sheets, of stable reproducible media, of sufficient width to show data for the entire construction period.
   4. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
   5. Coordinate the Contractor's construction schedule with the progress reports, payment requests and other schedules.
   6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.

B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.

C. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.

D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.

2.3 THREE WEEK LOOK-AHEAD SCHEDULE

A. Prepare weekly (or as determined by scheduled meeting times), prior to Project meetings, a computer-generated 3-week look-ahead schedule (bar chart) which is consistent with the Contractors schedule and depicts daily labor activities. The schedule will consist of the prior week, current week and the following 3 weeks.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of subcontractors at Project site.
   2. List of separate contractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Equipment at Project site.
   5. Material deliveries.
   6. High and low temperatures and general weather conditions.
   7. Accidents.
   8. Meetings and significant decisions.
   9. Unusual events (refer to special reports).
   10. Stoppages, delays, shortages, and losses.
   11. Meter readings and similar recordings.
   12. Emergency procedures.
   13. Orders and requests of authorities having jurisdiction.
   14. Change Orders received and implemented.
   15. Construction Change Directives received and implemented.
   16. Services connected and disconnected.
   17. Equipment or system tests and startups.
   18. Partial Completions and occupancies.
   19. Substantial Completions authorized.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates changes, including, but not limited to, changes in durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of reviewed schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 FORMS

A. Electronic versions of attached forms will be provided upon request.
   1. Submittals Schedule Form.

END OF SECTION 013200

SUBMITTAL SCHEDULE FORM

☐ Preliminary Submittal Schedule: Include submittals required during the first 60 days of construction. (Input into Procore Management System)
☐ Complete Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

Project: From:

To: Date:

Scheduled Initial Submittal Date	**Spec Section**		**Type:** ☐ **Action** ☐ **Info Only**	**Name of Subcontractor**	**Description**	**Scheduled Date of Approval**
	No.	**Title**				

End of Submittal Schedule Form

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for electronically submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Consult individual sections of specifications for specific submittals required under those sections and for further details and descriptions of requirements.

C. Related Sections include the following:
1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 1 Section "Closeout Procedures" for submitting warranties.
5. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
6. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
7. Other Sections for specific requirements for submittals in those Sections.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Processing: All costs for electronic submittal, printing, preparing, packaging, mailing, or delivering submittals for initial submittals and all costs for re-printing, re-drawing, re-drafting, re-packaging, re-submitting, and re-mailing or re-delivering as required for all re-submittals shall be included in Contract Sum.

B. Sequence: Transmit each submittal in sequence which will not result in Architect’s approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.

C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

D. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

E. Multiple Reviews: The Contractor shall also be responsible for all costs to Architect or Architect consultants for reviews requiring more than 2 reviews for same specification section.

F. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Review: Allow 21 days for review of each submittal. Architect will request for more time if needed.

G. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked “Approved” or “Furnish as Noted”.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating approval by Architect.

1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. Submit request using attached form at end of section.
    a. Indicate date, project name, contractor name, address, and specific drawing (sheet number) required.
    b. Signed by Contractor agreeing with terms and conditions.

PART 2 - PRODUCTS

2.1 ELECTRONIC SUBMITTALS

A. General: Prepare and submit Submittals required by individual Specification Sections.
   1. Submit electronic submittals directly to extranet specifically established for Project.
   2. Vendor:
      a. Procore. (Basis of Design)
      b. Submittal Exchange.
      c. Newforma.
      d. Or equal.
   3. Contractor shall pay for all-inclusive use of Procore by all project team members; data storage, security, and backup; setup, training, and support; and archiving once construction is complete.
      a. Documentation processed, housed and archived shall include but not limited to: Submittals, Addendum, Plans, Specs, Field Reports, Photos, Weekly Reports, Notice of deviations, Punch List, RFI's RFP's ASI's, CCD's, Cost Proposals, Test Reports, Meeting Notes., and Close Out.
      b. General Contractor before implementation of the Procore contract is to request "pre-packaging" of submittal items for the Submittal Log.

2.2 ELECTRONIC SUBMITTAL PROCEDURES

A. Summary:
   1. Shop drawing and product data submittals shall be transmitted to Architect in electronic (PDF) format using Procore or equal pre-approved website service designed specifically for transmitting submittals between all construction team members.
   2. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
   3. The electronic submittal process is not intended for color samples, color charts, or physical material samples.

B. Procedures:
   1. Create submittal log in Procore by inserting required submittals listed in individual specification sections.
   2. Submittal Preparation - Contractor may use any or all of the following options:
      a. Subcontractors and Suppliers provide electronic (PDF) submittals to Contractor via the Procore website.
      b. Subcontractors and Suppliers provide electronic (PDF) submittals to Contractor via email.
      c. Subcontractors and Suppliers provide paper submittals to Scanning Service which electronically scans and converts to PDF format.
   3. Printed Submittals: Provide two printed sets of submittals for shop drawings for structural framing in addition to electronic submittals.
   4. Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.
   5. Contractor shall transmit each submittal to Architect using the Procore website, www.submittalexchange.com.

6. Architect / Engineer review comments will be made available on the Procore website for downloading. Contractor will receive email notice of completed review.
7. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
8. Submit paper copies of any reviewed submittals not submitted electronically at project closeout for record purposes.

C. Costs:
1. General Contractor shall include the full cost of project subscription in their proposal. This cost is included in the Contract Amount.
2. The intent is for Procore service cost to be in lieu of postage or shipping costs typically paid for paper submittals. Service cost is a net cost savings to Contractor because submittals sent electronically do not need to be shipped physically.
3. After award of contract, training will be provided by Procore regarding use of website and PDF submittals.
4. Internet Service and Equipment Requirements:
   a. Email address and Internet access at Contractor's main office.
   b. Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.

D. Products:
1. Basis of specification is Procore website system for electronic construction submittals or equal.
2. Substitution may be considered if submitted prior to bid date for pre-approval. Product requirements:
   a. Independently hosted, web-based system for automated tracking, storage, and distribution of contract submittals, RFI, and other contract related documents. FTP sites, e-mail exchanges, and server-based systems hosted from inside a contractor's office will not be considered are not acceptable.
   b. Utilize 256-bit SSL encryption and hosted at SSAE 16 compliant data centers.
   c. Minimum five years documented experience of use on comparable commercial construction projects. "Comparable commercial construction projects" shall be defined as documented use on a minimum of five hundred governmental, public-entity, or private sector projects each of $1 million construction value or greater.
   d. Minimum five years documented 99.5% website uptime.
   e. Unlimited individual user accounts and system access for all project subcontractors, general contractor, owner staff, architect, design consultants, and sub-consultants, with no additional fees for those parties to access the system.
   f. Separate locations for owner, architect, design consultant, and sub-consultant review comments with contractors restricted from viewing comments until final review or release by owner or primary design consultant.
   g. Full version histories and dates of exchanges automatically tracked and available for viewing, searching, and reporting in a linear log format compatible with AIA G712.
   h. Functionality to group submittals as required packages and apply forms and review comments to entire package simultaneously.
   i. Functionality for integrated online PDF viewing and review, including graphical markups and stamps, for owner, architect, design consultants, sub-consultants, and general contractor without need for additional software purchase.
   j. Automatic, configurable email notifications for each project team member for new and reviewed submittals and other items.
   k. Automatic, configurable email reminders of past due items.

l. Customized, automated PDF form generation for submittals, RFIs, and other documents matching standard templates used by owner, design consultants, sub-consultants, and general contractor. Documentation and demonstration of automatic form generation using each entity's templates must be submitted as part of any substitution request.
m. Prior to project start, system vendor shall create submittal log with all required items from project manual or submittal register. Owner or primary design consultant shall have full control over required items list and access to edit, add, or remove items during project.
n. System vendor shall provide minimum one-hour live web meeting training sessions to contractors, design consultants, sub-consultants, and owners staff prior to project start.
o. System vendor shall make available minimum thirty-minute live web meeting training sessions for subcontractors at least twice weekly for the entire duration of the project.
p. System vendor shall provide access for owner, design consultants, sub-consultants, general contractor, and subcontractors to live technical support by phone and email minimum of 7 AM to 6 PM CST on standard business days at no additional cost.
q. Allowance for scanning and printing services provided by local third-party reprographic vendor to assist with obtaining documents electronically and online print ordering.
r. At completion of project closeout, system vendor shall provide minimum of four archival discs that include all documents and tracking logs, or the ability to download this information from the live website in a single complete archive package.

2.3 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
   a. Circle items applicable.
   b. Cross-out items not applicable.
   c. Select item number if required.
3. Submittal data must include complete documentation relating to all the specified features
4. Include the following information, as applicable:
   a. Manufacturer's Submittal Form with all the options selected when available.
   b. Manufacturer's written recommendations.
   c. Manufacturer's product specifications.
   d. Manufacturer's installation instructions.
   e. Standard color charts.
   f. Manufacturer's catalog cuts.
   g. Wiring diagrams showing factory-installed wiring.
   h. Printed performance curves.
   i. Operational range diagrams.
   j. Mill reports.

k. Standard product operation and maintenance manuals.
l. Compliance with specified referenced standards.
m. Testing by recognized testing agency.
n. Application of testing agency labels and seals.
o. Notation of coordination requirements.

5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Do not use words "by others." Identify exactly who is responsible for the work.
   c. Identification of products.
   d. Fabrication and installation drawings.
   e. Roughing-in and setting diagrams.
   f. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   g. Shopwork manufacturing instructions.
   h. Templates and patterns.
   i. Schedules.
   j. Design calculations.
   k. Compliance with specified standards.
   l. Notation of coordination requirements.
   m. Notation of dimensions established by field measurement.
   n. Relationship to adjoining construction clearly indicated.
   o. Seal and signature of professional engineer if specified.
   p. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit 1 full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product.
   2. Number and name of room or space.
   3. Location within room or space.

F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

2.4 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
   1. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   2. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.

Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
   1. Preparation of substrates.
   2. Required substrate tolerances.
   3. Sequence of installation or erection.
   4. Required installation tolerances.
   5. Required adjustments.
   6. Recommendations for cleaning and protection.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
   1. Name, address, and telephone number of factory-authorized service representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Other required items indicated in individual Specification Sections.

T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.5 DEFERRED APPROVALS AND DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit 3 copies of a statement, signed and sealed by Structural Engineer, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

C. Deferred Agency Having Jurisdiction (AHJ) Approvals:
   1. The Contractor shall provide 3 copies with original stamps and signatures of design drawings, engineering calculations material specifications prepared by a Structural Engineer. Cut sheets of all materials used in the design/ installation of the system shall be identified and provided with the submittals as required by Agency Having Jurisdiction (AHJ) approval and the requirements of the specifications and governing codes for this work.
   2. TIME IS OF THE ESSENCE – The Contractor shall provide all required documents for review by the Architect and submittal to Agency Having Jurisdiction (AHJ).
   3. Failure to provide submittal materials within the days specified shall be grounds to withhold further progress payments until the submittals is submitted and accepted by the Architect for submission to Agency Having Jurisdiction (AHJ).
   4. Delays due to Agency Having Jurisdiction (AHJ) checking schedules, or Architect required re-submittals shall not be grounds for construction delay claims or time extensions.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
   1. Coordinate the work; do not delegate responsibility for coordination to any subcontractor.
   2. Anticipate the interrelationship of all subcontractors and their relationship with the total work.
   3. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, or extent of work between sections.
   4. Trade submittals with “By Others”, “By General Contractor”, or similar coordination and work scope are not allowed. Identify, acknowledge, and resolve scope of work prior to submittal by Contractor. No extras will be allowed. Provide complete and coordinated submittals.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

F. Architect’s and Consultant’s review shall neither be construed as complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract unless the Contractor has, in writing, called the Architect’s attention to the deviations at the time of submission as specified.

3.3 FORMS

A. Electronic versions of attached forms will be provided upon request.
   1. Electronic Files Transfer - Architectural Form.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups:
   1. Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
   2. Comprehensive, completely integrated mockups of separate trades showing interface conditions, transitions, and relationships between materials and finishes.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Description of test and inspection.
   3. Identification of applicable standards.
   4. Identification of test and inspection methods.
   5. Number of tests and inspections required.
   6. Time schedule or time span for tests and inspections.

7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A licensed professional engineer who is legally licensed and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
   1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
   2. Notify Architect 7 days in advance of dates and times when mockups will be constructed.
   3. Demonstrate the proposed range of aesthetic effects and workmanship.
   4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
   6. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

A. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

C. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes list of references.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. “AHJ”: Agency having jurisdiction.

C. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

D. “Compatible”: When used for products, it shall comply with requirements including products recommended/ required by the manufacturer for warrantee acceptance.

E. “Days”: Work days (Not calendar days).

F. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

G. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

H. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

I. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

J. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

K. “Or equal”: Means as approved by Architect.

L. “Or approved equal”: Means as approved by Architect.

M. “Owner”: As defined in Division 1 section “Summary”.

N. “"Provide": Furnish and install, complete and ready for the intended use.

O. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
   2. Copies of standards and applicable building codes (Title 24 Parts 1-5) shall be kept on-site during construction.

D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.

E. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.

F. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.

G. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

A. General: Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Sewer Service:
   1. Pay sewer service use charges for sewer usage by all entities for construction operations.

C. Water Service:
   1. Pay water service use charges for water used by all entities for construction operations.

D. Electric Power Service:
   1. Pay electric power service use charges for electricity used by all entities for construction operations.

E. Sanitary Facilities:
   1. Pay sanitary service use charge for temporary toilets, wash facilities, and drinking water for use of construction personnel.

1.4 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with 2010 CEC.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Wind Screen Fabric: Green.

2.2 TEMPORARY FIELD OFFICES

A. Sufficient size to accommodate needs of construction personnel. Keep office clean and orderly.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. Minimum rated at Class 2A-10B:C.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Install temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Ventilation and Humidity Control: Install temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

F. Electric Power Service: Install electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

G. Lighting: Install temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

B. Parking: Provide temporary or use designated areas of Owner's existing parking areas if approved for construction personnel.

C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.

D. Project Identification and Temporary Signs: Provide Project identification. Install signs where directed to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.
3. Provide a 4'-0" x 8'-0" project sign constructed of 1/2 inch plywood or 10 mil corrugated mounted to 4"x4" posts 8'-0" long set 2'-0" deep or more into earth for secure attachment.
4. Project sign shall include a graphic of the building (available from the Architect), Architect, Consultants, Owner, project, funding members with titles, and Contractor with contact information for the contractor. Text and layout shall be submitted for approval prior to installation.

5. Location of project sign shall be coordinated with Owner's representative.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

G. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions specified in Division 1 Section "Summary."

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
   1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
   1. Extent of Fence: As required to enclose Project site or portion determined sufficient to accommodate construction operations or as indicated on Drawings.
   2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

F. Install full coverage with green wind screen fabric on temp. fencingto block viewing through construction fencing. Wind screen fabric shall be anchored or weighted sufficiently to resist design wind loads indicated on Drawings.

G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

I. Covered Walkway: Erect structurally adequate, protective, covered walkway for passage of individuals along adjacent public street(s). Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
   1. Construct covered walkways using scaffold or shoring framing.
   2. Provide wood-plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
   3. Extend back wall beyond the structure to complete enclosure fence.
   4. Paint and maintain in a manner approved by Owner and Architect.

J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
   1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.
   1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
   2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
      a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
   3. Insulate partitions to provide noise protection to occupied areas.
   4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
   5. Protect air-handling equipment.
   6. Weather strip openings.
   7. Provide walk-off mats at each entrance through temporary partition.

L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with 2010 CFC Chapter 14.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. At Substantial Completion, clean and renovate permanent facilities used during construction period.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and product substitutions.

B. Related Sections include the following:
   1. Division 1 Section "References" for applicable industry standards for products specified.
   2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
   3. Other Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Proposed products by manufacturers not listed in Manufacturers list.

C. Basis-of-Design: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating “or equal” products of other named manufacturers.

1.3 SUBMITTALS

A. Substitution Requests: Submit 4 copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use form provided at end of Section.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   a. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   b. Samples, where applicable or requested.
   c. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request.
   a. Form of Acceptance: Change Order.
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

B. Named Product and Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

C. All substitutions shall to be submitted by the bidder before the opening of the bids.
   1. All questions from potential bidders must be submitted through the e-procurement portal.
   2. Any request for substitution must be submitted by the potential bidder while the bid is still advertised so the City can review it, make a determination, and provide a response through an addendum.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
   1. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Store cementitious products and materials on elevated platforms.
   5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   7. Protect stored products from damage and liquids from freezing.
   8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
   3. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.

C. Warranty Period: Warranty period specified in each sections are minimum requirements. Do not modify manufacturer’s standard warranty period if the manufacturer’s warranty has longer warranty period.

D. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or an equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with “or equal”.
6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Product Substitutions" Article to obtain approval by Architect for use of an unnamed product.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
   a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include custom or premium items.
   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes standard, custom, and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   2. Requested substitution does not require extensive revisions to the Contract Documents.
   3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   4. Substitution request is fully documented and properly submitted.
   5. Requested substitution will not adversely affect Contractor's Construction Schedule.
   6. Requested substitution has received necessary approvals of authorities having jurisdiction and has paid any fees.
   7. Requested substitution is compatible with other portions of the Work.
   8. Requested substitution has been coordinated with other portions of the Work.
   9. Requested substitution provides specified warranty.
   10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
   11. Furnish samples upon requested by Architect.
   12. Attached Request for Substitution Form shall used for substitution requests.
   13. Any request for substitution must be submitted by the potential bidder while the bid is still advertised so the City can review it, make a determination, and provide a response through an addendum.

PART 3 - EXECUTION

3.1 FORMS

A. Electronic versions of attached forms will be provided upon request. Use Procore software to submit.
   1. Product List Form.
   2. Similar Installation List Form.
   3. Substitution Request Form.

END OF SECTION 016000

SUBSTITUTION REQUEST FORM

Use this form for requesting "or equal" products and materials.

Project:	Substitution Request Number:
	From:
To:	Date:
	Project Number:

Specification Section Title:		
Section Number:	Page:	Article/Paragraph:
Specified Item:		

Proposed Substitution:	
Manufacturer:	Address:
Contact Name:	Phone Number:
☐ Comparison between proposed substitution and specified product is attached. Note all differences.	

Reason for not using specified item:

☐ Specified product is no longer available.
☐ Substitution will improve lead time by_____days
☐ Substitution will save Owner $ _____
☐ Other:

☐ List 3 similar installations including project name, address, owner, and date installed is attached.
Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explanation attached.

Supporting Data Attached:

☐ Product Data (indicate any options to be included)
☐ Drawings ☐ Test Reports ☐ Samples ☐ Color Chart ☐ Other:

Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable is available.
- Proposed substitution will not affect or delay Construction Progress Schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

- Substitutions for products or systems involving structural, fire/life safety and access compliance will require AHJ approval. This will add time required to review those substitutions requiring AHJ approval. Contractor is solely responsible for all documentation, cost, and time required to obtain AHJ approval.

Submitted by:	Firm:
Signature:	Date:
Comments:	

A/E Review:
☐ Approve Substitution.
☐ Approve Substitution as Noted.
☐ Reject Substitution. Use specified product.
☐ Reject Substitution. Use specified product. Substitution request received too late.

Signed by:	Date:
Comments:	

Owner's Review and Action (Approval of substitution is not valid without Owner's signature)
☐ Substitution approved.
☐ Substitution approved as Noted.
☐ Substitution rejected. Use specified product.

Signed by:	Date:

Comments:

End of Substitution Request Form

PRODUCT LIST FORM

☐ Preliminary Product List.
☐ Complete Product List.
Include a written explanation for omissions of data and for variations from Contract requirements.

Project: _____ From: _____

To: _____ Date: _____

Spec Section		Early approval? ☐ Yes ☐ No	Product	Model No.	Manufacturer	Supplier	Installer	Delivery Date
No.	Title							

SIMILAR INSTALLATION LIST FORM

Provide minimum 5 similar installations within last 3 years.

Project: _____ From: _____

To: _____ Date: _____

	Date of Installation	Project Name	Owner Info	GC Info	Architect info
1					
2					
3					
4					
5					
6					
7					
8					

End of Previous Project List Form

SECTION 017300 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. General installation of products.
   4. Coordination of Owner-installed products.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.
   8. Correction of the Work.

1.2 SUBMITTALS

A. Qualification Data: For professional engineer.

B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposals as applicable.

D. Certified Surveys: Submit 2 copies signed by professional engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
   1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

B. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
   1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
   2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Provide protection against weather, rain, wind, storms, frost and heat so as to maintain all work and materials free from injury or damage.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the following:
   1. Disposing of nonhazardous construction waste.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE GOALS

A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 50 percent by weight of total waste generated by the Work.
   1. Not a requirement, but a goal for sustainable design. No extra cost should incur to Owner.

1.4 SUBMITTALS

A. Waste Management Plan: Submit 3 copies of plan within 30 days of date established for the Notice to Proceed.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
   1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
   2. Review requirements for documenting quantities of each type of waste and its disposition.
   3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
   4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
   5. Review waste management requirements for each trade.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
   1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
   4. Store components off the ground and protect from the weather.
   5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.2 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
   1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Warranties.
   2. Extra Materials.
   3. Final cleaning.

1.2 SUBMITTALS

A. Submit a copy of Acceptance forms submitted to enforcement agency.

1.3 CLOSEOUT.

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
   1. Architect/Owner along with Contractor to prepare a list of items to be completed and corrected (punch list) at substantial completion.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
   7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
   8. Complete startup testing of systems.
   9. Submit test/adjust/balance records.
   10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   11. Advise Owner of changeover in heat and other utilities.
   12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
   13. Complete final cleaning requirements, including touchup painting.
   14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request to Owner/Architect for inspection for Substantial Completion. On receipt of request, Owner/Architect will either proceed with inspection process or notify Contractor of unfulfilled requirements. Owner/Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner/Architect, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
   2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report and warranty.
   5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection process for acceptance. On receipt of request, Owner/Architect will either proceed with inspection process or notify Contractor of unfulfilled requirements. Owner/Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST) Architect/owner to provide

A. Preparation: Submit one copy of the list to Owner/Architect. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use form attached.
   1. Organize a list of spaces including exterior areas and interior areas.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date specified in General Conditions.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind or otherwise organize warranties in an orderly fashion.
   2. Include Table of Contents or written outline of warranties such that Owner can easily identify the product or installation associated with each warranty.
   3. Provide the name, address, and telephone number of the Installer or firm providing the warranty.
   4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

1.7 EXTRA MATERIALS

A. Deliver to Owner's facility manager extra materials specified in each section.

B. Organize submitted materials in orderly sequence based on the table of contents of the Project Manual.

C. Label each items for easy identification.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Remove tools, construction equipment, machinery, and surplus material from Project site.

d. Removed.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
g. Remove labels that are not permanent.
h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
j. Replace parts subject to unusual operating conditions.
k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
m. Clean ducts, blowers, and coils if units were operated without filters during construction.
n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
o. Leave Project clean and orderly.

3.2 FORMS

A. Electronic versions of attached forms will be provided upon request. Use Procore software to submit.
    1. Punch-List Form.

END OF SECTION 017700

PUNCH-LIST FORM

☐ Preliminary Punch-List.
☐ Final Punch-List.

Project:	From:
To:	Date:

Item No.	Room No.	Area	Description	Completion Date	A/E Verification

End of Punch-List Form

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Maintenance manuals for the care and maintenance of products, materials, and finishes.

1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 SUBMITTALS

A. Final Submittal: Submit 1 copy of each manual in final form before final inspection. Architect will return copy with comments within 15 days after final inspection.
   1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.4 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.
   3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of Architect.
   7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
   1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-

reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Gas leak.
   4. Water leak.
   5. Power failure.
   6. Water outage.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
   6. Normal shutdown instructions.
   7. Seasonal and weekend operating instructions.
   8. Required sequences for electric or electronic systems.
   9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   4. Material and chemical composition.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.

3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a

tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an understandable drawing technique.
      c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
   2. Content: Types of items requiring marking include, but are not limited to, the following:
      a. Dimensional changes to Drawings.
      b. Revisions to details shown on Drawings.
      c. Depths of foundations below first floor.
      d. Locations and depths of underground utilities.
      e. Revisions to routing of piping and conduits.
      f. Revisions to electrical circuitry.
      g. Actual equipment locations.
      h. Duct size and routing.
      i. Locations of concealed internal utilities.
      j. Changes made by Change Order or Construction Change Directive.
      k. Changes made following Architect's written orders.
      l. Details not on the original Contract Drawings.
      m. Field records for variable and concealed conditions.
      n. Record information on the Work that is shown only schematically.
   3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:
a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

C. See mechanical, electrical, plumbing specifications for electronic file (Autocad or Revit) format record drawing requirements, if any.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and

in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

3.2 FORMS

A. Electronic versions of attached forms will be provided upon request. Use Procore software to submit.
   1. Record Product Data Form.

END OF SECTION 017839

RECORD PRODUCT DATA FORM

Record Product Data is due no later than 10 calendar days after the date of Substantial Completion. Photocopy for continuation sheets. List products in order by specification section numbers.

Project Name:	From:
To:	Date:

Spec Section		**Originally Specified**		**Actually Installed**	
No.	**Title**	**Model**	**Manufacturer**	**Model**	**Manufacturer**

End of Record Product Data Form

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel in the maintenance and operations of the building and its systems, including the following:
   1. Demonstration and training in the operation of systems, subsystems, and equipment including emergency procedures.
   2. Provide a list including contact information for each subcontractor responsible for all of the major systems and equipment.

1.2 SUBMITTALS

A. At completion of training, submit 2 complete training manual(s) for Owner's use.

1.3 QUALITY ASSURANCE

A. Instructor Qualifications: A member of the staff of contractor may provide the instruction and training outlined herein. Only if needed for specialized systems, a factory-authorized service representative experienced in the specific operation and maintenance of a particular item will be called in to provide procedures and training to Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017900

SECTION 024116 - DEMOLITION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Removal and disposal of designated pavements, concrete, curbs, culverts, utilities and other structures.

1.2 RELATED WORK

A. Section 31 11 00: Clearing and Grubbing

B. Section 31 22 13: Site Excavation

1.3 1.3 QUALITY ASSURANCE

A. Contractor Qualifications: Minimum of 5 years experience in demolition of comparable structures.

B. Requirements of Regulatory Agencies:
   1. Comply with requirements of codes.
   2. Comply with requirements of local Public Health Authority.
   3. Comply with local utility companies and/or utility districts.

1.4 SUBMITTALS

A. Certificates of severance of utility services.

B. Permit for transport and disposal of debris.

C. Demolition procedures and operational sequence for review by Owner's Representative

1.5 JOB CONDITIONS

A. Protection:
   1. Erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect structures, and utilities remaining intact.
   2. Protect designated trees and plants from damage.

B. Maintaining Traffic:
   1. Ensure minimum interference with roads, street, driveways, sidewalks, and adjacent facilities.
   2. Do not close or obstruct streets, sidewalks, alleys or passageways without permission from authorities having jurisdiction.
   3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare adjacent areas to prevent injury, movement or settlement of structures which are to remain.

B. Arrange for, and verify termination of utility services to include removing meters and capping lines.

C. Remove items scheduled to be salvaged for Owner, and place in designated storage area.

3.2 DEMOLITION

A. Remove concrete pavement, base, curbs, gutters, sidewalks, driveways, etc. And dispose of as follows:
   1. Dispose of items which are not more than two feet below subgrade elevation.
   2. Break items more than two feet below subgrade elevation into sizes not to exceed twelve inches in maximum dimension and leave in place, unless it interferes with succeeding items of construction.
   3. Stockpile ballast; gravel other pavement materials when required.

B. Coordinate removal and relocation of power poles, traffic signal poles, street lighting, telephone lines and site lighting, with the local electric utility.

C. Remove existing water services, sanitary sewer and storm drainage pipe and structures as indicated and as necessary to facilitate new construction.

D. Remove old foundations, cisterns, etc., which may be encountered within the building area.

3.3 DEBRIS REMOVAL

A. Promptly remove demolition debris from site.

B. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site.

C. C. Do not store or burn materials on site.

END OF SECTION 024116

SECTION 311100 - CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Clearing, grubbing, removal and disposal of vegetation, rocks, roots and debris, stripping surficial organic-laden soils and topsoil, undercutting unsuitable surface materials within the limits of the work except objects designated on the drawings to remain.

B. Preserve from injury or defacement all vegetation and objects to remain.

1.2 RELATED WORK

A. Section 02 41 16: Demolition

B. Section 31 22 13: Site Excavation

C. Section 31 23 40: Backfilling and Finish Grading

1.3 LIMITS OF WORK

A. Construction area established by drawings.

B. Approved borrow pit areas.

C. Designated stockpiles of construction material other than borrow material.

1.4 PROTECTION

A. Protect living trees not marked for removal and outside the construction area. Treat cut or scarred surfaces of trees or shrubs with a paint prepared especially for tree surgery.
   1. Trees shall be protected by fencing to be located around the entire perimeter of the tree at the approximate dripline location.
   2. Shrubs and bushes shall be protected by fences or barricades.
   3. Shallow-rooted plants shall be protected at ground surface under and in some cases outside the spread of branches by ground cover protection consisting of 6-inch additional soil or crushed rock to be removed at completion of project.

B. Protect benchmarks and existing structures, roads, sidewalks, paving and curbs against damage from vehicular or foot traffic.

C. Maintain designated temporary roadways, walkways and detours, for vehicular and pedestrian traffic.

PART 2 - PRODUCTS

A. Fence shall be plywood or dimension lumber; suitable salvaged materials are acceptable.

B. Wound paint shall be a standard bituminous product.

C. Barricades shall be in accordance with local governing authority.

PART 3 - EXECUTION

3.1 PREPARATION

A. Maintain benchmarks, monuments and other reference points. Re-establish if disturbed or destroyed at no cost to Owner.

3.2 CLEARING AND GRUBBING

A. Clear and grub areas required for access to site and execution of the work. The clearing operations shall extend at least ten feet beyond the perimeter of the proposed building and parking/drive areas.

B. Stumps and roots should be completely removed from beneath the proposed building and parking/drive areas, and voids created should be cleaned and backfilled with compacted structural fill.

C. Remove low hanging, unsound or unsightly branches on trees or shrubs designated to remain.

D. Trim approximately ten feet.

E. Grub borrow pit and stockpile areas of all objectionable material. Strip overburden before placing material in stockpile areas.

F. Perform clearing and grubbing well in advance of construction or material removal activities.

3.3 PRUNING

A. If trees, shrubs and other perennial growth are damaged in the course of Work of this Contract, prune damaged branches back to the first health (i.e., the nearest undamaged forks in branches or to the trunk) in accordance with standard practices of the industry.
   1. Where branches are cut back to the trunks, completely remove branches so there is no stub to become infected, and so that bark can heal itself over the cut.
   2. "Head-Back" cuts (cuts at right angles to the line of growth) of branches away from a fork will not be permitted.

B. Paint wounds over 1 inch in diameter.

3.4 DEBRIS REMOVAL

A. Promptly remove cleared debris from site.

B. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site.

C. Do not burn or bury materials on site.

3.5 REPAIRS

A. Should utilities to remain or other physical property be damaged by work of this Section, the damage shall be repaired at the contractor's expense.

B. Backfill all excavations opened as a result of the work of this Section with the type of fill specified in Section 31 23 40 for the individual locations.

END OF SECTION

SECTION 312213 - SITE EXCAVATION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Excavating and grading for:
   1. Roadways & Parking areas.
   2. Building pads.
   3. Embankment areas.
   4. Waterways and ditches (including inlet structures and outlet ditches, channels, ponds, waterways, etc.)

B. Excavating of unsuitable material from beneath structured areas and fill embankment areas.

1.2 RELATED WORK

A. Division One: Testing Laboratory Services

B. Section 22 14 00: Storm Drainage Systems

C. Section 31 11 00: Clearing and Grubbing

D. Section 31 23 35: Excavating and Backfilling for Service Utilities

E. Section 31 23 40: Backfilling and Finish Grading

F. Section 31 71 15: Proof Rolling

1.3 QUALITY ASSURANCE

A. Testing Firm and Geotechnical Engineer:
   1. The Geotechnical Engineer and Testing Firm's fees will be paid by the Owner except when the Geotechnical Engineer or Testing Firm personnel are notified by the Contractor that work will be in progress, and they (Geotechnical Engineer or testing personnel) mobilize to job site and work is not in progress or not ready for testing. In these cases, the Contractor shall pay for Geotechnical Engineer's or testing firm personnel's time and mileage.
   2. Contractor shall pay for all retesting as required.
   3. Have earth borrow fill and structural fill tested and approved by designated geotechnical engineering and construction materials testing firm before moving materials to the job site.
   4. Areas where building and paved areas will be located shall be thoroughly proof-rolled as per Section 31 17 15.
   5. Compaction testing of fill, backfill, and in-place soil shall be performed by Testing Firm .
   6. Document quantities of materials where unit prices are involved.
   7. A representative number of in-place field density tests shall be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained.

8. In-place density tests shall be performed at representative locations in the bearing level soils in the footing excavation bottoms.
9. Field density tests shall be performed within fill areas at a frequency of not less than one (1) test per 2,500 square feet per lift in the building areas, or at a minimum of two (2) test locations, whichever is greater.
10. For compacted fill placed beneath pavements, field density tests shall be performed at a frequency of not less than one (1) test per 5,000 square feet per lift, or at a minimum of two (2) tests per lift, whichever is greater.
11. Field density tests shall also be performed as follows:
    i. At least one (1) density test for every 100 feet of wall footing.
    ii. At least one (1) density test for each column footing.
    iii. At least one (1) density test per lift for every 200 linear feet of utility trenches.

1.4 EXISTING CONDITIONS

A. Known underground, surface and aerial utility lines, and buried objects are indicated on the Drawings.

B. Do not interrupt existing utilities service to facilities occupied and used by the Owner or others, except when permitted in writing, by Owner's Representative and then only after temporary utility services have been provided.

1.5 PROTECTION

A. Protect trees, shrubs and lawns, rock outcroppings and other features remaining as part of final landscaping.

B. Protect benchmarks, existing structures, fences, roads, sidewalks, paving and curbs against damage from equipment and vehicular traffic.

C. Protect aerial, surface, or underground utility lines and appurtenances which are to remain.

D. Repair damage.

E. Erosion control must be maintained. Refer to notes on General Note’s sheet and Erosion and Sediment Control Details plan.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavations free of water during the entire progress of the work, regardless of the case, source, or nature of the water. Refer to the geotechnical report for details regarding the sensitivity of existing soils to moisture.

B. Trees shall be left undisturbed, insofar as possible, as shown on drawings.

1.7 SEDIMENT AND EROSION CONTROL

A. Install all erosion control measures prior to beginning site grading operations.

B. Protect newly graded areas from erosion. Where necessary, temporarily seed disturbed areas with Bahia or annual rye grass at a rate of 4 lbs/1000 sq. Ft. If seeding is necessary in summer months, contact the Owner's Representative for an approved seeding application.

C. Repair settlement and erosion which occurs prior to acceptance of work.

D. Temporary Ditch Checks: Place two unbroken straw bales in a "V" formation, with open end upstream in ditches as directed by Owner' Representative. Place ditch check at 50 foot intervals for ditches, with slopes between 1.0 percent and 3.0 percent. For ditches steeper than 3.0 percent, place at 25 foot intervals and stake each bale firmly with a 2" x 4" wood stake or other means as directed by the Owner's Representative.

E. Leave straw bale ditch checks in place throughout construction except when ditches are fine graded, and seeded or sodded.

F. Perform periodic maintenance on ditch checks to remove sediment and replace straw bales as necessary so as not to inhibit flow or runoff.

1.8 REFERENCE STANDARDS

A. Determine the maximum dry density and optimum moisture in accordance with ASTM D1557 of all proposed fill soils, as well as natural ground to be compacted.

B. Soil and rock borings, soundings, and other geotechnical information if provided, are:
   1. For information purposes only.
   2. No guarantee of existing conditions.
   3. No substitute for investigations deemed necessary by Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: Excavated materials, graded free of roots, subsoil, debris, large weeds, toxic substances, and rocks greater than 1 inch.

PART 3 - EXECUTION

3.1 PREPARATION

A. Establish and identify required lines, levels, contours and datum.

B. Maintain benchmarks, monuments, and other reference points. Reestablish if disturbed or destroyed, at no cost to Owner.

C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.

D. Maintain, protect, reroute or extend as required existing utilities to remain which pass through the work area.

E. Upon discovery of unknown utility or concealed conditions, discontinue affected work and notify the Architect.

3.2 REMOVAL OF TOPSOIL

A. Remove topsoil of horticultural value from areas to be excavated and regraded, and stockpile in designated area.

B. Do not permit topsoil to be mixed with soils to be reused as fill or backfill.

C. Do not strip topsoil when wet.

3.3 EXCAVATION DEWATERING

A. All excavations and below-grade construction shall be conducted "in the dry." Prior to excavation, the groundwater level shall be lowered and maintained at least two feet below the bottom of the excavation to limit the potential for instability.

B. The contractor shall be responsible for verifying groundwater levels during construction.

C. The contractor shall be responsible for the design, installation and maintenance of a properly functioning dewatering system. The design of the dewatering system shall be in conjunction with the design of any excavation support system.

3.4 GENERAL SITE EXCAVATION

A. Do not excavate wet subsoil materials.

B. Excavate subsoil required to allow placement of compacted backfill under paving and site structures, and to accommodate construction operations.

C. Machine slope banks to angle of repose or less until shored.

D. Removed lumped subsoil, boulders and rock.

E. Completely remove stumps, roots over 1 inch in diameter, and similar on-grade and below-grade obstructions within the area to be covered by new construction and for a distance of 10 feet beyond area in all directions. In other areas disturbed by grading, remove such obstructions to a depth of 2 feet below subgrade.

F. Correct unauthorized excavation, including areas over-excavated by error, at no extra cost to the Owner.

G. Stockpile excavated material in designated area on site to a depth not exceeding 8 feet and protect from erosion. Remove from site excess material not being reused. Stockpile areas are to be identified during a pre-construction meeting of the jobsite.

H. Excavations shall be backfilled with suitable compacted Structural Fill.

3.5 PREPARATION OF NATURAL GROUND

A. Proof-Roll in accordance with section 31 71 15. Owner's Representative is to identify any unstable areas.

B. Exposed subgrade soils at the bottoms of excavations shall be compacted to at least 95% of the modified Proctor maximum dry density (ASTM D1557) for a depth of at least 12” below the surface.

C. Continuous wall footing trenches and individual footing pits shall be excavated to footing line and bottom grade. Exposed bearing soils at the bottoms of footing excavations shall be compacted to at least 95 percent of the modified Proctor maximum dry density to a depth of at least 2 feet below the bottom of the footing. If necessary, the bottom of footing excavations shall be recompacted, or it shall be overexcavated, refilled with structural fill, and compacted to achieve the minimum field density to the required depth.

3.6 REMEDIAL WORK

A. Exposed subgrade soils at the bottoms of excavations shall be evaluated by the Owner’s testing firm prior to backfilling and prior to steel and concrete placement. If unsuitable soils or soils that cannot be readily moisture conditioned and compacted are encountered at the bottoms of excavations, then these soils shall be over-excavated at least two feet beneath the bottom of the foundation and replaced with compacted structural fill.
   1. Notify the Engineer to obtain approval prior to beginning undercutting operations.
   2. Keep records of material quantities removed and replace as specified in Division 1and have materials verified by the Owner's testing agency.

B. Excavate shallow temporary drainage ditches to facilitate removal of excess moisture from subgrade areas.

C. Backfill and compaction of areas excavated under this Section is specified in Section 31 23 35.

3.7 CLEAN-UP AND DISPOSAL OF DEBRIS

A. Remove surplus materials and debris from site.

END OF SECTION

SECTION 312335 - EXCAVATING AND BACKFILLING FOR SERVICE UTILITIES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Excavation for piped utility material.

B. Provide necessary sheeting, shoring and bracing.

C. Prepare trench bottom with appropriate materials.

D. Dewater excavation as required.

E. Place and compact granular beds, as required, and backfill.

1.2 RELATED WORK

A. Division One: Testing Laboratory Services

B. Division One: Project Close Out

C. Section 22 14 00: Storm Drainage Systems

D. Section 31 11 00: Clearing and Grubbing

E. Section 31 22 13: Site Excavation

F. Section 31 23 40: Backfilling and Finish Grading

G. Section 32 12 16: Asphaltic Concrete Paving

H. Section 33 11 20: Domestic Water & Fire Services

I. Section 33 30 00: Sanitary Sewage Systems

1.3 TESTS

A. Field density testing shall be performed in accordance with ASTM D6938, ASTM D4564, or other method recommended by the Owner's testing agency and acceptable to the Owner's Representative.

1.4 PROTECTION

A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation. The contractor shall be responsible for the design, installation and maintenance of any excavation support system. The design of the excavation support system shall be in conjunction with the design of any dewatering system.

B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases. The contractor shall be responsible for the design, installation and maintenance of any underpinning system.

C. Notify the Engineer of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.

D. Provide surface drainage to keep excavations free of water. Grade the top perimeter of excavations to prevent surface water run-off into excavations. Pump if required.

E. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.

F. Protect Public utilities at project site property lines to prevent damage.

1.5 QUALITY ASSURANCE

A. Comply with requirements of the local department of public works.

1.6 COORDINATION

A. Schedule trench excavations so that those pipes passing under foundations are in place and trench backfill is properly placed and compacted before foundations are placed.

B. Coordinate with other trades affected by this work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe and structure bedding:
   1. Compacted natural ground or Structural Fill as specified Section 31 23 40.
   2. Coarse aggregate shall conform to the physical and gradation requirements provided by the State Highway Specifications Section 901 for No. 57 Stone.
   3. Fine aggregate: Clean, natural or manufactured sand, washed, free of silt, loam, friable or soluble materials, and organic matter, with no more than 15% finer than a No. 200 sieve.

B. Trench and pit backfill:
   1. Structural Fill shall be as specified in Section 31 23 40.

PART 3 – EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum under provisions of the Division 1 of the Specifications.

3.2 EXCAVATION

A. General:
1. Make excavations sufficiently wide to provide adequate working room for proper installation of pipes, buried structures, and any excavation support system, and to allow for inspection and testing. Hand trim excavation and leave free of loose matter.
2. Remove lumped subsoil, boulders, and rock.
3. Depths: Unless otherwise indicated, excavate to a depth which will allow placement of pipes below frost line, but in no case less than 2 feet below finished grade.
4. When excavation is in rock, over excavate at least 6 inches and backfill with compacted Structural Fill for bedding.
5. Do not allow excavation to interfere with normal 45° bearing splay of foundations.
6. Correct unauthorized excavation at no cost to the Owner. Fill over-excavated areas under pipe bearing surfaces in accordance with direction by the Engineer.
7. Provide separate trenches for water lines and sewer lines. Provide separation specified in individual utility Sections.
8. Stockpile excavated material in an area designated on the site. Keep material separate from materials stockpiled for reuse as backfill for structures and lawn areas. Remove excess materials from the site.
9. Do not allow any pipe to be laid in wet, muddy or frozen trenches.

B. Trenches:
1. Bell and spigot type piping:
   a. Excavate trenches wide enough to allow for proper jointing, bedding and visual inspection of at least the top half of each side of pipe.
   b. Excavate to a depth below fill aggregate so that tops of all piping is at least one foot below bottoms of concrete slabs.
   c. Sewer and drain lines: Unless otherwise indicated, establish uniform rates lines will have a drop of 1/4 inch per foot inside of the building, and 1/8 inch per foot outside of the building.
   d. Excavate so that bottom is uniformly smooth, and with bell holes scooped out so that the barrel of each length of pipe is fully supported.
   e. Blocking to raise the pipe to grade shall not be used.

2. Copper pipe, PVC pipe and electrical conduit:
   a. Excavate to a depth below fill aggregate, or furrow out fill aggregate, as applicable, so that tops of all runs are at least 6 inches below bottoms of concrete slabs after bedding is accomplished.
   b. In earth fill below aggregate, excavate to a depth of at least 6 inches below bottoms of runs in final position and backfill with sand. Tamp sand to settle it and provide a smooth surface to uniformly support runs.
   c. In furrowed out fill aggregate, line trenches with a layer of roofing felt. Place at least 3 inches of sand on top of felt and tamp it smooth.
   d. Trenches may be narrow provided materials to be installed can be properly bedded, connected and inspected.

C. Pit Excavation:
1. Excavate pits for items such as, but not limited to, manholes, catch basins, and grease traps to depths required for proper installation of items.
2. Make bottoms smooth and level.
3. Over excavate sides of pit enough to provide space for construction of forms or masonry work, as required, for proper installation, backfilling and compacting, inspection and testing.

3.3 INSPECTION

A. Verify that stockpiled fill is approved.

B. Verify that adjacent construction is braced to support surcharge forces imposed by backfilling operations.

C. Verify areas to be backfilled are free of debris, snow, ice or water, and that ground surfaces are not frozen.

3.4 BACKFILLING

A. General:
1. Do not backfill until lines are installed, tested, and approved.
2. Support pipe and conduit during placement and compaction of bedding fill.
3. Backfill to contours and elevations. Backfill systematically, as early as possible, to allow maximum time for settlement. Do not backfill over porous, wet or spongy surfaces.
4. Place and compact fill materials in continuous layers not exceeding 6 inches in loose depth.
5. Maintain optimum moisture content of backfill materials to attain required compaction density.
6. Remove surplus backfill materials from the site.
7. Leave stockpile areas completely free of excess fill materials.

B. Backfilling pipe 4 inches in diameter and larger:
1. Bed pipe a minimum depth of 6 inches and extend pipe springline. Place bedding to uniformly support pipe along the entire length and tamp to a dense condition.
2. Backfill with approved materials to level of adjacent grades by placing in 6-inch maximum lifts and compacting each lift as specified herein.

C. Backfilling pipe less than 4 inches in diameter:
1. Bed pipe a minimum depth of 3 inches and extend to one foot above top of pipe. Place bedding to uniformly support pipe along the entire length and tamp to a dense condition.
2. Backfill with approved materials to level of adjacent grades by placing in 6-inch maximum lifts and compacting each lift as specified herein.

D. Backfilling pits:
1. Do not backfill pits until items have been completed and tested.
2. Concrete, masonry and cast iron items: Backfill with coarse aggregate. Place aggregate in one-foot layers and compact each layer after it is placed.
3. Where items are placed in lawn areas, fill aggregate to within 2 ft. Of finished grade, and finish backfilling to grade with earth fill. Tamp and compact earth fill to the same density as adjacent grade materials.
4. Where items are placed in areas covered by paving or other hard surfaced construction, fill with coarse aggregate to bottom of base course.

3.5 TOLERANCES

A. Top surfaces of backfilling: 1 inch.

3.6 COMPACTION

A. Structural areas (outside of building pad): Compact each lift to 95% of the modified Proctor (ASTM D1557) maximum dry density.

B. Lawn and landscape areas: Compact to 90% of the modified Proctor (ASTM D1557) maximum dry density.

3.7 CLEAN-UP

A. After work of this Section is completed, leave areas clean and free from debris.

B. After backfill is complete, remove excess earth fill material and spread on the job site in a designated area. Excess aggregate fill shall be removed from the job site and disposed of in accordance with local regulations.

END OF SECTION

SECTION 312340 - BACKFILLING AND FINISH GRADING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Finish grade sub-soil.

B. Cut out areas to receive stabilizing base course materials for paving and sidewalks.

C. Place, finish grade and compact topsoil.

1.2 RELATED WORK

A. Division One: Testing Laboratory Services

B. Section 31 11 00: Clearing and Grubbing

C. Section 31 22 13: Site Excavation

D. Section 31 23 20: Excavation and Backfill for Structures

E. Section 31 23 35: Excavating and Backfilling for Service Utilities

F. Section 31 71 15: Proof-Rolling

G. Section 32 92 23: Sodding

1.3 PROTECTION

A. Prevent damage to existing trees to remain, bench marks, pavement, and utility lines. Correct damage at no cost to the Owner.

1.4 QUALITY ASSURANCE

A. Owner will employ a qualified geotechnical engineering and construction materials testing firm to observe this work and make tests, as required. Testing firm will:
   1. Have borrow fill, aggregate, sand and topsoil tested and approved before it is moved to the project site.
   2. Observe proof-rolling of site to assess adequacy of in-place soils.

3. Test in-place soil and filled and compacted areas.
4. Document quantities of materials removed and quantities of material placed, where Unit Prices are involved.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Structural fill shall consist of cohesionless sands containing no more than 12 percent fines (Unified Soil Classification SP or SP-SM) that are free of organics, debris, roots, deleterious matter, and elongated or flat particles susceptible to degradation.

B. All material being used as fill and backfill shall be tested and approved by the geotechnical testing firm before placement.

C. Refer to the Geotechnical Engineering Report for an opinion of the suitability of on-site soils for reuse as fill and/or backfill. If suitable, the soils shall be observed and tested by the geotechnical testing firm to assess its suitability for use as fill and/or backfill.

D. Structural fill shall be placed and compacted in loose lift thicknesses appropriate for the compaction equipment being used. Each lift shall be compacted to a density of at least 95 percent of the modified Proctor maximum dry density. The upper 12 inches of fill in the building floor slab areas shall be compacted until densities of at least 95 percent of the modified Proctor maximum dry density are uniformly obtained.

E. Soil moisture content shall be adjusted as needed to facilitate placement and compaction.

PART 3 - EXECUTION

3.1 BACKFILLING

A. Examination: Verify fill materials to be reused are acceptable under requirements of the Contract Documents.

B. Preparation:
1. Proofroll subgrade prior to fill placement as specified in Section 31 71 15, and repair unstable subgrades prior to fill placement.

C. Backfilling:
1. Backfill areas to required elevations with unfrozen specified materials and compact to density equal to or greater than requirements specified below.
2. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

3. Place and compact materials in continuous layers not exceeding the following thickness in compacted depth:
   a. Granular fill: 12 inches.
   b. Cohesive fill: 8 inches.
4. Soil moisture content shall be adjusted as needed to facilitate placement and compaction. Maintain soil near optimum moisture content of backfill materials for structurally loaded areas within a range of -2 to +2 percentage points of the optimum moisture content value.

D. Slopes:
1. Minimum slope grade away from building minimum 0.2 feet in 10 feet unless indicated otherwise. Achieve a slope of 0.5 feet in 10 feet, wherever possible.
2. Make grade changes gradual. Blend slope into level areas.

E. Stockpile areas:
1. Remove surplus backfill materials from the site or dispose of on-site in a designated area.
2. Leave areas completely free of excess materials.

F. Field quality control:
1. Field inspection and testing will be performed as defined in Division 1 of the specifications.
2. Moisture-density testing of fill and backfill soils shall be in accordance with ASTM D1557 (modified Proctor).
3. Field density testing shall be performed in accordance with ASTM D6938, ASTM D4564, or other method recommended by the Owner's testing agency and acceptable to the Owner's Representative.
4. If tests indicates the work of this Section does not meet specified requirements, recompact in place or remove and replace, then retest materials at no cost to the Owner.
5. Proofroll compacted fill surfaces under slabs-on-grade and paving for a distance of 10 feet beyond slabs and paving in all directions under provisions of Section 31 71 15.

3.2 PROTECTION OF FINISHED WORK

A. Recompact fills subjected to vehicular traffic.

3.3 SCHEDULE

A. The paragraphs below identify location, fill material to be used (identified from lower to upper fill material), compacted thickness of each fill, and compaction expressed as a percentage of maximum density and optimum moisture in comparison with soil Proctor specified above.

B. Areas under building: Refer to Structural specifications and drawings for fill requirements beneath the building envelope.

C. Seeded, sodded and landscaped areas: Structural Fill or suitable earth fill to 6 inches below finish grade, compacted to 90%.

D. Asphalt Paving: Structural Fill to bottom of subgrade compacted to 95%.

E. Concrete paving: Structural Fill to bottom of subgrade compacted to 95%.

F. Concrete walks and pads: Structural Fill to bottom walk or pad compacted to 95%.

3.4 PLACING TOPSOIL

A. Place topsoil in areas where seeding, sodding, and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
   1. 6 inches for seeded areas.
   2. 6 inches for sodded areas.

B. Use topsoil in relatively dry state. Place during dry weather.

C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of sub-grades.

D. Remove stone, roots, grass, weeds, debris and other foreign material while spreading.

E. Manually spread topsoil around trees and plants to prevent damage which may be caused by grading equipment.

F. Lightly compact placed topsoil.

3.5 CLEAN-UP

A. Upon completion of work of this Section, clean up and leave area free of debris, excess material, and equipment.

B. Any excess earth shall be disposed of on-site by the contractor in an area to be designated by the owner's representative.

END OF SECTION

SECTION 317115 - PROOF ROLLING

PART 1 - GENERAL

1.1 RELATED WORK

A. Division One: Testing Laboratory Services

B. Section 31 05 50: Site Excavation

C. Section 31 23 40: Backfilling and Finish Grading

1.2 QUALITY ASSURANCE

A. The Owner will employ a qualified geotechnical engineering and construction materials testing firm to observe proof-rolling operations and perform required tests.

B. The contractor shall not perform proof-rolling operations unless testing firm personnel are present.

C. Neither proof-rolling operations nor subsequent fill operations will be accepted for payment unless testing firm personnel observes proof-rolling operations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Vehicle: Heavily-loaded, tandem-axle or similar rubber tired dump truck having weight of approximately 30,000 lbs, or similar equipment.

PART 3 - EXECUTION

3.1 PROOF-ROLLING AND COMPACTION

A. Proof-rolling shall occur after stripping and grubbing

B. Areas to proof-roll:
   1. Areas to be covered by construction.
   2. Areas to be covered with fill.
   3. Lawn areas attained by excavation.
   4. Areas 10 feet beyond the above areas in all directions.

C. Observation: Operate Vehicle at normal walking speed so that the testing firm personnel may observe the ground at all times. Testing personnel will conduct additional tests they deem necessary to assess conditions.

D. After stripping and proofrolling and prior to fill placement, exposed soils shall be uniformly compacted with overlapping passes of a vibratory drum roller with a drum diameter of at least 30 inches capable of exerting a minimum impact force of 40,000 pounds to densify the loose upper sands.

E. Densities of at least 95 percent of the modified Proctor (ASTM D1557) maximum dry density shall be obtained to a depth of at least 12 inches below the compacted surface.

F. Regardless of the degree of compaction achieved, a minimum of eight (8) complete overlapping coverages shall be made in the building pad area with the compaction equipment to help increase the density and improve the uniformity of the underlying sandy soils. The roller coverage shall be divided evenly into two (2) perpendicular directions.

G. Adjust moisture content as needed to facilitate the compaction process.

3.2 REMEDIAL WORK

A. Areas of unstable soils shall be undercut and backfilled with compacted structural fill, scarified and densified in place after adjusting the soil's moisture content as needed, or treated as recommended by the Geotechnical Engineer or his designated representative.

END OF SECTION

SECTION 320523 - SITE CONCRETE WORK

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Formwork complete with required shoring, bracing and anchorage.

B. Concrete reinforcing, complete with required supports, spacers and related accessories.

C. Cast-in-place concrete.

D. Construction, expansion and contraction joints.

1.2 RELATED WORK

A. Section 31 22 13: Site Excavation

B. Section 31 23 40: Backfilling and Finish Grading

C. Section 32 17 23: Pavement Marking

D. Section 03 35 19 Dry Shake Colored Concrete Hardener

1.3 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301. Maintain one copy at the job site.

B. Obtain materials from the same source throughout.

C. Do not place concrete when base surface temperature is less than 40oF or forecast to go below 40o for 24 hours, and when surfaces are wet or frozen.

1.4 REGULATORY REQUIREMENTS

A. Comply with local codes and ordinances for concrete work on public property.

1.5 TESTS

B. Submit the proposed mix design of each type of concrete at least two weeks prior to commencement of concrete work.

1. Base material proportions on ACI procedures.
2. Show type of materials, slump range, air content, aggregate gradation and 28 day compressive strength.

C. The Owner's testing agency will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.

1. Four test cylinders will be taken for every 75 (or less) cubic yards of concrete placed each day.
2. One slump test and air entrainment test will be taken for each set of cylinders taken.

D. Verify results of tests for compliance with the Contract Documents.

E. Compressive strength test specimens shall be taken by the Owner’s testing firm during construction from the first placement of each class of concrete placed each day, and for each 75 cubic yards or fraction thereof each day.

F. Each set of test specimens shall consist of 5 cylinders. Specimens shall be made in accordance with ASTM C31. Specimens shall be 4-inch diameter by 8-inch high cylinders.

G. Compression strength tests shall be in accordance with ASTM C39. One (1) cylinder shall be broken at three (3) days, one (1) at seven (7) days, two (2) at 28 days, and the remaining cylinder shall be held to verify test results, if needed.

H. The acceptance of the test results shall be the average of the strengths of the two specimens tested at 28 days as per ACI 318. Evaluation and acceptance of the concrete shall be per ACI 318, Chapter 5.

I. Slump Tests: One (1) slump test shall be taken per truckload in accordance with ASTM C143.

J. Air Content: Air content shall be determined for each set of compressive strength test specimens taken in accordance with ASTM C231 or by ASTM C173.

K. Temperature: Concrete temperature shall be recorded in accordance with ASTM C1064.

L. Concrete that fails to meet the ACI requirements and these Specifications is subject to removal and replacement.

1.6 SUBMITTALS

A. Submit product data on joint filler, admixtures and curing compounds including properties, chemical composition and installation instructions.

B. Submit shop drawings showing sizes and locations of reinforcing, splicing details and other pertinent installation details.

C. Submit certification that concrete materials comply with referenced standards.

D. Use Materials and Resources Form to report materials' recycled content, local/regional content, and cost for MR Credits 4 & 5 per section 018113.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete materials:
1. Cement: ASTM C150 Type I Portland cement, gray color.
2. Aggregates: ASTM C33.
3. Water: Clean and not detrimental to concrete.

B. Form materials:
1. Forms: Wood or steel form material profiled to suit conditions.
2. Joint filler: ASTM D994 bituminous type, 1/2 inch thick.
3. Form release agent: Colorless mineral oil which will not stain concrete or absorb moisture.
4. Fillets for chamfered corners: Wood or plastic strips sized to make a ¾ inch chamfered corner, maximum possible lengths.

C. Reinforcement:
1. Reinforcing steel: ASTM A615 Grade 60, deformed billet steel bars, uncoated finish.
2. Welded wire fabric: ASTM A185 plain type in flat sheets, uncoated finish.
3. Tie wire: Minimum 16 gauge annealed steel.
4. Dowels: ASTM A615 Grade 40 plain steel, uncoated finish.

D. Admixtures:
1. Air entrainment: ASTM C260.
2. Water reducing: ASTM C494 Type F high range.
3. Accelerating: ASTM C494 Type C.
4. Set-retarding: ASTM C494 Type B.

E. Joint sealer: ASTM D1190 hot poured elastic type.

F. Curing compound: ASTM C309, Type 1-D, Class 2, 30% solids.

2.2 CONCRETE MIX

A. Mix concrete in accordance with ASTM C94.
1. Air entrained to result in a 4 percent plus/minus 1 percent air.

2. Maximum slump of 4 inches.

B. Compressive strength:
1. Sidewalks, pads, curbs and gutters: 3500 psi at 28 days.
2. Vehicular pavements: 4000 psi at 28 days.

C. Accelerating Admixtures: Use in cold weather only when approved by the Architect. Use of admixtures will not relax cold weather placement requirements.

D. Set Retarding Admixtures
1. Use set-retarding admixtures in hot weather only when approved by the Architect.

E. Do not add calcium chloride to concrete.

PART 3 - EXECUTION

3.1 PREPARATION OF BASE

A. Verify that the supporting base is properly prepared and compacted, and true to line and grade.

B. Moisten base to minimize absorption of water from fresh concrete.

C. Notify the Architect a minimum of 24 hours prior to commencement of concreting operations.

D. Frames of subsurface structures: Coat surfaces of new and existing frames with oil to prevent bonding with concrete.

E. Notify the Owner's testing agency a minimum of 72 hours prior to commencement of concreting operations.

3.2 FORM WORK

A. Form Setting:
1. Place and secure forms to correct locations, dimensions and profiles.
2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
3. Construct forms sufficiently tight to prevent mortar leakage. Lock form section to be free from ply or movement in any direction.
4. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.
5. Provide chamfers at all exposed concrete edges.
6. Apply form release agent to form surfaces in accordance with the manufacturer's printed instructions, before placing reinforcing and embedded items.

B. Grade and Alignment:

1. Check and correct the alignment and grade elevation of the forms immediately before placing the concrete.
2. When any form has been disturbed or any grade has become unstable, reset and recheck the form.

3.3 REINFORCEMENT

A. Ensure all reinforcing is clean, and free of rust, scale, oil, dirt or other materials which may reduce bonding.

B. Have required bends made in the shop without heat.

C. Place reinforcement in accordance with approved shop drawings.

D. Interrupt reinforcement at expansion joints.

E. Support reinforcing with precast concrete blocks, metal chairs or other method approved by the Architect. Supporting with gravel, brick or wood blocks is not permitted.

3.4 GENERAL CONCRETE PLACEMENT

A. Place concrete in accordance with ACI 301. When central or transit mixed concrete is used, place the mixture where it will require as little rehandling as possible.

B. Keep forms and subgrade moist during concrete placement.

C. Ensure reinforcement, embedded items and formed joints are not disturbed during concrete placement.

D. Do not allow concrete to free fall more than 3 feet.

E. Distribute and spread concrete as soon as possible. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

F. Thoroughly work concrete with suitable tools to remove coarse aggregate from the surface and to place mortar against the form. Work concrete to produce a smooth finish, free of air pockets, water pockets and honeycombs.

G. Consolidate concrete against and along the faces of all forms and along the full length and on both sides of all joint assemblies with a suitable mechanical vibrator. Do not permit the vibrator to come in contact with forms, joint assemblies or subgrade. Do not over vibrate concrete or use the vibrator to transport or flow concrete.

H. Ensure positive drainage to all drains and away from all window sills and door openings, unless specifically noted otherwise.

3.5 PAVEMENTS

A. Longitudinal lines: Sawed of preformed, 1-4 inch wide x 1-1/2 inch deep, at approximately 12 ft. o.c. with equal spacing between slabs and parallel to the direction of travel.
   1. Joint Face: Metal key-way type with metal or wood forms.
   2. Tie bars: 1/2 inch diameter bars at 48 inches o.c.
   3. Place joint sealant to a minimum depth of 1/2 inch with approved backer materials.

B. Transverse contraction and construction joints: 3/8 inch wide x 1/2 inches deep, at approximately 12 ft. o.c. and perpendicular to the direction of travel.
   1. Joints may be saw-cut, formed by hand of premolded filler.
   2. Provide load transfer device consisting of ¾ inch diameter smooth dowels at 12 inches o.c. Coat dowels with a thick film of heavy grease on one end. Minimum dowel embedment to be 6”.
   3. Place joint sealant to a minimum depth of 1/2 inch with approved backer materials.

C. Isolation Joints: Isolate objects abutting or adjacent to paved areas with premolded filler extended the full depth of the slab.

D. Finishing:
   1. Finish concrete in the following sequence: Strike-off, consolidation, floating and removal of laitance.
   2. Provide light broom texture transverse to traffic flow direction.
   3. Round edges of each side of joints to an inch radius.

E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturers printed instructions for the application.

3.6 CURBS AND GUTTERS

A. Joints: Construct edges and joints as indicated.
   1. Expansion joints: Premolded joint filler at no more than 50 ft. o.c. Extend to within 1/4 inch of the surface.
   2. Contraction joints: Score joints at minimum spacing of 10 ft. o.c.
   3. Construct edges and joints as indicated.

B. Provide for curb cuts, wheel chair ramps and drainage ways as indicated.

C. Install premolded joint filler where curbs adjoin adjacent structures.

D. Match existing curbs and curb and gutter sections flush.

E. Hand work curbs as necessary to match drainage structures flush.

F. Finishing: Finish with a light broom texture.

G. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the applications.

3.7 WALKS

A. Construct to general grade and spot elevations indicated. Wavy walks or walks that pond water are not acceptable.

B. Construct with turned-down edges where indicated.

C. Place short vertical curves where necessary and where change in grade exceeds 2%. Do not exceed 1/2 inch/ft. slope within 2 feet of top and bottom steps. Crown 1/4 inch/ft. or cross slope to maintain drainage.

D. Joints:
1. Install 1/2 inch premolded joint filler at no more than 25 feet o.c., at walk junctions and intersections, at top and bottom of steps, and where walks abut curbs, building, slabs or other fixed objects. Extend to within ¼ inch of the surface.
2. Install expansion joints in irregular walk sections at right angles to the walk centerline to create panels not exceeding 250 sq ft. Extend the full depth of the slab.
3. Score joints at minimum spacing of 5 ft. o.c. With a suitable edging tool.

E. Finishing:
1. Slopes exceeding 5%: Finish with a bolted or heavy broom texture.
2. Other surfaces: Finish with a light broom texture.
3. Round edges, including each side of joints and grooves, to a 1/4 inch radius.
4. Finish walks to be 1/4 inch above curb, and with a neat bevel at termination with curbs.

F. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.

G. Protection: Do not remove forms until at least 24 hours after paving. Protect walks from pedestrian traffic and applied loads for at least three days after paving.

3.8 DUMPSTER PAD

A. Install pad in accordance with the general and spot elevations indicated. Provide a crown or cross slope at a minimum of inch/ft. across the pad.

B. Construct the leading edge to form an exposed 8-inch barrier wall.

C. Isolate footings from the pad with premolded joint filler.

D. Finish pad surface and exposed edges to a smooth trowel finish.

E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.

F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data reveals design strength has been attained.

3.9 EQUIPMENT PAD

A. Install pad in accordance with the general contours and spot elevations indicated. Provide a crown or cross slope at a minimum of 1/4 inch/ft. across the pad.

B. Place pad in minimum 4 inch thickness of granular fill, placed and compacted as specified in Section 31 23 40.

C. Chamfer exposed edges 3/4 inch.

D. Finish exposed surfaces to have a light broom texture finish.

E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacture's printed instructions for the application.

F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data revels design strength has been attained.

3.10 SIGN POST FOUNDATION

A. Post footings may be cast if excavations remain stable. Place forms if excavations will not remain stable.

B. Place concrete to level of adjacent grades with slight crown to shed water.

C. Ensure signposts are plumb prior to initial set.

3.11 PROTECTION

A. Protect installed items under provisions of Division 1 of the Specifications. In addition to specific protection measures specified above.
   1. Immediately after placement, protect pavement from premature drying, excessive temperatures and from mechanical injury. Maintain environmental and barrier protection for seven days after placement.
   2. Maintain concrete with a minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
   3. Protect concrete form paint and stains.

3.12 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed in accordance with practices specified elsewhere in the specifications.

B. Maintain records of placed concrete items. Record:
   1. Date.
   2. Location of pour.
   3. Quantity.
   4. Air temperature.
   5. Test samples taken.

END OF SECTION

SECTION 321100 - BASE COURSE FOR PAVEMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Preparing subgrade to receive a base or pavement.

B. Placing and compacting base material.

1.2 RELATED WORK

A. Division 1: Testing Laboratory Services

B. Section 31 11 00: Clearing and Grubbing

C. Section 31 22 13: Site Excavation

D. Section 32 05 23: Site Concrete Work

E. Section 32 12 16: Asphaltic Concrete Paving

1.3 QUALITY ASSURANCE

A. Perform work in accordance with the State Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition), hereinafter referred to as "State Highway Specifications."

B. Qualifications of Asphaltic Concrete Producer: Use only materials which are furnished by a bulk asphaltic concrete producer regularly engaged in production of hot-mix, hot-laid asphaltic concrete.

C. Owner will provide material testing and inspection for quality control during paving operations.

1.4 REFERENCE STANDARDS

A. Gradation of stone materials will be performed in accordance with ASTM C136.

1.5 SUBMITTALS

A. Use Materials and Resources Form to report materials' recycled content, local/regional content, and cost for MR Credits 4 & 5 per section 018113.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Mineral aggregate base (flexible base material, FBM) for asphaltic concrete pavement:
   1. Section 300, State Highway Specifications.

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify compacted subgrade is dry and has been approved to receive the work of this Section.

B. Verify gradients and elevations of subgrade are correct.

C. Field Quality Control
   1. Proofroll subgrades that have been exposed to weather under provisions of Section 31 71 15. Repair any areas that show evidence of cracking or deterioration.
   2. Remove materials identified by Testing Firm Personnel as being unsuitable. Backfill and compact such areas as specified in Section 31 23 40.

3.2 PLACING BASE COURSE

A. Perform aggregate blending by approved stationary or travel plant methods. Mixing in stockpiles or on roadway will not be acceptable.

B. Spread base material uniformly over the area to produce required lines, grades and cross-sections after compaction.
   1. Indicated thickness of 6 inches or less may be constructed in a single course.
   2. Spread and compact thickness greater than 6 inches in at least 2 courses.

C. Level and contour surfaces to the elevations and gradients indicated.

D. Compact each layer to 98% of the maximum dry density as determined by ASTM D1557.
   1. Adjust moisture content to achieve near optimum moisture content prior to compaction.

F. Moisture-density testing of base materials shall be in accordance with ASTM D1557 (modified Proctor).

G. Field density testing shall be performed in accordance with ASTM D6938, ASTM D4564, or other method recommended by the Owner's testing agency and acceptable to the Owner's Representative.

H. Field density tests shall be performed at a frequency of not less than one (1) test per 5,000 square feet per lift, or at a minimum of two (2) tests per lift, whichever is greater.

I. If tests indicates the work of this Section does not meet specified requirements, recompact in place or remove and replace, then retest materials at no cost to the Owner.

J. Use mechanical hand tamping equipment in areas inaccessible to compaction equipment.

3.3 TOLERANCES

A. Flatness: Maximum variation of 1/4 inch measured with a 10 ft straight edge.

B. Scheduled compaction thickness: Within 1/4 inch.

C. Variation from true elevation: Within 1/2 inch.

3.4 FINISHING AND MAINTENANCE

A. Finish surfaces by rolling with a smooth steel wheel roller. Water the surface and spread loose stones prior to rolling.

B. Repair soft, yielding areas that develop in the final rolling.

C. Maintain final surface in smooth and uniform condition until base course is covered by subsequent pavement construction.

D. Protect surface from silting or erosion until placement of final pavement construction.

E. Where areas are disturbed by traffic, weather or other means, grade and recompact as necessary.

END OF SECTION

SECTION 321723 - PAVEMENT MARKING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Marking of pavement including surface preparation and painting on bituminous or concrete surface.

1.2 ACCEPTANCE PROCEDURE

A. Typical Sample Analysis

B. Certification that paint meets requirements

1.3 SUBMITTALS

A. Use Materials and Resources Form to report materials' recycled content, local/regional content, and cost for MR Credits 4 & 5 per section 018113.

PART 2 - PRODUCTS

2.1 READY-MIXED PAINT

A. Paint: Porter traffic paint, colors as follows.
   1. Parking lines and directional arrows: White.
   2. No parking striped islands: Yellow
   3. Handicapped symbols: Blue
   4. Fire Lane Striping: Red

B. Substitutions: Materials of the same function and performance are acceptable under provisions defined in Division 1 of the Specifications.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Prepare surface and apply paint with provisions of consistent agitation of paint with guns capable of applying a solid consistent marking.

B. Apply paint markings to have true, sharp edges and ends, with lines of correct lengths, widths and curvatures. Paint application to be performed in accordance with manufacturer's recommendations.

C. Protection:
   1. Take precautions necessary to insure that paint does not soil adjacent surfaces.
   2. Place warning signs and traffic cones or similar devices to protect markings from being tracked by pedestrians or vehicles.
   3. Efface any tracked paint from adjacent areas and repair pavement markings.

END OF SECTION

CITY PARK RESTROOM ADDITION

SECTION 329223 – SODDING

PART 1 – GENERAL

1.1 WORK INCLUDED

A. Provide all of the labor, materials, equipment, and services required to furnish and install the sodding. The work shall include, but not be limited to, the following:
   1. Soil preparation.
   2. Sodding lawns, and other indicated areas.

1.2 RELATED WORK

A. Section 32 80 00: Irrigation System

B. Section 32 93 10: Trees, Plants, and Groundcovers

1.3 QUALITY ASSURANCE

A. Comply with Section 01 40 00 requirements.

B. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.

C. Provide and pay for materials testing. Testing agency shall be acceptable to the Architect. Provide the following data:
   1. Test representative material samples proposed for use.
   2. Topsoil: pH factor Mechanical analysis Percentage of organic content Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.

1.4 SUBMITTALS

A. Submit sod growers certification of grass species. Identify source location.

1.5 DELIVERY, STORAGE AND HANDLING

A. Cut, deliver and install sod within a 24-hour period.
   1. Do not harvest or transport sod when moisture content may adversely affect sod survival.
   2. Protect sod from sun, wind, and dehydration prior to installation.
   3. Do not tear, stretch, or drop sod during handling and installation.

1.6 1.6 PROJECT CONDITIONS

A. Work notification: Notify Architect at least 7 working days prior to start of sodding operations.

B. Protect existing utilities, paving, and other facilities from damage caused by sodding operations.

C. Perform sodding work only after planting and other work affecting ground surface has been completed.

D. Provide hose and lawn watering equipment as required.

E. Where applicable, the irrigation system will be installed prior to sodding. Locate, protect, and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at the Contractor's expense.

1.7 WARRANTY

A. Provide a uniform stand of grass by watering, mowing, and maintaining lawn areas until final acceptance. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the Architect.

PART 2 – PRODUCTS

2.1 SOD

A. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.

B. An "approved" nursery grown blend of improved Bahia varieties.
   1. Sod containing, Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Timothy, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel, or Bromegrass weeds will not be acceptable.
   2. Furnish sod machine stripped in square pads or strips not more than 3'-0" long; uniformly 1" to 1" thick with clean cut edges. Mow sod before stripping.

2.2 SOIL AMENDMENT MATERIALS

A. Commercial Fertilizer: Granular, non-burning product compound of not less than 50% organic slow acting, guaranteed analysis professional fertilizer. Grade 6-12-12.

B. Lime: Ground limestone, dolomite type, with minimum of 95% carbonates.

2.3 WATER

A. Free of substance harmful to sod growth. Hoses or other methods of transportation furnished by Contractor.

PART 3 – EXECUTION

3.1 INSPECTION

A. Examine finish surfaces, grades, topsoil quality and depth. Do not start sodding work until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Limit preparation to areas which will be immediately sodded.

B. Loosen topsoil of lawn areas to minimum depth of 4". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.

C. Grade lawn areas to a smooth, free draining and even surface with a loose, uniformly fine

texture. Roll and rake, remove ridges, and fill depressions as required to drain.

D. Apply fertilizer at a rate of 18 lbs per 1,000 sq. ft. Adjust proportions based upon recommendations resulting from soil test. Mix thoroughly into upper 2 inches of topsoil.

E. Dampen dry soil prior to sodding.

F. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.

3.3 INSTALLATION

A. Sodding:
1. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.
2. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
3. Water sod thoroughly with a fine spray immediately after laying.
4. Roll with light lawn roller to ensure contact with sub-grade.
5. Sod indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
6. On slopes of two to one or steeper, pinning or pegging may be required to hold the sod in place.

3.4 MAINTENANCE

A. Maintain sodded lawns until completion and acceptance of the entire project.

B. Maintain sodded lawn areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Owner.
1. Water sod thoroughly daily to establish proper rooting.
2. Repair, rework, and resod all areas that have washed out or are eroded. Replace undesirable or dead areas with new sod.
3. Mow lawn areas as soon as lawn top growth reaches a (3") height. Cut back to (2") height. Repeat mowing as required to maintain specified height. Not more than 40% of grass leaf shall be removed at any single mowing.

C. Apply herbicides as required to control weed growth or undesirable grass species.

D. Apply fungicides and insecticides as required to control diseases and insects.

3.5 ACCEPTANCE

A. Inspection to determine acceptance of sodded lawns will be made by the Architect, upon Contractor's request. Provide notification at least 7 working days before requested inspection date.
1. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored Viable lawn is established, free of weeds, undesirable grass species, disease, and insects.

B. Upon acceptance, the Owner will assume lawn maintenance.

3.6 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, conduit markers, and equipment. Repair damage resulting from sodding operations. Cleaning shall continue until acceptance by Owner.

END OF SECTION

SECTION 329310 - TREES, PLANTS AND GROUNDCOVER

PART 1 – GENERAL

1.1 WORK INCLUDED

A. Provide all labor, equipment, materials and services necessary to complete the Work of this Section including:
   1. Providing and installing trees, shrubs, groundcovers, sod and seed for landscape planting.
   2. Fine grading of topsoil for all exterior areas to receive planting, mulch, seed or sod as specified.
   3. Specified Maintenance Period and One-Year Guarantee Period.
   4. Irrigation Work shall be provided as a subcontract to the Work of this Section.

1.2 RELATED WORK

A. Irrigation System: Section 32 80 00

B. Backfilling and Finish Grading: Section 31 23 40

1.3 QUALITY ASSURANCE

A. Codes and Standards:
   1. All plant materials to comply with State and Federal laws relating to inspection for disease and insect control.
   2. Plant material size and grades to conform to "American Standard for Nursery Stock." American Association of Nurserymen, Inc. Latest approved revision, ANSI Z-60-1.
   3. Plant material nomenclature to conform to:
      a. "Standardized Plant Names" as adopted by the Joint Committee of Horticulture Nomenclature, latest revision.
      b. Names not listed in the above standard to comply with those most commonly used in the trade.
      c. In all cases, botanical names take precedence over common names.

B. Qualification of Personnel: Use adequate numbers of skilled workmen trained and experienced in the Work and familiar with requirements and methods needed for performance of the Work.

C. At all times during planting operations, have on the site in a supervisory role a man knowledgeable in horticultural practices as defined in 3.08 Maintenance D.1 a-c herein.

D. Inspection and Approval:
   1. All plant material is subject to inspection and approval in the field or nursery before digging, by the Landscape Architect.
   2. All plant materials and other materials are subject to inspection and approval at the site before planting or placing or at any other time.
   3. Attach secure, durable, legible waterproof labels, stating correct botanical and common names as specified, to at least one plant, bundle or container of each plant variety.
   4. Immediately remove from the site plant materials or other materials not complying with specified requirements.
   5. Approval is for visual qualities only and does not relieve the Contractor of his obligation

to provide materials and workmanship in full compliance with all specifications.

1.4 SUBMITTALS

A. Materials Lists:
   1. On the bid date, bidder shall be prepared to submit a complete list of materials demonstrating source, availability, and conformance with requirements specified.
   2. For trees not specified as pre-selected and tagged, submit color photographs of representative plants with materials unit price list to the satisfaction of the Landscape Architect.
   3. Substitutions not permitted unless proof is submitted to Landscape Architect's satisfaction that the material is unavailable as specified.

B. Maintenance Manual: In 3-ring binder, typewritten schedule and procedures for annual landscape maintenance, by Contractor to Owner and Landscape Architect.

1.5 PRECAUTIONS

A. Examine conditions under which Work is to be performed and notify the Landscape Architect of unsatisfactory conditions.

B. Determine locations of underground utilities and perform Work in a manner, which will avoid all Possible damage. Hand excavate as required.

1.6 COORDINATION

A. Coordinate the Work of this Section with that of other trades.

B. Do not perform the Work until conditions are satisfactory and acceptable.

C. Maintain stakes set by others until all parties mutually agree upon removal.

D. Inform Landscape Architect in writing, prior to planting, of conditions existing which could be considered detrimental to the successful planting and growth of any plant material, including but not limited to subsurface drainage conditions, utility locations, subgrade compaction, percolation, rate and elevations.

1.7 HANDLING, DELIVERY AND STORAGE

A. Deliver packaged material in manufacturer's original containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site.

B. Deliver all non-packaged or non-containerized materials to site in a manner that will prevent loss, damage, deterioration or contamination.

C. Store all materials in approved locations and to prevent loss, damage, deterioration or contamination.

D. Delivery, storage and handling of all plant materials shall conform to the following:
   1. Do not prune prior to delivery.
   2. Do not bend or bind trees or shrubs on such a manner as to damage bark, break branches or destroy natural shape.
   3. Provide protective covering during delivery.
   4. Deliver plants after preparations for planting have been completed and approved. Plant immediately.

1.8 SITE MAINTENANCE

A. Keep roads, paving and structures adjacent to planting operations clean and free of obstructions, mud and debris at all times.

B. Do not permit flushing of roads or disposal of dirt or debris into sewers or drainage ditches.

C. Control dust from planting operations.

D. Remove trash, debris and rejected materials from the site daily as the work progresses.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. Plant Material:
   1. Definition: trees, shrubs and groundcover listed in the Plant Schedule in the Drawing.
   2. General:
      a. Species, size, manner in which to be planted, and approximate quantities to complete planting as indicated are included in the Plant Schedule. It is the Contractor's responsibility to check these quantities to allow for the correct quantity of plants based on the plan. Any discrepancies should be pointed out to the Landscape Architect prior to bid.
      b. Plants shall remain the property of the Contractor until Substantial Completion.
      c. Scientific and common plant names conform to those given in Standardized Plant Names or are those generally accepted in the nursery trade.
   3. Quality:
      a. Grade No. 1 or better to name and type. Plants, which are not of the highest quality, will be rejected.
      b. Nursery-grown, unless specified otherwise.
      c. In compliance with State and Federal laws relating to disease.
      d. Having normal, well-developed branches and vigorous root systems.
      e. Healthy, vigorous, free from defects, decay and disfigurements, sunscald injuries, abrasions of the bark, plant disease, insect pests or eggs, borers, and all forms of infestations or objectionable disfigurements.
      f. Reject plants lacking compactness or proper proportions, plants that are weak or thin or are injured by too close planting in nursery rows.
      g. Plants which have been cut beck from larger grades to meet certain specified requirements will be rejected.
      h. Plants with undersized, dry, cracked or broken balls, or which are loose in their balls will be rejected.

i. Container-grown material: Grown for one growing season in the container in which it is delivered; free from weeds and grasses. Root bound material will be rejected.

4. Size:
   a. Sizes and proportions shall be equal to those recommended by the "American Standard for Nursery Stock" for specified grades.
   b. Measure plants before pruning and with branches in normal position.
   c. Equal or exceed measurements specified in Plant Schedule, which are the minimum acceptable; provide at least 50% of the plant material at the maximum size specified.
   d. Height and spread dimensions: General body mass of plant, not from branch tip to tip.
   e. Well-proportioned as to height; reject plants which meet specified measurements but do not possess an overall balance.
   f. Take caliper measurements on trunk 6 inches above natural ground level up to and including 4-inch caliper size; 12 inches above natural ground level for larger sizes.
   g. Container-grown plants: conform to standards set forth in "American Standard for Nursery Stock for container-grown plants.
5. Quantity: Furnish plants in sufficient quantity to satisfy the intent of Drawings and Specifications. Locate in sufficient quantity so that time is not lost if some plants are rejected.

2.2 TOPSOIL MATERIALS AND AMENDMENTS

A. Topsoil: stockpiled by others on site for use in planting operation.
   1. Characteristics of approved topsoil:
      a. Fertile, friable, naturally occurring topsoil, free of stones, subsoil, clay lumps, hardpan, roots, stumps, branches, sticks and other debris larger than two inches in any dimension; free of noxious weeds, grasses, seeds, plants, extraneous matter and any substance harmful to plant growth.
      b. PH 5.0 to 7.0
      c. Organic Matter 5% to 10%
      d. Sand 50% to 70%
      e. Silt less than 30%
      f. Clay 10% to 25%
      g. Permeability Rate of 5 x 10 (-3) centimeters or greater at 85% compaction.

B. Testing for topsoil:

1. Sample and test minimum of three samples of stockpiled topsoil for compliance with specified characteristics. Tests to be performed by soil testing lab approved in advance by Landscape Architect, by Contractor at Owner's expense. Amend per recommendations of Soil Test Report and as approved to meet specified characteristics.

C. Commercial Fertilizer:
1. Characteristics:
   a. Uniform in composition, dry and free flowing.
   b. Delivered in original, unopened containers each bearing the manufacturer's guaranteed analysis.
2. Of the formulation recommended in the Soil Test Report as specified.
3. Acceptable manufacturers:
   a. Sta-Green Plant Food Co.; Sta-Green
   b. O.M. Scott & Sons, Inc.; Scott's
   c. Approved equal

D. Lime:
1. Ground or crushed agricultural lime.
2. Containing not less than 85% of total carbonates.
3. 90% passing 20-mesh screen.
4. Not less than 50% passing a 60-mesh screen.
5. Dry and free flowing.
6. Apply at rate specified in Soil Test Report.

E. Topsoil Mix:
1. Prepare all topsoil used in tree and shrub pits and groundcover beds and planters in the following proportions:
   a. 50% approved material excavated from the pits (0% if excavation is in rock).
   b. 50% prepared soil in the following proportions (100% if excavation is in rock):
   c. 2 parts by volume topsoil as specified in 2.02 A herein.
   d. 1 part by volume organic matter (peat moss and/or soil conditioner).
   e. 1 part by volume sand
2. Add fertilizer at rate specified in Soil Test Report.

F. Peat Moss:
1. Horticultural grade (fibrous type, finely shredded).
2. Canadian or German stocks, consisting has partially composed vegetable pH between 4 and 6.
3. Containing no minerals harmful to plant growth.

G. Pine Bark 100% Shredded Pine Bark Fines:
1. Free from wood, wood shaving, cambium, sawdust, leaves, twigs, insects, grasses, weeds, plants and their seeds, other foreign material and any substance harmful to plant growth.

H. Soil Conditioner:
1. Well-rotted organic matter of uniform composition.
2. Containing no weeds, grasses, plants or their seeds nor any substance harmful to plant growth.
3. Acceptable manufacturers:

a. Klumb Company, "Soil conditioner," Tuscaloosa, AL
b. Soil Products, "Metro-Nitro Humas Compost," Hermitage, TN.
c. Approved equal.

I. Polymer Crystals:
1. Nondegradable water-storing polymers 1.0 to 3.0 millimeters in size.
Acceptable Product:
a. Terrasorb AG as manufacturer by Industrial Services International, Inc., Bradenton, FL.

2.3 MULCH

A. 100% Pine Needle Mulch (tree, plant and groundcover pits and beds):
1. Free from wood, wood shavings, cambium, sawdust, leaves, twigs, insects, grasses, weeds, plants and their seeds, other foreign material and any other substance harmful to plant growth.

2.4 GUYING, STAKING AND WRAPPING

A. Wood Stakes:
1. Pressure-treated Southern Yellow Pine, or other approved wood, 2" x 4" x length specified in the Drawings, pointed at one end.
2. Above-ground portion painted black.
3. Free from insects and fungi.

B. Wire: Pliable #10 or #12 gauge galvanized steel wire, double and twisted.

C. Turnbuckles: Galvanized turnbuckles, as detailed and approved by Landscape Architect.

D. Tree Strap:
1. Polypropylene web straps with 2 brass eyelets.
2. 2" minimum width.
3. Olive in color.

E. Tree Wrap:
1. Standard manufactured tree wrapping paper.
2. First quality bituminous impregnated tape, corrugated or crepe paper, brown in color.
3. Not less than 4" nor more than 6" wide.
4. Tying material: Jute twine of at least 2-ply strength.

2.5 WATER

A. Fresh water, free of impurities or any substance harmful to plant growth.

B. Provided by Owner.

C. Provide all hose, attachments and accessories necessary to complete the Work as specified.

PART 3 – EXECUTION

3.1 GRADING

A. Topsoil shall be spread and rough graded by others in all areas indicated in the Drawings to receive planting, mulch, seed or sod.

B. Fine grade topsoil to form smooth grades, eliminating irregulations and ponding.

C. Remove extraneous matter measuring 1" or larger in any dimension from top four inches (4") of placed topsoil.

D. Eliminate all unwanted vegetative growth from topsoil by approved means before planting is commenced.

E. Obtain approval of finished grades before proceeding with planting operations; eliminate irregularities and ponding.

3.2 TOPSOIL MIXES

A. Prepare topsoil mixes as specified in 2.02 (E & F) herein.

B. Obtain approval of topsoil mix before commencing planting operations. Do not mix in place with placed topsoil.

C. Remove extraneous matter measuring 1" or larger in any dimension within topsoil mix.

D. Place topsoil mix as backfill for tree and shrub pits and ground cover beds as drawn.

E. Protect topsoil mix from erosion by force of wind or water, or damage by traffic.

3.3 PLANT LAYOUT

A. Stake plant locations and areas for approval prior to planting.

B. Do not dig plant pits prior to obtaining Landscape Architect's approval of plant locations.

C. Make adjustments in plant locations as directed.

D. If underground obstructions are encountered in planting areas, alternate locations may be selected by the Landscape Architect at no additional cost to the Owner.

3.4 PLANTING

A. Place plants which comprise a planting composition in approved staked locations for final approval by Landscape Architect.

B. Plant Pits and Beds:
   1. Drainage:
      a. Landscape contractor is responsible for achieving and maintaining adequate

drainage from all plant pits and beds. Use specified or other approved means.

b. 48 hours prior to planting, test each plant pit for adequate drainage.

c. Drainage is considered inadequate if pit or bed holds water for 24 hours or more.

d. Owner reserves the right to test tree or plant pits at any time for adequate drainage. Correct immediately any inadequate drainage encountered.

e. Submit proposal for Contractor's preferred tree pit drainage method(s) with Bid Proposal.

2. Pits are generally circular in outline with vertical sides.
3. Tree pits 2' greater in diameter than ball or root spread.
4. Shrub pits 1' greater in diameter than ball or root spread.
5. Prepare as specified in detail Drawings.

C. Setting Plants:

1. Set plants uniformly 2" to 4" height than surrounding grade or as necessary to provide adequate positive drainage away from roots. Slope soil gradually from saucer.
2. Cut rope, wire or string from top of ball after plant has been set; turn down and bury burlap.

D. Backfilling Plants:

1. Backfill to 2/3 full with specified topsoil mix.
2. Water thoroughly to eliminate air pockets and settling before filling to grade.
3. Form shallow saucer at plant pit edge to hold water.
4. Water in thoroughly.

E. Staking and Wrapping:

1. Inspect tree trunks for injury, improper pruning and insect infestation; take corrective measure before wrapping.
2. Immediately after planting, stake and wrap trees as detailed.
3. Wind wrapping material spirally from the ground line of the trunk to the second branch, allowing 50% overlap. Tie at no less than five places, including bottom, middle and top.
4. Secure trees in rooftop planters via guys and turnbuckles to eyebolts provided with planters.

F. Pruning:

1. Do not prune plants without approval of the Landscape Architect.
2. Prune after plants are in place and ONLY at the direction of the Landscape Architect.
3. Main leaders of trees to remain intact.
4. Paint all cuts over 1/2" in diameter with approved tree wound dressing.

G. Finished Grading: Hand grade and rake planting areas so that grades conform to surrounding areas and surface water drains freely.

H. Mulching:

1. Mulch all plant pits and beds with 4" deep specified mulch, uniform throughout.
2. Spread mulch solid in planting beds.

3.5 MAINTENANCE

A. Begin maintenance immediately after planting.

B. Continue maintenance for thirty calendar days following Substantial Completion.

C. Provide labor, materials, equipment and means for proper maintenance of all plant materials and workmanship.

D. Supervision:
1. Maintenance program, schedule and operations shall be supervised by a person(s) having one or more of the following qualifications:
   a. Is a Certified Nurseryman.
   b. Is a Licensed Horticulturist?
   c. Has a State Setting and Maintenance License.
2. Submit a written report and conduct joint inspection, with the Landscape Architect, of the maintenance program and procedures, at inspection for Substantial Completion and at end of Maintenance Period.

E. Maintenance of trees, shrubs and groundcovers:
1. Maintain all plants in a growing, well-formed, healthy condition by watering, fertilizing, pruning, weeding, spraying, wrapping, straightening, and replacement or by any other necessary maintenance operations.
2. Watering:
   a. Monitor Owner's automatic water system and schedule for proper watering of all plant material.
   b. Advise Landscape Architect immediately of recommended alterations due to weather or other conditions.
   c. Water landscaped areas not covered by automatic watering system as frequently as necessary to maintain proper moisture level, using the following schedule as a guide:
      1. Twice a month during March, April, May.
      2. Once a week during June, July, August, September.
      3. No watering from October through February, except in drought conditions.
   d. Arrange for activation in mid-March, unless otherwise directed.
3. Fertilizing:
   a. Mid-March application of 23-3-3 (slow release nitrogen).
   d. August 1 application of 15-0-15.
4. Pruning:
   a. Remove dead wood as it becomes evident.
   b. Remove living portions of plants only at the direction of the Landscape Architect.
5. Wilt-proofing: Apply approved anti-desiccant to all evergreen trees during first two weeks in December (except pines).
6. Spraying:
   a. For each spraying, combine approved insecticide and fungicide to provide maximum protection for all plant materials.
   b. Three sprayings annually: in March, May and August.
7. Weeding:
   a. Two applications (spring and fall) of approved insecticide and fungicide to provide maximum protection for all plant materials.
   b. Two applications (during growing season) of chemical contact spray (Round-up by Monsanto, or approved equal).
   c. Two days per month (every two weeks) manual weeding (by hand) during the period from March 1 through September 30; remove all visible weeks.

8. Mulching:
    a. Keep planting areas neat and uniformly mulched as specified.
    b. In addition to replacing and respreading mulch as necessitated during the maintenance period, completely replenish mulch in all planting areas one time (*during the last month of the One-Year Guarantee Period or as directed by the Landscape Architect).
9. Straightening:
    a. Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus, and by other necessary means.
    b. Remove staking and guying apparatus during the last month of the one-year guarantee period or earlier if guying begins to girdle tree.

F. Install and maintain temporary flags, signs, barricades, protection fences, and other precautions

G. necessary to protect the Work and the general public, and as approved by the Landscape

H. Architect.

I. Clean-Up:
    1. Keep all planting areas neat, weeded and uniformly mulched on a continuous basis.
    2. Clean-up adjacent walks, drives and other areas where littered as a result of landscape maintenance operations, on a continuous basis.

J. Submit request for payment monthly at end of month maintained.

3.5 SUBSTANTIAL COMPLETION, PAYMENT AND GUARANTEE

A. Substantial Completion and Payment:
    1. Submit request for inspection of Substantial Completion in writing to the Landscape Architect at least one week prior to anticipated date of inspection.
    2. Submit Maintenance Manual as specified in 1.04 (C) for Owner's information and Landscape Architect's approval, containing full details for care and maintenance of landscape work, personnel and procedures, and weekly schedule for maintenance.
    3. Review the Work jointly with the Landscape Architect for Substantial Completion.
    4. Upon completion of repairs and replacements found necessary at time of review, the Landscape Architect will confirm the date of Substantial completion of the Work.
    5. Upon receipt of confirmation of Substantial Completion, Contractor will be paid amount of money then due, less the value of the Maintenance Period, amounts already paid, and other deductions allowed to be made,
    6. Substantial Completion constitutes the beginning date of the Maintenance Period and One-Year Guarantee Period.

B. Basis of Acceptance:
    1. Planted trees, shrubs and groundcovers will be counted as individual units, complete, in place and planted in accordance with the plans and specifications. Each unit will include the installed plant, topsoil mix, mulch and staking apparatus.
    2. Maintenance Period will be counted as a lump sum item.
    3. Plant pit excavation in shot-rock (if required) will be counted as individual units. Necessity will be determined by Landscape Architect.

4. The cost of mobilization (including all provisions of General Requirements and General and Supplementary Conditions), clean-up, guarantee and maintenance will Substantial Completion as specified herein are considered incidental to the Work and will not be counted as separate items for payment.

C. Guarantee:

1. Guarantee all materials and workmanship for a period of one (1) year beyond the Date of Substantial Completion.
2. When Work is substantially completed in parts, the Guarantee Period extends from each Substantial Completion date to the terminal date of the last Guarantee Period. thus, all Guarantee Periods terminate at the same time.
3. During the period of the Guarantee, replace with no additional compensation, and as soon as weather permits, all dead plant materials and all plant materials not in a thriving condition; replace all other materials which are unsatisfactory in the opinion of the Landscape Architect; make good any other damage, loss destruction, or failure to flourish sufficiently as the result of inferior or defective materials or workmanship, including, but not limited to inadequate drainage.
4. Repair grades and other Work necessitated due to planting replacements.
5. If the replacement plant is not acceptable during or at the end of the Guarantee Period, the Owner may elect either subsequent replacement or credit.
6. Guarantee applies to losses other than those due to Act of God, vandalism, or Owner neglect, as determined by the Landscape Architect. Contractor agrees to replace such plant material at original contract price when directed by Landscape Architect or Owner.

3.6 FINAL INSPECTION AND FINAL ACCEPTANCE

A. At the end of the Guarantee Period submit request for inspection for Final Acceptance to the Landscape Architect at least one week prior to anticipated date of inspection. Include list of Work substantially completed list of Work replaced during Guarantee Period.

B. Upon request for Inspection, jointly review with Landscape Architect all guaranteed Work for Final Acceptance.

C. Upon completion by the Contractor of all required repairs and replacements, the Landscape Architect will confirm the date of Final Acceptance of the Work.

END OF SECTION

CITY PARK RESTROOM ADDITION

SECTION 331120 - DOMESTIC WATER AND FIRE SERVICES

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

A. Section 312335: Excavating and Backfilling

B. Section 331300: Disinfection of Water System

C. Section 333000: Sanitary Sewer System

1.2 SUBMITTALS

A. Submit items under provisions of Division One.

B. Submit manufacturers' installation instructions for pipe and fitting joints.

C. Submit certification from the manufacturer that materials meet the standards specified herein.

1.3 QUALITY ASSURANCE

A. Coordinate work on public property and easements with the local department of public works having jurisdiction, and comply with applicable requirements

B. Make arrangements with the authorities having jurisdiction to connect public utilities as indicated. Pay all fees.

C. Maintain one copy of each standard specified herein at the job site.

D. Ensure system is not used until system has been disinfected.

1.4 RECORD DOCUMENTS

A. Submit reproducible record drawings showing waterline construction under provisions of Division One.

B. Have record documents certified by a land surveyor or civil engineer licensed in the state where the Project is located.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Ductile iron piping:

1. Pipe and Fittings: Pipe, except flanged pipe, shall conform to AWWA C151/A21.51 and shall be Pressure Class 350 for pipe sizes 12-inch and smaller and Pressure Class 250 for pipe sizes 14-inch and larger. Flanged pipe shall conform to AWWA C115/A21.15. Fittings shall conform to AWWA C110/A21.10 or AWWA C153/A21.53. Fittings shall have pressure rating at least

equivalent to that of the pipe. Ends of pipe and fittings shall be suitable for the specified joints. Pipe and fittings shall have cement-mortar lining conforming to AWWA C104/A21.4, standard thickness.

2. Joints:
   a. Push-on type or mechanical joint shall conform to AWWA C111/A21.11.
   b. Flanged type shall be as recommended in the appendix to AWWA C115/A21.15
3. Fittings: AWWA C-110, cement-mortar lined and seal coated in accordance with AWWA C-104/A21.4, with AWWA C-111mechanical joints.

B. PVC piping: AWWA C-900, SDR of 18, Class 150, with ASTM D3139 bell and spigot push-on joints with ASTM F477 gaskets.

C. Valves: AWWA C-500 resilient seated gate type with non-rising stem, 2 inch right opening (or as specified by local codes) operating nut, minimum working pressure of 200 psi, and AWWA C-111 mechanical joints.

D. Hydrants: Mueller Centurion Model A-423 or approved equal.

E. Marking tape: 2 inch wide utility marking tape, No. P802 Blue in accordance with AWPA Uniform Color Code.

F. Vault:
   1. Frame and lid: Galvanized steel with hinged lid, stamped with the word "WATER".
   2. Cast-in-place concrete: 3500 psi at 28 days, as specified in Section 32 05 23.
   3. Precast concrete: ASTM C478, 4000 psi at 28 days.

G. Valve boxes: In accordance with local utility entity's Standards and Construction Specifications.

H. Miscellaneous cast-in-place concrete: As specified in Section 320523, 2-4 inch slump, with 28 day compressive strengths as follows:
   1. Pipe encasement: 3000 psi.
   2. Pads and structures: 3500 psi.

I. Tapping sleeves and valves:
   1. Sleeve: Split-type ductile iron with mechanical joints.
   2. Valve: Resilient seated gate type with non-rising stem, Class 200.

J. Testing accessories: Pumps, connections, gauges, temporary plugs and blocking required.

K. Substitutions: Materials of the same function and performance are acceptable under provisions of Division One.

PART 3 – EXECUTION

Domestic and Fire water distribution systems shall be installed per local utility entity's Standards and Construction Specifications. The contractor is responsible for obtaining a copy of the specifications from the local utility entity.

3.1 PREPARATION

A. Notify Owner's Representative and local utility district prior to installation.

B. Layout intended work, verify burial depth and flag existing utilities. Notify the Owner's Representative of discovered discrepancies prior to installation.

C. Verify provisions of utility separation specified herein are possible before starting installation.

D. Verify trench has been properly excavated and bedded as specified in Section 312335.

E. Ensure Water control in trenches and pits is maintained under provisions of Division One.

F. Ensure water control in trenches and pits for soft or unstable materials. Where substrate is incapable of supporting piping or structures, over excavate down to solid bearing as directed by the Owner's Representative, and backfill excavation with crushed stone or gravel specified in Section 312335.

3.2 PIPE INSTALLATION

A. Install pipe and fittings in dry trenches and pits in accordance with the manufacturer's printed instructions, with a minimum cover of 36 inches from finished grade. Maintain minimum lateral separation between waterlines and new or existing storm or sanitary sewer lines of 10 ft., measured edge to edge.
   1. When crossing sewers, maintain 18 inches minimum between top of sewer and bottom of waterline where possible.
   2. Where installation above sewers is not feasible, maintain 18 inches minimum between bottom of sewer and top of waterline, and have sewer encased in concrete for a distance of 10 ft. on each side of water main. Encase water pipe joints within 10 ft. of crossing in concrete.
   3. When clearance above or below sewers specified above is not possible, encase pipe in concrete as approved by the Owners Representative.

B. Secure pipe in place with approved bedding tamped beneath haunches and along sides after each length is laid. Remove all foreign material and install suitable stoppers after each segment laid.

C. Provide restraint joints of sizes indicated for the application at all fittings and bends or where unbalanced line thrust exists.
   1. Verify suitability of soil bearing capacity. Where capacity is not suitable, install approved restraining assembly as directed by the Owners Representative.
   2. Do not cover outlets, bolts, nuts, restraint assemblies or other fittings.

D. Torque bolts with a torque limiting wrench in accordance with AWWA C-111.

E. Install marking tape in all trenches containing PVC piping in accordance with the manufacturer's printed instructions.

F. Have trenches backfilled in accordance with Section 312335.

3.3 VALVE AND VALVE BOX INSTALLATION

A. Set valves so that stems are plumb, and install joint restraints. Where operating nut is more than 3 ft. below finished grade, provide operating nut extensions to bring operating nut to within 12 inches below finished grade.

B. Provide a valve box for each valve. Place so that shock and stress are not transmitted to valve. Set valve box plumb, centered over operating nut and flush with finish grade. Install concrete pad around boxes in lawn areas.

3.4 TAPPING SLEEVE INSTALLATION

A. Only use sleeve manufactured for the specific outside diameter of main being tapped. Do not install sleeve closer than 48 inches from bell, coupling or fitting.

B. Check saddle for leaks by low pressure testing and soap prior to making tap.

C. Set tapping valve plumb with finished grade. Provide valve box.

3.5 HYDRANT INSTALLATION

A. Excavate a 3 x 3 ft. drainage pit below each hydrant and fill with 3/4 inch coarse gravel or crushed stone.

B. Install plumb, with pumper nozzle facing curb or street, to be a minimum of 18 inches from the face of the curb or edge of street with nozzles at least 16 inches above finished grade. Set so that traffic flange is no more than 6 inches nor less than 4 inches from finished grade. Provide approved hydrant extensions as required to meet elevation requirements.

C. Connect Hydrant to water main with restrained joints, with 6 inch lateral and 6 inch gate valve.

D. Install restraint joint at hydrant base and water main tee. Do not cover weep holes.

E. Test for leakage upon completion.

3.6 TESTS

A. Preparation:

1. Notify the Owners Representative and the authority having jurisdiction at least 48 hours before testing operations are to begin.
2. Verify restraint joints are tightened and that trenches are properly backfilled and compacted prior to testing.

B. Pressure testing:

1. Test ductile iron mains in accordance with AWWA C-600 and local utility entity's Standards and Construction Specifications.

2. Test PVC mains in accordance with AWWA Manual M-23 and local utility entity's Standards and Construction Specifications.
3. Test piping at 125% of working pressure or at 150 psi, whichever is greater, for a period of 2 hours. Do not vary pressure more than ± 5 psi.
4. Provide suitable air relief valves, corporation stops or other approved devices to expel air as line is filled with water.
5. Remove and replace cracked or defective pipe, fittings and retest after replacement.

C. Leakage testing:
1. Test ductile iron mains in accordance with AWWA C-600 and local utility entity's Standards and Construction Specifications.
2. Test PVC mains in accordance with AWWA Manual M-23 and local utility entity's Standards and Construction Specifications.
3. Leakage testing may be performed simultaneously with pressure testing.
4. Leakage is determined from quantity of water that must be supplied to maintain test pressure after air in pipe has been expelled and pipe has been filled with water.

D. Acceptance:
1. The system will be acceptable when able to maintain the specified minimum pressure and the maximum allowable leakage rate.
2. Repair all visible leaks regardless of leakage amount.
3. Repair and retest as necessary to satisfy acceptance criteria.

END OF SECTION

CITY PARK RESTROOM ADDITION

SECTION 333000 - SANITARY SEWAGE SYSTEMS

PART 1 - GENERAL

1.1 RELATED WORK

A. Section 22 14 00: Storm Drainage System

B. Section 31 23 35: Excavating and Backfilling for Service Utilities

C. Section 32 05 23: Site Concrete Work

D. Building sanitary sewage piping and connection.

1.2 SUBMITTALS

A. Submit items under provisions of Division 1 of the Specifications.

B. Submit manufacturer's installation instructions for pipe and fitting joints.

C. Submit manufacturer's certifications that materials meet the standards specified herein.

1.3 PROJECT RECORD DOCUMENTS

A. Submit reproducible record drawings showing sewer construction.

B. Accurately record location of pipe runs, connections, manholes, cleanouts, and invert elevations. Also, identify and document discovery of uncharted utilities.

C. Have record documents certified by a land surveyor or civil engineer licensed in the state where the Project is located.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the site and handle under provisions established in Division 1 of the Specifications.

B. Store and protect materials under provisions established in Division 1 of Specifications.

1.5 SITE PROTECTION

A. Protect existing utilities, sidewalks, curbs, pavements, slabs, and other structures from damage during the execution of work during this Section.

B. When necessary to remove or relocate existing utilities or structures to execute the work of this Section, repair or replace the items under the applicable provisions of the Contract Documents.

C. Any removal or replacement of existing facilities will be considered incidental to the scope of the work of this Section and no additional payment will be allowed.

PART 2 – PRODUCTS

2.1 MATERIALS

A. PVC pipe: ASTM D3034, SDR 35 with ASTM D3212 bell and spigot joints and ASTM F477 rubber gaskets.

B. B. Ductile iron pipe: Pipe and fittings shall conform to the requirements of ANSI 21.51/AWWA C-151. Pipe class shall be 52.

C. Couplings for dissimilar pipe: Compression type rubber meeting test requirements of ASTM C425, Table 2.

D. Cleanouts:
1. Pipe: ASTM D3034, SDR 35 long sweep 1/4 bend or combination wye and 1/8 bend, diameter same as main.
2. Cover: Cast iron by Neenah or Josam.
3. Concrete: 3000 psi at 28 days, as specified in Section 32 05 23.

E. Manholes:
1. Frame and grate: ASTM A48 Class 30 grey iron with machined surface and smooth bearing by Model USF 225-AS, or approved equal.
2. Cast-in-place concrete: 3000 psi at 28 days, as specified in Section 32 05 23.
3. Precast concrete: ASTM C478 4000 psi, reinforced, with preformed plastic gaskets meeting FS SS-S-00210.
4. Brick: ASTM C32 Grade MS
5. Mortar: ASTM C270 Type S, using ASTM C150 Type II portland cement, ASTM C33 sand and potable water
6. Ladder bars: Aluminum alloy or No. 3 reinforced baren capsulated in polypropylene.
7. Coal tar: Military Specification MIL-C-15203 C.
8. Resilient connectors: ASTM C93

F. Miscellaneous cast-in-place concrete: As specified in Section 32 05 23; 2-4 inch slump.
1. Pipe encasement: 2500 psi at 28 days.
2. Structural: 3500 psi at 28 days.

PART 3 – EXECUTION

Sanitary sewerage systems shall be installed per the local utility entity's Standards and Construction Specifications for sanitary sewer installation. The contractor is responsible for obtaining a copy of the specifications from the local utility entity.

3.1 PREPARATION

A. Notify the Engineer prior to installation.

B. Layout intended work, verify installation depths and flag existing utilities. Notify the Engineer of discrepancies prior to installation.

C. Verify that trench has been properly excavated and bedding material placed and compacted in accordance with Section 31 23 35.
1. Where trench bottoms are at incorrect elevations, excavate as necessary and place specified bedding thickness, or place additional bedding as applicable.

2. Grade bedding to provide uniform support of pipe including allowance for pipe hubs.

D. Ensure water control in trenches and pits is maintained under provision of Division 1 of the Specifications.

E. Check bottom of trenches and pits for soft or unstable materials. If unsuitable soils or soils that cannot be readily moisture conditioned and compacted are encountered at the bottoms of excavations, then these soils shall be over-excavated at least two feet beneath the bottom of the foundation and replaced with compacted structural fill.

F. The bottoms of trenches and pits and each lift of backfill shall be compacted to at least 95% of the modified Proctor maximum dry density to a depth of at least 12 inches.

3.2 INSTALLATION OF PIPE

A. Installation of PVC pipe shall conform to ASTM D-2321. Installation of ductile iron pipe shall conform to requirements of ANSI 21.10/AWWA C-110. Install in dry trenches to line and grade indicated. Employ necessary means to maintain accurate grade control. Lay pipe from downgrade to upgrade with pipe bells facing upgrade. Maintain minimum lateral separating of 10 feet between water and 5 feet between all other utilities.

1. When crossing waterlines, maintain 18 inches minimum between top of sewer and bottom of waterline where possible.
2. Where above clearance cannot be attained by altering grade of sewer pipe or relocation of water pipe, relocate water line below sewer with 18 inches minimum between bottom of sewer and top of waterline, and encase sewer in concrete for a distance of 10 feet on each side of crossing. Encase water pipe joints in concrete within 10 feet of crossing.
3. If water control measures fail to maintain dry trenches, coarse granular material may be placed in trench bottoms as necessary to maintain water level below pipe invert.

B. Assemble pipe joints and fittings in accordance with the manufacturers, printed instructions for the application.

1. Coordinate connection of service laterals to building service lines.
2. Join dissimilar pipe with approved compression couplings.
3. Connect sewer mains into existing manholes by cutting into structure at required elevation and grouting pipe to be flush with inside edge of manhole. Reconstruct invert to provide a smooth flowline. Cover sewer line with concrete capping at least 6 inches above and around sides of pipe where cover is less than 36 inches.

3.3 INSTALLATION OF MANHOLES

A. Install in dry pits to line and grade indicated.

B. Construct inverts of cast-in-place concrete or brick and masonry fill. Make changes in invert cross section gradually from side to side of manhole. Make changes in flow direction with true curves of as large a radius as possible.

C. Construct manhole so that the top of the base is at the elevation of the invert of the lowest pipe entering the manhole. Install steps as required by the local utility district. Coat inside surfaces with 12 mil thickness of coal tar epoxy when required by the local utility district.

1. Masonry and cast-in-place type: Grout inside and outside surfaces to make watertight.
2. Precast type: Provide flexible neoprene boots in precast manholes as required by local utility district, and flexible joint sealing compound between manhole sections.
3. Drop manholes: Construct manholes to be drop type when difference between invert elevations of two or more pipes is 24 inches or greater. Use drop pipe and fittings of the same diameter as pipe entering manholes. Support drop connection with cast-in-place concrete as required by the local utility district.

3.4 ACCEPTANCE TESTING

A. Demonstrate that pipe and manholes are laid true to line and grade. Provide labor and equipment necessary to assist demonstration.
   1. Verify insert elevations and pipe gradients of installed items.
   2. "Lamp" lines between manholes. If lamping indicates a possibility of pipe deflection, pull an approved mandrel with a diameter of 95% of the pipe diameter from manhole to manhole. Replace sections not permitting the mandrel to pass at no additional cost.

B. Demonstrate proper gradient of pipe segments by flooding and visual inspection.
   1. After flooding, verify water drains off so that the depth of water remaining is no greater than 1/2 inch in pipes less than 36 inches in diameter and 3/4 inch in pipe 36 inches in diameter and greater.
   2. Replace pipe segments with puddling in excess of that specified above at no additional cost.

C. When requested by the Architect or local utility district, demonstrate that pipe and manholes are watertight by low air pressure testing, infiltration testing or exfiltration testing. Repair pipe segments or manholes failing to pass leakage test at no extra cost.

D. The system will not be acceptable until leaks and other defects are repaired.

END OF SECTION

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (B6e) Approval of Change Order #1 to Task Authorization #4 to Stanley Consultants, Inc. for continued Post Design Services for St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail Project (CD221)

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
2 - Infrastructure
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization #4 to Stanley Consultants, Inc. for additional post-design services for the St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail Project for an additional amount not to exceed $20,400.50, with a revised total amount of $49,425.60; and authorizing the Mayor and City Clerk to execute all required documents.

SUMMARY: Community Development Staff is requesting approval of Change Order #1 to Task Authorization #4 to Stanley Consultants, Inc. for post-design services related to the St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail Project (FDOT #439865; City of Port Orange #CD221).

The original Task Authorization with Stanley Consultants, Inc., the Engineer of Record (EOR), was approved in May 2025 and provided post-design service hours during construction. It included attendance at meetings with City staff and the contractor, plan reviews, technical support during construction and addressing unforeseen field conditions, responses to contractor requests for clarification, general construction administration support, assisting in the review of contractor change orders, and preparation of as-built surveys and preparing required completion certifications as Engineer of Record for the St. Johns River Water Management District (SJRWMD), the Florida Department of Transportation (FDOT), and the City. These services ensure the project is constructed in accordance with approved plans, applicable codes, and specifications, and are typical for a project of this type.

Due to unexpected conditions encountered in the field, which include adjustments to the shared-use path to avoid conflicts with existing underground utilities installed after the plans were completed, improvements to ADA accessibility, revisions to bypass unmarked utilities in the pathway of the stormwater system, and replacement of a deteriorated segment of the shared-use path on Spruce Creek Road to meet FDOT SUN Trail standards, the originally allocated post-design service hours have been fully

utilized.

As a result, additional time and funding are now required to ensure that Stanley Consultants, Inc., can continue to provide construction administration and post-design support through project completion in July 2026. This will allow timely technical evaluation, plan revisions, and ongoing coordination to maintain construction progress and ensure the project is completed in compliance with all design standards and permits.

Additionally, at the time the original Task Authorization was approved, the project was anticipated to start in July 2025 and be completed by April 30, 2026. Due to delays in receiving FDOT's concurrence of the contract award, the project did not start until late October 2025 and is now anticipated to be completed by late July. There is a certain amount of project close-out documentation and work to be completed by the Engineer of Record after construction is finished.

Change Order #1 provides additional professional services in the amount of $20,400.50, along with a time extension for post-design services through August 31, 2026. The revised Task Authorization total will be $49,425.60. Funding for this change order is available within the remaining fund balance for this Project. Staff is also in discussions with FDOT regarding partial or full reimbursement of the $20,400.50 from FDOT/SUN Trail funds.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Stanley Consultants Inc. Change Order No. 1 to Task Authorization No. 4 - Post Design Services for SJR2C Loop SUN Trail FPN 439865-3-34-01	Stanley Consultants Inc. Change Order No. 1 to Task Authorization No. 4 - Post Design Services for SJR2C Loop SUN Trail FPN 439865-3-34-01.pdf
2.	Stanley Consultants Inc. Task Authorization No. 4 - Post Design Services for SJR2C Loop SUN Trail Project	Stanley Consultants Inc. Task Authorization No. 4 - Post Design Services for SJR2C Loop SUN Trail Project.pdf
3.	Stanley Consultants Inc. Change Order No. 1 to Task Authorization No. 4 - Post Design Services for SJR2C Loop SUN Trail FPN 439865-3-34-01	Stanley Consultants Inc. Change Order No. 1 to Task Authorization No. 4 - Post Design Services for SJR2C Loop SUN Trail FPN 439865-3-34-01.pdf
4.	Revised SCI 2026-02-25 - TA #04 Proposed Change Order #1	Revised SCI 2026-02-25 - TA #04 Proposed Change Order #1.pdf
5.	TA No.4 NTP 6-17-25	TA No.4 NTP 6-17-25.pdf

Lisa Epstein	Created/Initiated - 04/02/2026
Tim Burman	Approved - 04/02/2026
Sue Wang	Approved - 04/03/2026
Shannon Balmer	Approved - 04/09/2026
Wayne Clark	Final Approval - 04/13/2026

CHANGE ORDER NO. 1
To Task Authorization No. 4 – Continued Post Design Services for SJR2C Loop SUN Trail Project
Master Contract for Professional Engineering Services dated March 19, 2024
STANLEY CONSULTANTS, INC. f/k/a TRAFFIC ENGINEERING DATA SOLUTIONS, INC., Contractor

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $29,025.10	Original Contract Times: Substantial Completion: April 30, 2026 (NTP Issued June 17, 2025)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: $29,025.10	Contract Completion Date prior to this Change Order: Substantial Completion: April 30, 2026
Net Increase (decrease) of this Change Order: No. 1 $20,400.50	Changes in contract time requested this Change Order: No. 1 Substantial Completion: August 31, 2026
Contract Price with all approved Change Orders: $49,425.60	Contract Times with all approved Change Orders: Substantial Completion: August 31, 2026

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover additional costs and a time extension relating to the post-design services through August 31, 2026 (CA8377).

II. REQUIRED CHANGES: Change Order is necessary to cover the additional costs in an amount not to exceed $20,400.50 and time extension through August 31, 2026 for post-design services, and as further described in Stanley Consultants, Inc. Proposal dated March 19, 2026, attached hereto and made a part here of as Exhibit "1." No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: This Change Order No. 4 is necessary to cover the additional costs in an amount not to exceed $20,400.50 and time extension through August 31, 2026 for post-design services, and as further described in Exhibit "1," Stanley Consultants, Inc. Proposal dated March 19, 2026.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No. 4 under Master Contract for Professional Engineering Services dated March 19, 2024, in an amount not to exceed $20,400.50, a revised amount of $49,425.60. 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:

PARKS & RECREATION DIRECTOR

By:_____
Tim Burman, Community Development Director

Date Signed:_____

ACCEPTED BY:

STANLEY CONSULTANTS, INC.
f/k/a TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

By:_____
Name/Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
City's Representative

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
Engineer of Record

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Tim Burman, Community Development Director

Date Signed:_____

City Manager

By:_____
Wayne Clark, City Manager

Date Signed:_____

<u>If Council approval is required:</u>

By:_____
Scott Stiltner, Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

EXHIBIT "1"

Engineer's Quote

Consisting of 5 Pages

PROPOSAL
CHANGE ORDER No. 1
to Task Authorization No. 04

Contract:	Master Contract for Professional Engineering Services dated March 19, 2024
Task Authorization No.:	04
Project Name:	SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St – Post Design Services (FPN 439865-3-34-01)
SCI Project Number:	31733.04
Date:	February 25, 2026
Subject:	Time Extension and additional funds

Task Authorization No. 04 will expire on April 30, 2026. It is hereby requested by the Agency that the term for the Agreement of the subject property be extended until August 31, 2026, for the following reason(s):

Construction activities are currently scheduled to be active through July 18, 2026. However, Stanley will need additional time to close out the permits and certify the project.

PROJECT UNDERSTANDING

The previous project scope only included Limited Post Design Services, however, much more involvement was needed by Stanley to assist in the post design. For the reasons listed within, we are requesting additional funds be added to the Contract to complete the Post Design Services. Please see updates in red below to the scope that correspond to the attached fee sheet. In addition to the items listed below please note that Stanley was also asked to provide one-line diagrams. It should be noted that extensive coordination has taken place between Stanley, the City, the CEI team, and the Contractor to make sure this project is a success.

SCOPE OF SERVICES

Task 1 – Limited Post-Design Services (Revised)

As Engineer of Record for the project, ~~TEDS~~ Stanley will provide support to the CITY in administering the construction contract through completion of the project construction, including the following limited post-design services:

- Attendance at a pre-construction meeting *(Completed)*
- Provide review of civil-related shop drawing submittals for approval (to be received from the contractor in one (1) single package) *(Currently at 25 submittals that come on a weekly basis, we anticipate an additional 5)*
- Attend up to five (5) meetings at the CITY or the project site for general coordination or to complete limited construction observation *(Completed with the exception that weekly progress meetings were not originally scoped. The progress meetings attended to date have been added as a line item)*

- Review and respond to up to five (5) Requests for Information (RFI's) during construction *(Currently at 20 submittals, we anticipate an additional 5)*
- Provide up to 20 hours of general construction administration assistance, such as review of change order(s) *(still ongoing. At the request of the City Stanley Consultants no longer needs to attend progress meetings, however, hours have been included to address any items that need to be addressed as a result of these bi-weekly progress meetings)*
- Review As-Built surveys provided by contractor with overlay of CAD files on design *(not completed)*
- Prepare certification package for submittal to Volusia County for R/W Use Permit close-out *(not completed)*
- Prepare a MSSW/Stormwater As-Built Certification By A Registered Professional Engineer for submittal to the SJRWMD for permit closure *(not completed)*
- Prepare Engineer's Certification of Completion *(not completed)*
  (to serve as Exhibit C to State Funded Grant Agreement with FDOT)

Task 2 – Structural Support for Limited Post-Design Services

Stanley will retain Florida Bridge and Transportation, Inc. (FBT) to provide the Post Design structural services for the design of the spread footers for pedestrian facilities located over the culverts as described in the attached proposal for FBT Project #21-31.01 dated February 11, 2026.

FEES

Description	*Fee*
Task 1 – Limited Post-Design Services (Revised)	**$18,200.50**
Task 2 – Structural Support for Limited Post-Design Services (Spread foot	**$2,200.00**
Total	**$20,400.50**

An estimate of man-hours and expenses is provided on the following pages.

CITY OF PORT ORANGE
MAN-HOUR ESTIMATE
February 25, 2026

SCI PROJECT No.: 31733
TASK AUTHORIZATION No.: 04
CONTRACT DESCRIPTION: Master Contract for Engineering Services (March 19, 2024)
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St Post Design Services
PRIME CONSULTANT: Stanley Consultants, Inc.
ESTIMATE PREPARED BY: Karen O'Neill

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Engineering Tech		TOTAL		
	Rate/Hr:	$298.50	Rate/Hr:	$266.50	Rate/Hr:	$168.00	Rate/Hr:	$200.00	Rate/Hr:	$152.00	Rate/Hr:	$137.50			
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
Task 1 – Limited Post-Design Services (Revised)	**8.0**	**2388.0**	**23.0**	**6129.5**	**56.0**	**9408.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.0**	**275.0**	**89.0**	**18,200.50**	**204.50**
One Line Diagram			10.0		2.0						2.0		14.0		
Shop drawing review					2.0								2.0		
Previously Attended Progress Meeting 1-13			1.0		12.0								13.0		
Review and respond to (20) additional RAI's	8.0		12.0		20.0								40.0		
General construction administration					20.0								20.0		
Review As-Builts / overlay CAD files on design													0.0		
Certification package for Volusia County R/W Use													0.0		
Certification package for SJRWMD ERP Mod													0.0		
Engineer's Certification of Completion for FDOT													0.0		
TOTALS	**8.0**	**2,388.00**	**23.0**	**6,129.50**	**56.0**	**9,408.00**	**0.0**	**0.00**	**0.0**	**0.00**	**2.0**	**275.00**	**89.0**	**18,200.50**	**204.50**

TEDS LABOR	**$18,200.50**
EXPENSES ***(Refer to backup provided on the following page)***	
Sub-Consultant Fees	
I. SUB-CONSULTANT FEES	**$2,200.00**
Direct Expenses	
II. REPRODUCTION	**$0.00**
III. MILEAGE / TRAVEL	**$0.00**
IV. PERMIT REVIEW FEES	**$0.00**
V. SHIPPING / POSTAGE	**$0.00**
Sub-Total Direct Expenses	**$0.00**
SUB-TOTAL EXPENSES	**$2,200.00**
TOTAL LUMP SUM CONTRACT AMOUNT	**$20,400.50**

Florida Bridge and Transportation, Inc.
Structural Engineers

Feb. 11, 2026

Ms. Karen O'Neill, EI
STANLEY CONSULTANTS
80 Spring Vista Drive
DeBary, Florida 32713

RE: SJR2C SunTrail-Orange City
Timber Boardwalk
Proposal for Additional Structural Post Design Services
FBT Project #21-31.01

Dear Karen:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Stanley Consultants (STANLEY) for engineering services for the above-referenced project. The scope of services under this proposal includes the following:

1) FBT will provide additional structural post design services for the subject project. The post design phase has involved time on FBT's part than we anticipated. Therefore, we are requesting some additional funds for these post design services.

   1. FBT will provide the design for one shallow spread footing for a pedestrian push button pole (assumes 1 design with plan sheet details at 16 hours)

We propose a lump sum fee of $2,200.00 for the basic structural engineering services indicated above.

The scope and fee indicated above do not include the following services:

- Construction Inspection/Observation of installation and on-going construction
- Preparation of as-built or record drawings

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case-by-case basis.

STANLEY shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of STANLEY, anyone directly or indirectly employed by STANLEY (except FBT) or anyone for whose acts any of them may be liable.

This agreement is intended to benefit STANLEY and FBT exclusive. Any benefit conferred upon a third party is incidental to this agreement.

This proposal will become invalid if not executed within 90 days. We are prepared to commence the structural design services upon receipt of a written notice to proceed.

We appreciate this opportunity to be of service to STANLEY.

Very truly yours,
Florida Bridge and Transportation, Inc.

Mark Niedermann, P.E.
Vice President

TASK AUTHORIZATION NO. 4
Master Contract for Professional Engineering Services dated March 19, 2024
Between the City of Port Orange, Florida and Stanley Consultants, 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 **Stanley Consultants, Inc.** ("Engineer"), an Iowa corporation, registered to transact business in Florida, with its principal place of business at 225 Iowa Avenue, Muscatine, Iowa 52761-3764, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering 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 No. 4 expressly modifies the Contract and in the event of a conflict, the termsand conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide Post-Design Services for the SJR2C Loop SUN Trail Project**,** and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein from the date of written notice by the City to the Engineer and continue until April 30, 2026.

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 **$29,025.10**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

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

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

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

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

Witnesses:

STANLEY CONSULTANTS, INC.

_____

Printed Name: _____

By: _____

Brent A. Lenzen, Vice President

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

_____

Printed Name: _____

Date: _____

At this time the City <u>does not</u> 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"

Engineer's Quote

Consisting of 6 Pages

Stanley Consultants INC.
80 Spring Vista Drive
Suite 100
DeBary, FL 32713
386.753.0558
stanleyconsultants.com

April 30, 2025

Contract:	Master Contract for Professional Engineering Services dated March 19, 2024
Task Authorization No.:	04
Project Name:	SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St – Post Design Services (FPN 439865-3-54-01)
SCI Project Number:	31733.04
Date:	May 1, 2025

Stanley Consultants, Inc. (Stanley) is pleased to offer this scope of services to the City of Port Orange (City) for providing professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

- The current Post Design Services Task-12 from the Contract Task Work Order No. 09 from the Master Contract for Engineering Services dated February 14, 2017 will expire prior to the beginning of construction. It is our understanding that the City would like to enter into a new Contract Task Work Order under the Master Contract for Professional Services dated March 19, 2024.

SCOPE OF SERVICES

Task 1 – Limited Post-Design Services

As Engineer of Record for the project, TEDS will provide support to the CITY in administering the construction contract through completion of the project construction, including the following limited post-design services:

- Attendance at a pre-construction meeting
- Provide review of civil-related shop drawing submittals for approval (to be received from the contractor in one (1) single package)
- Attend up to five (5) meetings at the CITY or the project site for general coordination or to complete limited construction observation
- Review and respond to up to five (5) Requests for Information (RFI's) during construction
- Provide up to 20 hours of general construction administration assistance, such as review of change order(s)
- Review As-Built surveys provided by contractor with overlay of CAD files on design
- Prepare certification package for submittal to Volusia County for R/W Use Permit close-out
- Prepare a MSSW/Stormwater As-Built Certification By A Registered Professional Engineer for submittal to the SJRWMD for permit closure

- Prepare Engineer's Certification of Completion
  (to serve as Exhibit C to State Funded Grant Agreement with FDOT)

Task 2 – Structural Support for Limited Post-Design Services

Stanley will retain Florida Bridge and Transportation, Inc. (FBT) to provide the Post Design structural services for the boardwalk lighting system as described in the attached proposal for FBT Project #21-31.01 dated April 30, 2025.

FEES

Description	*Fee*
Task 1 – Limited Post-Design Services	**$22,097.50**
Task 2 – Structural Support for Limited Post-Design Services (Lighting)	**$6,600.00**
Direct Expenses	**$327.60**
Total	**$29,025.10**

An estimate of man-hours and expenses is provided on the following pages.

CITY OF PORT ORANGE
MAN-HOUR ESTIMATE
May 1, 2025

SCI PROJECT No.: 31733
TASK AUTHORIZATION No.: 04
CONTRACT DESCRIPTION: Master Contract for Engineering Services (March 19, 2024)
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St Post Design Services
PRIME CONSULTANT: Stanley Consultants, Inc.
ESTIMATE PREPARED BY: Karen O'Neill

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Engineering Tech		TOTAL		
	Rate/Hr:	$298.50	Rate/Hr:	$266.50	Rate/Hr:	$168.00	Rate/Hr:	$200.00	Rate/Hr:	$152.00	Rate/Hr:	$137.50			
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
Task 1 – Limited Post-Design Services	**31.0**	**9,253.50**	**40.0**	**10,660.00**	**13.0**	**2,184.00**	**0.0**	**0.00**	**0.0**	**0.00**	**0.0**	**0.00**	**84.0**	**22,097.50**	**263.07**
Attend pre-con meeting	3.0												3.0		
Shop drawing review	2.0		8.0										10.0		
Attend (5) meetings at City	10.0		5.0										15.0		
Review and respond to (5) RAI's	2.0		3.0		5.0								10.0		
General construction administration	10.0		20.0										30.0		
Review As-Builts / overlay CAD files on design	1.0		1.0		2.0								4.0		
Certification package for Volusia County R/W Use	1.0		1.0		2.0								4.0		
Certification package for SJRWMD ERP Mod	1.0		1.0		2.0								4.0		
Engineer's Certification of Completion for FDOT	1.0		1.0		2.0								4.0		
TOTALS	**31.0**	**9,253.50**	**40.0**	**10,660.00**	**13.0**	**2,184.00**	**0.0**	**0.00**	**0.0**	**0.00**	**0.0**	**0.00**	**84.0**	**22,097.50**	**263.07**

TEDS LABOR	**$22,097.50**
EXPENSES ***(Refer to backup provided on the following page)***	
Sub-Consultant Fees	
I. SUB-CONSULTANT FEES	**$6,600.00**
Direct Expenses	
II. REPRODUCTION	**$0.00**
III. MILEAGE / TRAVEL	**$327.60**
IV. PERMIT REVIEW FEES	**$0.00**
V. SHIPPING / POSTAGE	**$0.00**
Sub-Total Direct Expenses	**$327.60**
SUB-TOTAL EXPENSES	**$6,927.60**
TOTAL LUMP SUM CONTRACT AMOUNT	**$29,025.10**

CITY OF PORT ORANGE
EXPENSES
May 1, 2025

SCI PROJECT No.: 31733.04
CONTRACT DESCRIPTION: Master Contract for Engineering Services (March 19, 2024)
PRIME CONSULTANT: Stanley Consultants, Inc.

TASK AUTHORIZATION No.: 04
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St Post Design Services
ESTIMATE PREPARED BY: Karen O'Neill

I. SUB-CONSULTANT FEES

	Sub-Consultant	Description of Services	Fee
a)	Florida Bridge and Transportation, Inc.	Task 2 – Structural Support for Limited Post-Design Services (Lighting)	$6,600.00
		Totals	**$6,600.00**

II. REPRODUCTION

Total Reproduction Costs **$0.00**

III. MILEAGE / TRAVEL

Contract Rate 0.70 / mile (Current Federal Rate)

	Reason for Trip / Destination	Distance / Mileage (round trip)	Number of Trips	Cost
a)	Pre-bid meeting / City Hall	64	1	$44.80
b)	Pre-con meeting / City Hall	64	1	$44.80
c)	Construction observation / project site	68	3	$142.80
d)	Final walk-through / project site	68	1	$95.20

Total Mileage / Travel Costs **$327.60**

IV. PERMIT REVIEW FEES

Total Permit Review Fees **$0.00**

V. SHIPPING / POSTAGE

Total Shipping / Postage Costs **$0.00**

Florida Bridge and Transportation, Inc.
Structural Engineers

April 30, 2025

Ms. Karen O'Neill, EI
STANLEY CONSULTANTS
80 Spring Vista Drive
DeBary, Florida 32713

RE: SJR2C SunTrail-Orange City
Timber Boardwalk
Proposal for Structural Post Design Services
FBT Project #21-31.01 (assume 4 shop drawings at 4 hours each)

Dear Karen:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Stanley Consultants (STANLEY) for engineering services for the above-referenced project. The scope of design services for this project includes the following:

1) FBT will provide the structural post design services for the subject project.

1. FBT will review contractor submitted structural shop drawings (assume 3 shop drawings at 4 hours each)
2. FBT will review RFI's and RFM's for structure-related items (assume 4 RFI/RFM's at 2 hours each)
3. FBT will make site visits as requested by the contractor regarding non-conforming construction or unanticipated field conditions (assume 3 site visits at 4 hours each)
4. FBT will process plan revisions for changed conditions (assume 2 plan revisions at 4 hours each)

We propose a lump sum fee of $6,600.00 for the basic structural engineering services indicated above.

The scope and fee indicated above do not include the following services:

- Construction Inspection/Observation of installation and on-going construction
- Preparation of as-built or record drawings

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case-by-case basis.

633 Dartmouth St * Orlando, FL 32804 * Phone (407) 513-9709 * Fax (407) 513-9712

STANLEY shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of STANLEY, anyone directly or indirectly employed by STANLEY (except FBT) or anyone for whose acts any of them may be liable.

This agreement is intended to benefit STANLEY and FBT exclusive. Any benefit conferred upon a third party is incidental to this agreement.

This proposal will become invalid if not executed within 90 days. We are prepared to commence the structural design services upon receipt of a written notice to proceed.

We appreciate this opportunity to be of service to STANLEY.

Very truly yours,
Florida Bridge and Transportation, Inc.

Mark Niedermann, P.E.
Vice President

CHANGE ORDER NO. 1
To Task Authorization No. 4 – Continued Post Design Services for SJR2C Loop SUN Trail Project
Master Contract for Professional Engineering Services dated March 19, 2024
STANLEY CONSULTANTS, INC. f/k/a TRAFFIC ENGINEERING DATA SOLUTIONS, INC., Contractor

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $29,025.10	Original Contract Times: Substantial Completion: April 30, 2026 (NTP Issued June 17, 2025)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: $29,025.10	Contract Completion Date prior to this Change Order: Substantial Completion: April 30, 2026
Net Increase (decrease) of this Change Order: No. 1 $20,400.50	Changes in contract time requested this Change Order: No. 1 Substantial Completion: August 31, 2026
Contract Price with all approved Change Orders: $49,425.60	Contract Times with all approved Change Orders: Substantial Completion: August 31, 2026

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover additional costs and a time extension relating to the post-design services through August 31, 2026 (CA8377).

II. REQUIRED CHANGES: Change Order is necessary to cover the additional costs in an amount not to exceed $20,400.50 and time extension through August 31, 2026 for post-design services, and as further described in Stanley Consultants, Inc. Proposal dated March 19, 2026, attached hereto and made a part here of as Exhibit "1." No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: This Change Order No. 4 is necessary to cover the additional costs in an amount not to exceed $20,400.50 and time extension through August 31, 2026 for post-design services, and as further described in Exhibit "1," Stanley Consultants, Inc. Proposal dated March 19, 2026.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No. 4 under Master Contract for Professional Engineering Services dated March 19, 2024, in an amount not to exceed $20,400.50, a revised amount of $49,425.60. 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:

PARKS & RECREATION DIRECTOR

By:_____
Tim Burman, Community Development Director

Date Signed:_____

ACCEPTED BY:

STANLEY CONSULTANTS, INC.
f/k/a TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

By:_____
Name/Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
City's Representative

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
Engineer of Record

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Tim Burman, Community Development Director

Date Signed:_____

City Manager

By:_____
Wayne Clark, City Manager

Date Signed:_____

<u>If Council approval is required:</u>

By:_____
Scott Stiltner, Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

EXHIBIT "1"

Engineer's Quote

Consisting of 5 Pages

PROPOSAL
CHANGE ORDER No. 1
to Task Authorization No. 04

Contract:	Master Contract for Professional Engineering Services dated March 19, 2024
Task Authorization No.:	04
Project Name:	SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St – Post Design Services (FPN 439865-3-34-01)
SCI Project Number:	31733.04
Date:	February 25, 2026
Subject:	Time Extension and additional funds

Task Authorization No. 04 will expire on April 30, 2026. It is hereby requested by the Agency that the term for the Agreement of the subject property be extended until August 31, 2026, for the following reason(s):

Construction activities are currently scheduled to be active through July 18, 2026. However, Stanley will need additional time to close out the permits and certify the project.

PROJECT UNDERSTANDING

The previous project scope only included Limited Post Design Services, however, much more involvement was needed by Stanley to assist in the post design. For the reasons listed within, we are requesting additional funds be added to the Contract to complete the Post Design Services. Please see updates in red below to the scope that correspond to the attached fee sheet. In addition to the items listed below please note that Stanley was also asked to provide one-line diagrams. It should be noted that extensive coordination has taken place between Stanley, the City, the CEI team, and the Contractor to make sure this project is a success.

SCOPE OF SERVICES

Task 1 – Limited Post-Design Services (Revised)

As Engineer of Record for the project, ~~TEDS~~ Stanley will provide support to the CITY in administering the construction contract through completion of the project construction, including the following limited post-design services:

- Attendance at a pre-construction meeting *(Completed)*
- Provide review of civil-related shop drawing submittals for approval (to be received from the contractor in one (1) single package) *(Currently at 25 submittals that come on a weekly basis, we anticipate an additional 5)*
- Attend up to five (5) meetings at the CITY or the project site for general coordination or to complete limited construction observation *(Completed with the exception that weekly progress meetings were not originally scoped. The progress meetings attended to date have been added as a line item)*

- Review and respond to up to five (5) Requests for Information (RFI's) during construction *(Currently at 20 submittals, we anticipate an additional 5)*
- Provide up to 20 hours of general construction administration assistance, such as review of change order(s) *(still ongoing. At the request of the City Stanley Consultants no longer needs to attend progress meetings, however, hours have been included to address any items that need to be addressed as a result of these bi-weekly progress meetings)*
- Review As-Built surveys provided by contractor with overlay of CAD files on design *(not completed)*
- Prepare certification package for submittal to Volusia County for R/W Use Permit close-out *(not completed)*
- Prepare a MSSW/Stormwater As-Built Certification By A Registered Professional Engineer for submittal to the SJRWMD for permit closure *(not completed)*
- Prepare Engineer's Certification of Completion *(not completed)*
  (to serve as Exhibit C to State Funded Grant Agreement with FDOT)

Task 2 – Structural Support for Limited Post-Design Services

Stanley will retain Florida Bridge and Transportation, Inc. (FBT) to provide the Post Design structural services for the design of the spread footers for pedestrian facilities located over the culverts as described in the attached proposal for FBT Project #21-31.01 dated February 11, 2026.

FEES

Description	*Fee*
Task 1 – Limited Post-Design Services (Revised)	**$18,200.50**
Task 2 – Structural Support for Limited Post-Design Services (Spread foot	**$2,200.00**
Total	**$20,400.50**

An estimate of man-hours and expenses is provided on the following pages.

CITY OF PORT ORANGE
MAN-HOUR ESTIMATE
February 25, 2026

SCI PROJECT No.: 31733
TASK AUTHORIZATION No.: 04
CONTRACT DESCRIPTION: Master Contract for Engineering Services (March 19, 2024)
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St Post Design Services
PRIME CONSULTANT: Stanley Consultants, Inc.
ESTIMATE PREPARED BY: Karen O'Neill

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Engineering Tech		TOTAL		
	Rate/Hr:	$298.50	Rate/Hr:	$266.50	Rate/Hr:	$168.00	Rate/Hr:	$200.00	Rate/Hr:	$152.00	Rate/Hr:	$137.50			
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
Task 1 – Limited Post-Design Services (Revised)	**8.0**	**2388.0**	**23.0**	**6129.5**	**56.0**	**9408.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.0**	**275.0**	**89.0**	**18,200.50**	**204.50**
One Line Diagram			10.0		2.0						2.0		14.0		
Shop drawing review					2.0								2.0		
Previously Attended Progress Meeting 1-13			1.0		12.0								13.0		
Review and respond to (20) additional RAI's	8.0		12.0		20.0								40.0		
General construction administration					20.0								20.0		
Review As-Builts / overlay CAD files on design													0.0		
Certification package for Volusia County R/W Use													0.0		
Certification package for SJRWMD ERP Mod													0.0		
Engineer's Certification of Completion for FDOT													0.0		
TOTALS	**8.0**	**2,388.00**	**23.0**	**6,129.50**	**56.0**	**9,408.00**	**0.0**	**0.00**	**0.0**	**0.00**	**2.0**	**275.00**	**89.0**	**18,200.50**	**204.50**

TEDS LABOR	**$18,200.50**
EXPENSES ***(Refer to backup provided on the following page)***	
Sub-Consultant Fees	
I. SUB-CONSULTANT FEES	**$2,200.00**
Direct Expenses	
II. REPRODUCTION	**$0.00**
III. MILEAGE / TRAVEL	**$0.00**
IV. PERMIT REVIEW FEES	**$0.00**
V. SHIPPING / POSTAGE	**$0.00**
Sub-Total Direct Expenses	**$0.00**
SUB-TOTAL EXPENSES	**$2,200.00**
TOTAL LUMP SUM CONTRACT AMOUNT	**$20,400.50**

Florida Bridge and Transportation, Inc.
Structural Engineers

Feb. 11, 2026

Ms. Karen O'Neill, EI
STANLEY CONSULTANTS
80 Spring Vista Drive
DeBary, Florida 32713

RE: SJR2C SunTrail-Orange City
Timber Boardwalk
Proposal for Additional Structural Post Design Services
FBT Project #21-31.01

Dear Karen:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Stanley Consultants (STANLEY) for engineering services for the above-referenced project. The scope of services under this proposal includes the following:

1) FBT will provide additional structural post design services for the subject project. The post design phase has involved time on FBT's part than we anticipated. Therefore, we are requesting some additional funds for these post design services.

   1. FBT will provide the design for one shallow spread footing for a pedestrian push button pole (assumes 1 design with plan sheet details at 16 hours)

We propose a lump sum fee of $2,200.00 for the basic structural engineering services indicated above.

The scope and fee indicated above do not include the following services:

- Construction Inspection/Observation of installation and on-going construction
- Preparation of as-built or record drawings

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case-by-case basis.

STANLEY shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of STANLEY, anyone directly or indirectly employed by STANLEY (except FBT) or anyone for whose acts any of them may be liable.

This agreement is intended to benefit STANLEY and FBT exclusive. Any benefit conferred upon a third party is incidental to this agreement.

This proposal will become invalid if not executed within 90 days. We are prepared to commence the structural design services upon receipt of a written notice to proceed.

We appreciate this opportunity to be of service to STANLEY.

Very truly yours,
Florida Bridge and Transportation, Inc.

Mark Niedermann, P.E.
Vice President

PROPOSAL
CHANGE ORDER No. 1
to Task Authorization No. 04

Contract:	Master Contract for Professional Engineering Services dated March 19, 2024
Task Authorization No.:	04
Project Name:	SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St – Post Design Services (FPN 439865-3-34-01)
SCI Project Number:	31733.04
Date:	February 25, 2026
Subject:	Time Extension and additional funds

Task Authorization No. 04 will expire on April 30, 2026. It is hereby requested by the Agency that the term for the Agreement of the subject property be extended until August 31, 2026, for the following reason(s):

Construction activities are currently scheduled to be active through July 18, 2026. However, Stanley will need additional time to close out the permits and certify the project.

PROJECT UNDERSTANDING

The previous project scope only included Limited Post Design Services, however, much more involvement was needed by Stanley to assist in the post design. For the reasons listed within, we are requesting additional funds be added to the Contract to complete the Post Design Services. Please see updates in red below to the scope that correspond to the attached fee sheet. In addition to the items listed below please note that Stanley was also asked to provide one-line diagrams. It should be noted that extensive coordination has taken place between Stanley, the City, the CEI team, and the Contractor to make sure this project is a success.

SCOPE OF SERVICES

Task 1 – Limited Post-Design Services (Revised)

As Engineer of Record for the project, ~~TEDS~~ Stanley will provide support to the CITY in administering the construction contract through completion of the project construction, including the following limited post-design services:

- Attendance at a pre-construction meeting *(Completed)*
- Provide review of civil-related shop drawing submittals for approval (to be received from the contractor in one (1) single package) *(Currently at 25 submittals that come on a weekly basis, we anticipate an additional 5)*
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- Provide up to 20 hours of general construction administration assistance, such as review of change order(s) *(still ongoing. At the request of the City Stanley Consultants no longer needs to attend progress meetings, however, hours have been included to address any items that need to be addressed as a result of these bi-weekly progress meetings)*
- Review As-Built surveys provided by contractor with overlay of CAD files on design *(not completed)*
- Prepare certification package for submittal to Volusia County for R/W Use Permit close-out *(not completed)*
- Prepare a MSSW/Stormwater As-Built Certification By A Registered Professional Engineer for submittal to the SJRWMD for permit closure *(not completed)*
- Prepare Engineer's Certification of Completion *(not completed)*
  (to serve as Exhibit C to State Funded Grant Agreement with FDOT)

Task 2 – Structural Support for Limited Post-Design Services

Stanley will retain Florida Bridge and Transportation, Inc. (FBT) to provide the Post Design structural services for the design of the spread footers for pedestrian facilities located over the culverts as described in the attached proposal for FBT Project #21-31.01 dated February 11, 2026.

FEES

Description	*Fee*
Task 1 – Limited Post-Design Services (Revised)	**$18,200.50**
Task 2 – Structural Support for Limited Post-Design Services (Spread foot	**$2,200.00**
Total	**$20,400.50**

An estimate of man-hours and expenses is provided on the following pages.

CITY OF PORT ORANGE
MAN-HOUR ESTIMATE
February 25, 2026

SCI PROJECT No.: 31733
TASK AUTHORIZATION No.: 04
CONTRACT DESCRIPTION: Master Contract for Engineering Services (March 19, 2024)
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St Post Design Services
PRIME CONSULTANT: Stanley Consultants, Inc.
ESTIMATE PREPARED BY: Karen O'Neill

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Engineering Tech		TOTAL		
	Rate/Hr:	$298.50	Rate/Hr:	$266.50	Rate/Hr:	$168.00	Rate/Hr:	$200.00	Rate/Hr:	$152.00	Rate/Hr:	$137.50			
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
Task 1 – Limited Post-Design Services (Revised)	**8.0**	**2388.0**	**23.0**	**6129.5**	**56.0**	**9408.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.0**	**275.0**	**89.0**	**18,200.50**	**204.50**
One Line Diagram			10.0		2.0						2.0		14.0		
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Review As-Builts / overlay CAD files on design													0.0		
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Certification package for SJRWMD ERP Mod													0.0		
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TOTALS	**8.0**	**2,388.00**	**23.0**	**6,129.50**	**56.0**	**9,408.00**	**0.0**	**0.00**	**0.0**	**0.00**	**2.0**	**275.00**	**89.0**	**18,200.50**	**204.50**

TEDS LABOR	**$18,200.50**
EXPENSES ***(Refer to backup provided on the following page)***	
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I. SUB-CONSULTANT FEES	**$2,200.00**
Direct Expenses	
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III. MILEAGE / TRAVEL	**$0.00**
IV. PERMIT REVIEW FEES	**$0.00**
V. SHIPPING / POSTAGE	**$0.00**
Sub-Total Direct Expenses	**$0.00**
SUB-TOTAL EXPENSES	**$2,200.00**
TOTAL LUMP SUM CONTRACT AMOUNT	**$20,400.50**

Florida Bridge and Transportation, Inc.
Structural Engineers

Feb. 11, 2026

Ms. Karen O'Neill, EI
STANLEY CONSULTANTS
80 Spring Vista Drive
DeBary, Florida 32713

RE: SJR2C SunTrail-Orange City
Timber Boardwalk
Proposal for Additional Structural Post Design Services
FBT Project #21-31.01

Dear Karen:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Stanley Consultants (STANLEY) for engineering services for the above-referenced project. The scope of services under this proposal includes the following:

1) FBT will provide additional structural post design services for the subject project. The post design phase has involved time on FBT's part than we anticipated. Therefore, we are requesting some additional funds for these post design services.

    1. FBT will provide the design for one shallow spread footing for a pedestrian push button pole (assumes 1 design with plan sheet details at 16 hours)

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STANLEY shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of STANLEY, anyone directly or indirectly employed by STANLEY (except FBT) or anyone for whose acts any of them may be liable.

This agreement is intended to benefit STANLEY and FBT exclusive. Any benefit conferred upon a third party is incidental to this agreement.

This proposal will become invalid if not executed within 90 days. We are prepared to commence the structural design services upon receipt of a written notice to proceed.

We appreciate this opportunity to be of service to STANLEY.

Very truly yours,
Florida Bridge and Transportation, Inc.

Mark Niedermann, P.E.
Vice President

Epstein, Lisa

From: Epstein, Lisa
Sent: Tuesday, June 17, 2025 2:36 PM
To: O'Neill, Karen
Cc: Adkins, Forest; Anderson, Merlynn; Schafer, Mark
Subject: FW: Stanley PO -- 439865 SJR2C Loop SUN Trail - Port Orange -- Post Design Services
Attachments: PO-20250486 Stanley Post Design Services SJR2C Loop Sun Trail 6.16.25.pdf

Hi Karen – As we discussed, here is the Purchase Order for the next phase of work on this project. As you know, construction of the project is currently out to bid, and bids are due July 2nd. Please consider this as Notice to Proceed on this scope of work.

Let us know any questions or concerns at this time.

Lisa Epstein
Engineering Project Manager
(386) 506-5667
City of Port Orange / Community Development

From: Tomlinson, Margaret <mtomlinson@port-orange.org>
Sent: Monday, June 16, 2025 12:54 PM
To: Epstein, Lisa <lepstein@port-orange.org>
Subject: Fw: Stanley PO

Get Outlook for iOS

From: Dees, Alisha <ADees@port-orange.org>
Sent: Monday, June 16, 2025 12:21:00 PM
To: Tomlinson, Margaret <mtomlinson@port-orange.org>
Cc: Dees, Alisha <ADees@port-orange.org>
Subject: Stanley PO

Stanley PO attached (SJR2C Loop/Sun Trail) executed 6.16.25.

Thanks,

Alisha Dees
Senior Administrative Assistant
City of Port Orange
Community Development
1000 City Center Circle

Port Orange, FL 32129
O: (386) 506-5674
F: (386) 506-5669
adees@port-orange.org
www.port-orange.org

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (B7) Resolution No. 26-17- Sovereignty Submerged Land Lease for the Port Orange Riverwalk Park Day Dock Project

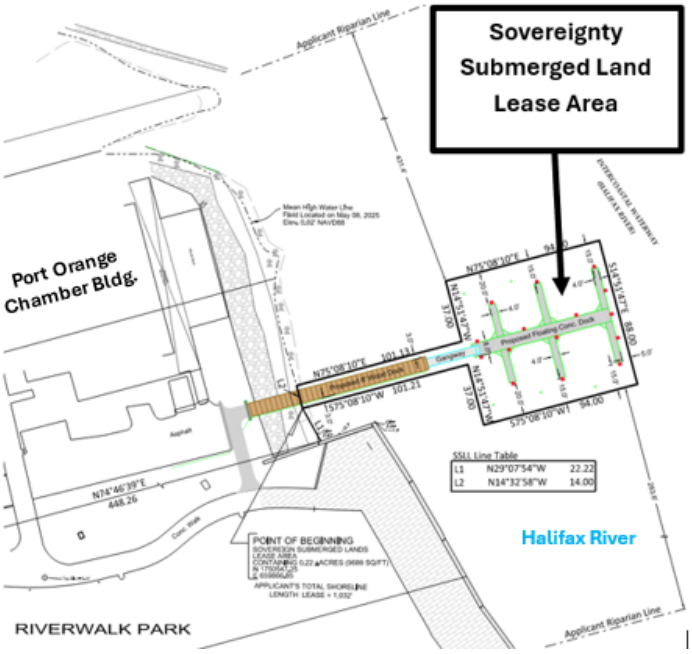
DEPARTMENT: Community Development

GOAL: 2 - Infrastructure; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 26-17.

SUMMARY: As part of the issued St. Johns River Water Management District Environmental Resource Permit No. 78624-12 (ERP) for the day dock, the City is required to enter into a lease for Sovereignty Submerged Land (SSL) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The day dock is proposed to be constructed over SSL owned by the State of Florida. Fees have been waived for this lease since the City will not be receiving any revenue for use of the docking facility. Under this lease, the City, as lessee, will be required to construct the day dock facility within the initial term of the lease, which is 5 years. The City will be required to renew the lease in 2030.

The design plans for the day dock have been completed, and all necessary permits have been obtained. The project features a floating dock oriented perpendicular to the shoreline, providing mooring for up to ten (10) vessels, each up to 35 feet in length, with potential for future expansion as demand increases. The dock is also designed to accommodate a future water taxi stop. The plans include a dredging profile to establish a navigational access channel connecting the day dock to the adjacent deep-water channel leading to the Intracoastal Waterway (ICW), as well as the installation of channel markers from the dock to the existing marked channel.



Graphic that shows the location of the Sovereignty Submerged Land Lease Area

In Fall 2025, the City was awarded a $405,130 grant from the Florida Inland Navigation District (FIND), representing 25% of the total construction cost. Due to high FIND Grant demand, this grant award only partially matched the City's original request of $810,260 (50% of construction costs). To maximize funding, staff submitted a second FIND grant application in March 2026 for an additional $405,130 (25% of construction costs). Based on the FIND grant award schedule, construction is anticipated to begin in early 2027.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No 26-17 w exhibit	Resolution No 26-17 w exhibit.pdf
2.	A AID 51627 Lease 644003702 OGC signed	A AID 51627 Lease 644003702 OGC signed.pdf
3.	Financial Affidavit SSL FOR RW DAY DOCK w	Financial Affidavit SSL FOR RW DAY DOCK w.pdf
4.	BILLING INFORMATION FORM SSL FOR RW DAY DOCK	BILLING INFORMATION FORM SSL FOR RW DAY DOCK.pdf
5.	Z-Mailout Cover Letter 51627	Z-Mailout Cover Letter 51627.pdf

Amanda Bonin	Created/Initiated - 03/13/2026
Tim Burman	Approved - 04/01/2026
Sue Wang	Approved - 04/03/2026
Shannon Balmer	Approved - 04/15/2026
Wayne Clark	Final Approval - 04/15/2026

RESOLUTION NO. 26-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING A SUBMERGED LAND LEASE AGREEMENT (BOT NO. 644003702) WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR USE OF THE LEASED PREMISES TO OPERATE A TEN (10) SLIP DOCKING FACILITY AND BOARDWALK FOR TEMPORARY MOORING OF RECREATIONAL VESSELS AND PASSIVE RECREATION ADJACENT TO RIVERWALK PARK FACILITIES; AUTHORIZING MAYOR TO EXECUTE ALL INITIAL LEASE DOCUMENTS; AUTHORIZING CITY MANAGER TO EXECUTE FUTURE RENEWALS OFFERED BY LESSOR TO ENSURE CONTINUOUS USE OF LEASED PREMISES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange ("City") was issued State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 78624-12, dated August 27, 2025, for construction of a day dock, which said permit requires the City enter into a lease for Sovereignty Submerged Land (SSL) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; and

WHEREAS, the City of Port Orange applied for and was approved for Sovereignty Submerged Lands Lease (BOT No. 644003702) (the "Lease") with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Lessor") for the purpose of constructing and operating a 10-slip docking facility and boardwalk to be used exclusively for temporary mooring of recreational vessels and passive recreation in conjunction with the Riverwalk Park facilities adjacent to the area subject to the Lease; and

WHEREAS, the Lease is for a term of five (5) years, which, subject to the approval of this Resolution and notwithstanding the date of execution of the Lease, commenced retroactively on September 19, 2025, and will require renewal in 2030, with future renewal(s) of said Lease, being at the sole option of Lessor; and

WHEREAS, under the Lease, the City is required to complete the construction of the 10-slip docking facility and boardwalk within the initial 5-year term of the Lease; and

WHEREAS, the Lease Agreement reflects a "state sovereignty submerged lands fee waived lease" for the operation of the City's 10-slip docking facility and boardwalk, subject to the terms and conditions contained therein; and

WHEREAS, the City of Port Orange desires to authorize the City Manager to execute any future renewals offered by the Lessor at the same terms and conditions to ensure continuous use of the leased premises, said premises being as described in the Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution as of fully set forth herein.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves the Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 644003702), by and between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the purpose of constructing and operating a 10-slip docking facility and boardwalk to be used exclusively for temporary mooring of recreational vessels and passive recreation in conjunction with the Riverwalk Park facilities, located at 3459 S. Ridgewood Ave, Port Orange, FL, in the form attached hereto as **Exhibit "A"** and made a part hereof by this reference.

Section 3. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor to execute a Submerged Land Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the 10-slip docking facility and boardwalk at a term of five (5) years, with future renewal(s) of said Lease being at the sole option of Lessor.

Section 4. The City Council of the City of Port Orange, Florida, hereby authorizes the City Manager to execute any future renewals offered by the Lessor at the same terms and conditions contained in the Lease to ensure continuous use of the leased premises, said premises being as described in the Lease.

Section 5. This resolution shall become effective upon its 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

EXHIBIT "A"

This Instrument Prepared By:
Celeda Wallace
Action No. 51627
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 644003702
PA NO. 78624-12

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Port Orange, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 03, Township 16 South, Range 33 East, in Halifax River, Volusia County, Florida, containing 17,817 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 30, 2025.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from September 19, 2025, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 10-slip docking facility and boardwalk to be used exclusively for temporary mooring of recreational vessels and passive recreation in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the St. Johns River Water Management District Environmental Resource Permit No. 78624-12, dated August 27, 2025, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

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

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITION: Mooring at this docking facility is temporary and transient in nature and mooring between the hours of midnight and 5:00 a.m. is prohibited.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Boulevard

Tallahassee, Florida 32399

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Boulevard

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Boulevard
Tallahassee, Florida 32399

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 3/31/2026

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

Signature:_____

Printed Name:_____

Address:_____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

City of Port Orange, Florida _____ (SEAL)

BY: _____
Original Signature of Executing Authority

Scott Stiltner
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

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

"LESSEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Scott Stiltner as Mayor, for and on behalf of City of Port Orange, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

_____

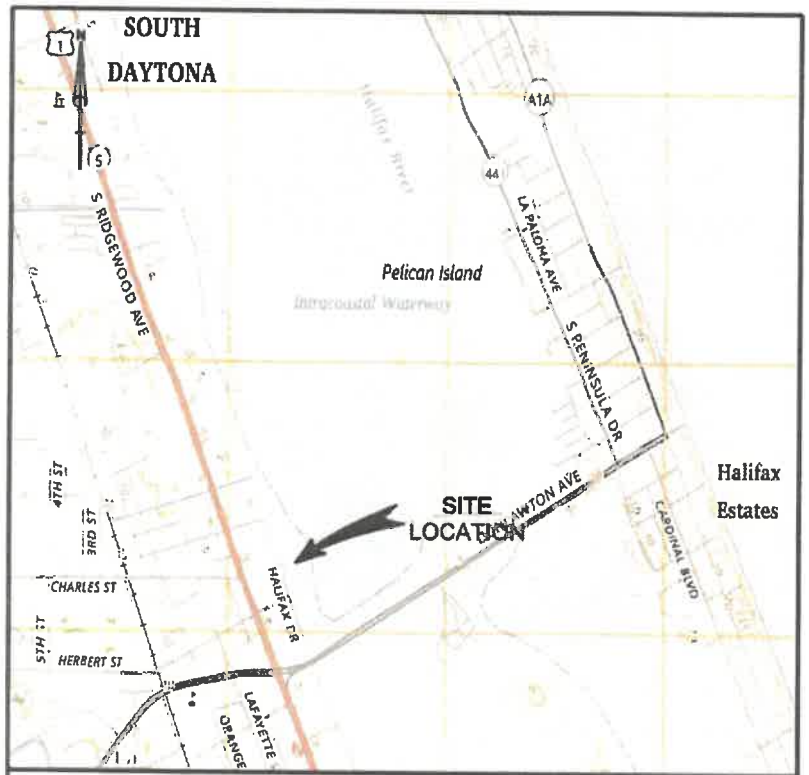
Commission/Serial No._____

_____
Signature of Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 3 AND 4, HENRY P. HAND SUBDIVISION, RECORD BOOK 2, PAGE 185, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA



USGS QUAD

VICINITY MAP

NOT TO SCALE

PORT ORANGE

SURVEY NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE PROJECTION FOR THE FLORIDA EAST ZONE (0901), NORTH AMERICAN DATUM OF 1983, NAD83/2011 ADJUSTMENT AND BASED ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) HAVING A BEARING BASES OF S22°55'25"E.
2. ALL UNITS SHOWN ARE U.S. SURVEY FEET.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND REFERENCED TO NGS FOUND CONCRETE MONUMENT WITH DISK STAMPED "872 1073 B", ELEVATION 2.71'.
4. THE MEAN HIGH WATERLINE WAS ESTABLISHED BY EXTENDING TIDAL INTERPOLATION POINT (TIP) No. 3941, ELEVATION 0.02' NAVD88, NTDE: 1983-2001.
5. LOCATION OF SHORELINE VEGETATION WITHIN THE APPLICANTS LEASE AREA SHOWN AND NOTED.
6. THIS IS FIELD SURVEY AND WAS COMPLETED ON MAY 08, 2025.

CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 61-17.052 OF THE FLORIDA ADMINSTRATIVE CODES.

Richard J Sawyer, PSM

Digitally signed by Richard J Sawyer, PSM
Date: 2025.05.30 11:13:54 -04'00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131

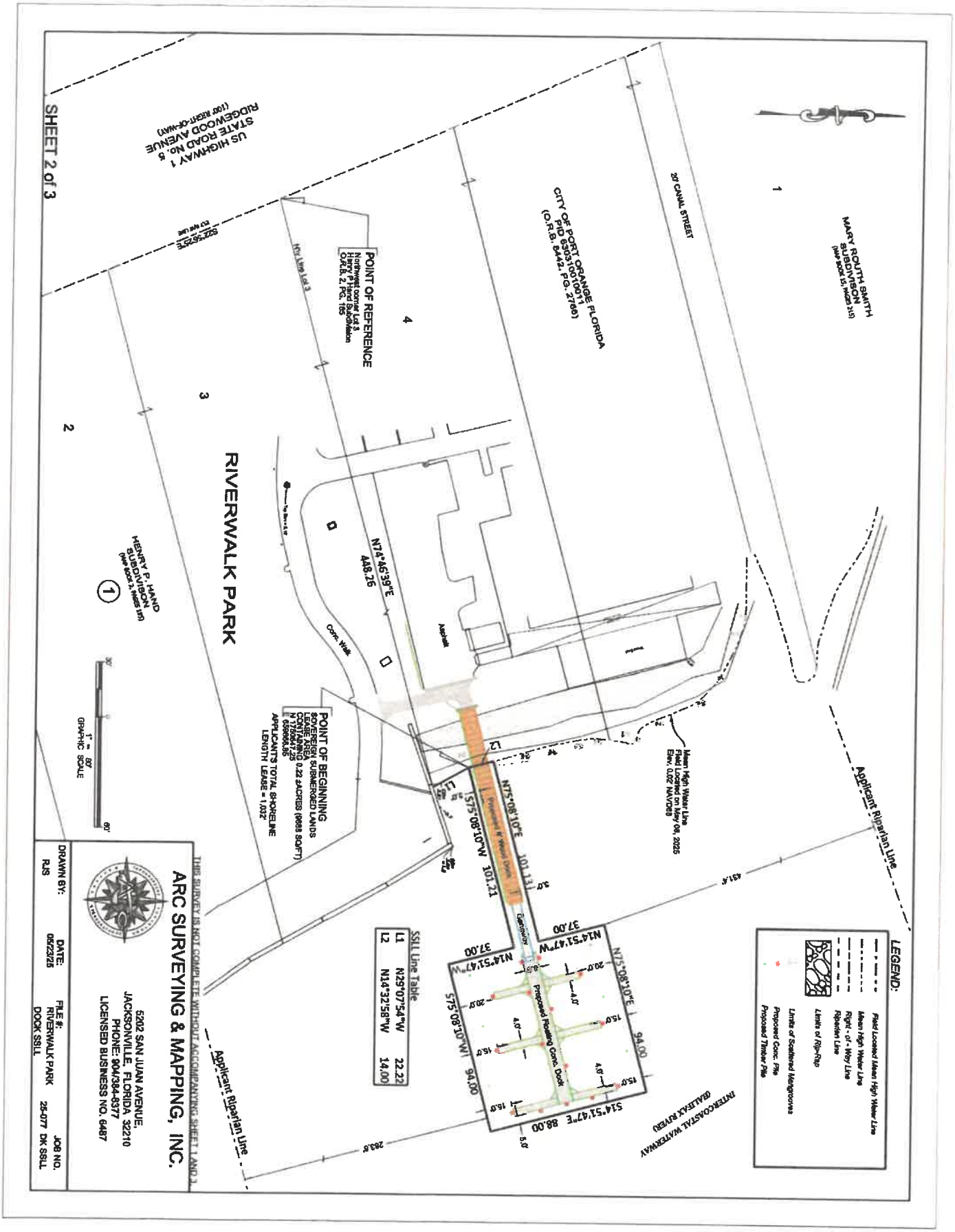
RICHARD J. SAWYER CERTIFICATE No. 6131 STATE OF FLORIDA REGISTERED LAND SURVEYOR

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	MAY 23, 2025	RIVERWALK PARK DOCK SSLL	25-077 DK SSLL

SHEET 1 of 3


SHEET 2 of 3
US HIGHWAY 1
STATE ROAD No. 5
RIDGEWOOD AVENUE
(100' RIGHT-OF-WAY)
S02°56'25"E
RIVERWALK PARK
HENRY P. HAND SUBDIVISION
(MAP BOOK 3, PAGE 87)
POINT OF REFERENCE
Northwest corner Lot 3
Block 2, Hand Subdivision
O.R.B. 2, Pg. 105
N74°46'39"E
448.26
POINT OF BEGINNING
SOVEREIGN SUBMERGED LANDS
LEASE AREA
CONTAINING 0.22 ±ACRES (9668 SQ.FT)
APPLICANT'S TOTAL SHORELINE
LENGTH LEASE = 1,032'
S75°08'10"W 101.21
N75°08'10"E 101.13
N14°51'47"W 37.00
S14°51'47"E 88.00
S75°08'10"W 94.00
N75°08'10"E 94.00
SSLL Line Table
L1 N29°07'54"W 22.22
L2 N14°32'58"W 14.00
Mean High Water Line
Field Located on May 06, 2025
Elev. 0.02' NAVD88
Applicant Riparian Line
INTERCOASTAL WATERWAY
(DAYTONA RIVER)
20' CANAL STREET
CITY OF PORT ORANGE FLORIDA
PID 6303100100111
(O.R.B. 8442, PG. 2786)
MARY ROUTH SMITH
SUBDIVISION
(MAP BOOK 15, PAGE 215)
LEGEND:
Field Located Mean High Water Line
Mean High Water Line
Right - of - Way Line
Riparian Line
Limits of Rip-Rap
Limits of Scattered Mangroves
Proposed Conc. Pile
Proposed Timber Pile
Proposed Floating Conc. Dock
Gangway
Asphalt
Conc. Walk
GRAPHIC SCALE
1" = 60'
ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 1 AND 3
DRAWN BY: RJS
DATE: 06/23/25
FILE #: RIVERWALK PARK DOCK SSLL
JOB NO. 25-077 DK SSLL

PARCEL DECRIPTION

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 3 AND 4, HENRY P. HAND SUBDIVISION, RECORD BOOK 2, PAGE 185, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3, HENRY P. HAND SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) AND RUN N74°46'39"E A DISTANCE OF 448.26 FEET ALONG SAID NORTHERLY LINE OF LOT 3, TO THE MEAN HIGH WATER LINE, SAID MEAN HIGH WATER LINE HAVING AN ELEVATION OF 0.02 FEET, NAVD88 DATUM, AND EXTENDED FROM TIDE INTERPERTATION POINT No. 3941 FLORIDA LAND BOUNDARY INFORMATION SYSTEM; THENCE PROCEED ALONG SAID MEAN HIGH WATER LINE N29°07'54"W, A DISTANCE OF 22.22 FEET AND THE POINT OF BEGINNING OF SAID SUBMERGED SOVEREIGN LAND; THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE N14°32'58"W A DISTANCE OF 14.00 FEET; THENCE N75°08'10"E DEPARTING SAID MEAN HIGH WATER LINE A DISTANCE OF 101.13 FEET; THENCE N14°51'47"W A DISTANCE OF 37.00 FEET; THENCE N75°08'10"E A DISTANCE OF 94.00 FEET; THENCE S14°51'47"E A DISTANCE OF 88.00 FEET; THENCE S75°08'10"W A DISTANCE OF 94.00 FEET; THENCE N14°51'47"W A DISTANCE OF 37.00 FEET; THENCE S75°08'10"W A DISTANCE OF 101.21 FEET AND THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL OF SUBMERGED SOVEREIGN LANDS CONTAINING +/- 0.22 ACRES (9,688 SQ/FT)

FDEP
BSM Reviewed
By: SEW
Date: 7/2/25

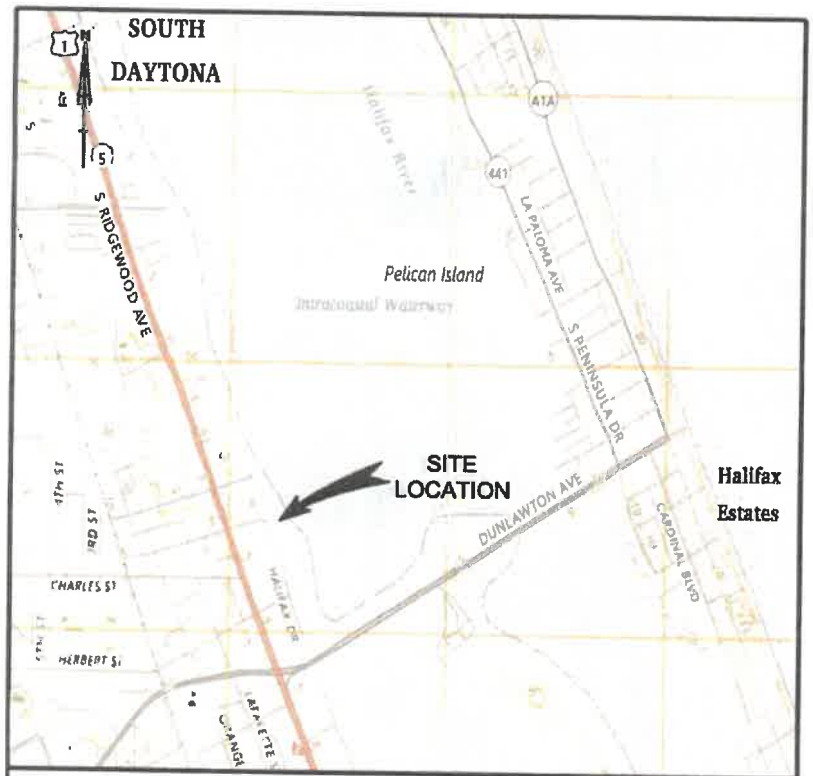
THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 8487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	MAY 23, 2025	RIVERWALK PARK DOCK SSLL	25-077 DK SSLL

SHEET 3 of 3

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 1 AND 2, MARY ROUTH SMITH SUBDIVISION, OFFICIAL RECORD BOOK 15, PAGE 215, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA



USGS QUAD — **VICINITY MAP** — PORT ORANGE

NOT TO SCALE

SURVEY NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE PROJECTION FOR THE FLORIDA EAST ZONE (0901), NORTH AMERICAN DATUM OF 1983, NAD83/2011 ADJUSTMENT AND BASED ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) HAVING A BEARING BASES OF S22°55'25"E.
2. ALL UNITS SHOWN ARE U.S. SURVEY FEET.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND REFERENCED TO NGS FOUND CONCRETE MONUMENT WITH DISK STAMPED "872 1073 B". ELEVATION 2.71'.
4. THE MEAN HIGH WATERLINE WAS ESTABLISHED BY EXTENDING TIDAL INTERPOLATION POINT (TIP) No. 3941, ELEVATION 0.02' NAVD88, NTDE: 1983-2001.
5. LOCATION OF SHORELINE VEGETATION WITHIN THE APPLICANTS LEASE AREA SHOWN AND NOTED.
6. THIS IS FIELD SURVEY AND WAS COMPLETED ON MAY 08, 2025.

CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.

Richard J Sawyer, PSM — Digitally signed by Richard J Sawyer, PSM Date: 2025.05.30 11:15:19 -04'00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131

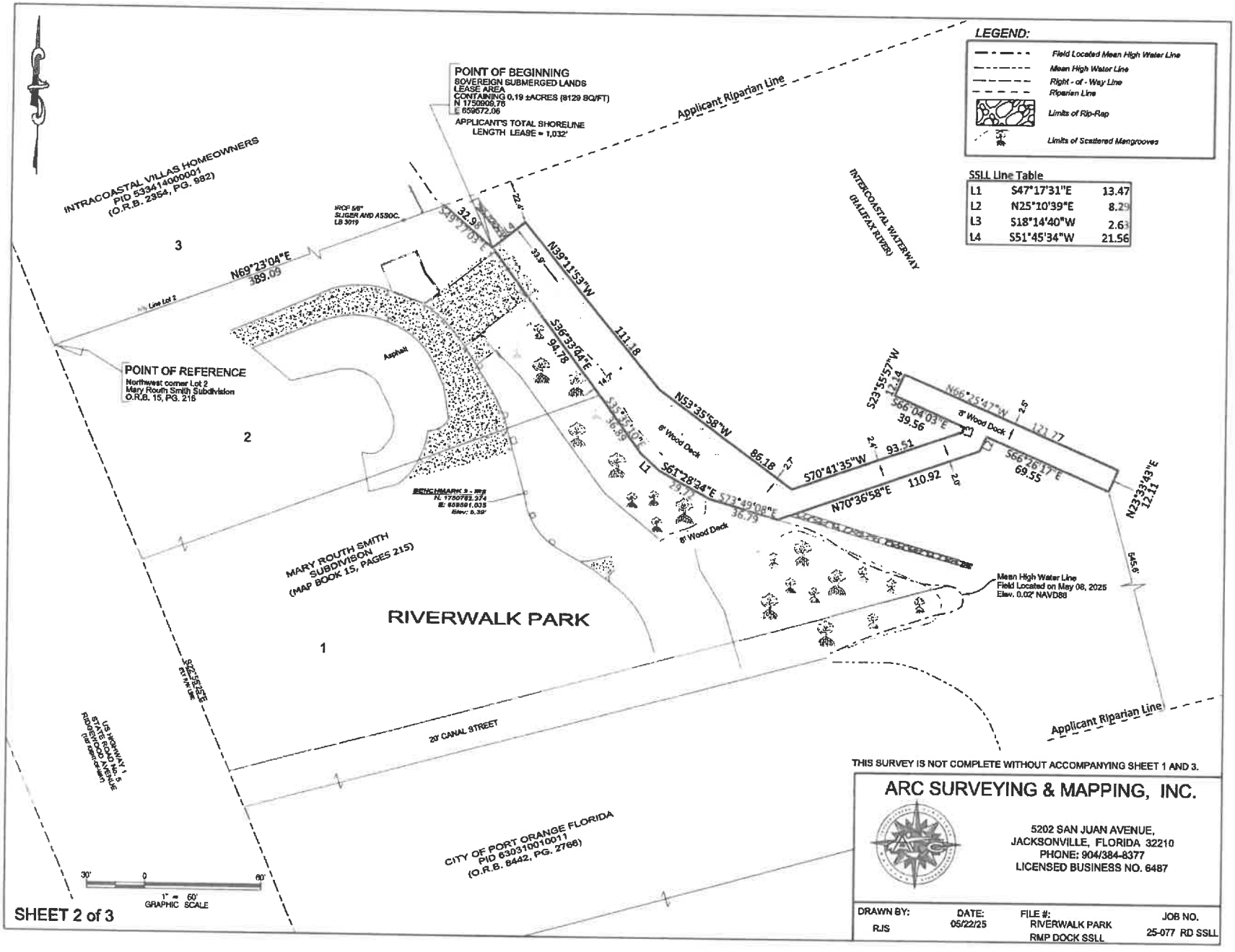
RICHARD J. SAWYER — CERTIFICATE No. 6131 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	MAY 22, 2025	RIVERWALK PARK RMP DOCK SSLL	25-077 RD SSLL

SHEET 1 of 3


LEGEND:
Field Located Mean High Water Line
Mean High Water Line
Right - of - Way Line
Riparian Line
Limits of Rip-Rap
Limits of Scattered Mangrooves
SSLL Line Table
L1 S47°17'31"E 13.47
L2 N25°10'39"E 8.29
L3 S18°14'40"W 2.63
L4 S51°45'34"W 21.56
POINT OF BEGINNING
SOVEREIGN SUBMERGED LANDS LEASE AREA
CONTAINING 0.19 ±ACRES (8129 SQ/FT)
N 1750998.76
E 659672.06
APPLICANT'S TOTAL SHORELINE LENGTH LEASE = 1,032'
Applicant Riparian Line
INTRACOASTAL VILLAS HOMEOWNERS
PID 63341000001
(O.R.B. 2954, PG. 982)
INTERCOASTAL WATERWAY (HALIFAX RIVER)
POINT OF REFERENCE
Northwest corner Lot 2
Mary Routh Smith Subdivision
O.R.B. 15, PG. 216
N69°23'04"E 389.09
N39°11'53"W 111.18
S36°33'04"E 94.78
N53°35'58"W 86.18
S70°41'35"W 93.51
N70°36'58"E 110.92
S61°28'34"E
S23°55'57"W 12.14
S66°04'03"E 39.56
N66°25'47"W 121.77
S66°26'17"E 69.55
N23°33'43"E 12.11
8' Wood Deck
Asphalt
BENCHMARK 3 - IRS
N. 1750783.274
E. 659591.035
Elev. 6.39'
MARY ROUTH SMITH SUBDIVISION
(MAP BOOK 15, PAGES 215)
RIVERWALK PARK
Mean High Water Line
Field Located on May 08, 2025
Elev. 0.02' NAVD88
20' CANAL STREET
US HIGHWAY 1
STATE ROAD No. 5
ROSEWOOD AVENUE
CITY OF PORT ORANGE FLORIDA
PID 63031000011
(O.R.B. 8442, PG. 2766)
30' 0 60'
1" = 60'
GRAPHIC SCALE
SHEET 2 of 3
THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 1 AND 3.
ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
DRAWN BY: RJS
DATE: 05/22/25
FILE #: RIVERWALK PARK RMP DOCK SSLL
JOB NO. 25-077 RD SSLL

PARCEL DECRIPTION

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 1 AND 2, MARY ROUTH SMITH SUBDIVISION, RECORD BOOK 15, PAGE 215, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 2, MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) AND RUN N69°23'04"E ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 389.09 FEET TO THE MEAN HIGH WATER LINE, MEAN HIGH WATER LINE HAVING AN ELEVATION OF 0.02 FEET, NAVD88 DATUM, AND EXTENDED FROM TIDE INTERPERTATION POINT No. 3941 FLORIDA LAND BOUNDARY INFORMATION SYSTEM; THENCE PROCEED ALONG SAID MEAN HIGH WATER LINE S49°27'03"E A DISTANCE OF 32.98 FEET AND THE POINT OF BEGINNING OF SAID SUBMERGED SOVEREIGN LAND; THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE S36°33'44"E A DISTANCE OF 94.78 FEET; THENCE S35°35'10"E A DISTANCE OF 36.89 FEET; THENCE S47°17'31"E A DISTANCE OF 13.47 FEET; THENCE S61°28'24"E A DISTANCE OF 29.72 FEET; THENCE S73°49'08"E A DISTANCE OF 36.79' FEET; THENCE DEPARTING THE AFOREMENTIONED MEAN HIGH WATER LINE N70°36'58"E A DISTANCE OF 110.92 FEET; THENCE N25°10'39"E A DISTANCE OF 8.29 FEET; THENCE S66°26'17"E A DISTANCE OF 69.55 FEET; THENCE N23°33'43"E A DISTANCE OF 12.11 FEET; THENCE N66°25'47"W A DISTANCE OF 121.77 FEET; THENCE S23°55'57"W A DISTANCE OF 12.14 FEET; THENCE S66°04'03"E A DISTANCE OF 39.56 FEET; THENCE S18°14'40" W A DISTNACE OF 2.63 FEET; THENCE S70°41'35"W A DISTANCE OF 93.51 FEET; THENCE N53°35'58"W A DISTANCE OF 86.18 FEET; THENCE N39°11'53"W A DISTANCE OF 111.18 FEET; THENCE S51°45'34"W A DISTANCE OF 21.56 FEET AND THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL OF SUBMERGED SOVEREIGN LANDS CONTANING +/- 0.19 ACRES (8,129 SQ/FT)

FDEP
BSM Reviewed
By: SEW
Date: 7/2/25

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	May 22, 2025	RIVERWALK PARK RMP DOCK SSLL	25-077 RD SSLL

SHEET 3 of 3

Return to: (enclose self-addressed stamped envelope)
Name: 13,372
EAST FLORIDA TITLE SERVICES, INC.
Address: 1326 S. RIDGEWOOD AVE. SUITE #7
DAYTONA BEACH, FLORIDA 32114

WARRANTY DEED FROM INDIVIDUAL TO CORPORATION

BOOK 3862 PAGE 1947

VOLUSIA CO.,FL

RANCO FORM 24

©Sentinels Paper & Printing Co., Inc. 1987

This Instrument Prepared by: Cynthia J. Wood
EAST FLORIDA TITLE SERVICES, INC.
Address: 1326 S. RIDGEWOOD AVE. SUITE #7
DAYTONA BEACH, FLORIDA 32114

Property Appraisers Parcel Identification (Folio) Number(s):
6303-10-01-0011

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed *Made the* 30TH *day of* SEPTEMBER *A.D. 19* 93 *by* ESTHER GERGELY, an unremarried widow *hereinafter called the grantor, to* THE CITY OF PORT ORANGE, FLORIDA, a municipality *a corporation existing under the laws of the State of* Florida *, with its permanent post office address at* 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32119 *hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular or plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires.)

Witnesseth: *That the grantor, for and in consideration of the sum of $* 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, State of* Florida *, viz:*

THE SOUTH ONE-HALF (1/2) OF LOT ONE (1), BLOCK ONE (1), HAND SUBDIVISION, PORT ORANGE, AS PER MAP IN MAP BOOK 2, PAGE 185, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND RIPARIAN RIGHTS.

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, 19* 93 .

In Witness Whereof, *the said grantor has hereunto set* her *hand and seal the day and year first above written.*

Signed, sealed and delivered in the presence of:

Cynthia J. Wood
Witness Signature (as to first Grantor)
CYNTHIA J. WOOD
Printed Name

Kay Kincaid
Witness Signature (as to first Grantor)
KAY KINCAID
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Esther Gergely
Grantor Signature (L.S.)
ESTHER GERGELY
Printed Name
414 SOUTH RIDGEWOOD AVE.
DAYTONA BEACH, FL. 32114
Post Office Address

Grantor Signature (L.S.)
Printed Name
Post Office Address

REC'D PAYMENT AS INDICATED FOR CLASS "C" INTANGIBLE TAX AND STAMP TAXES SIGNED

REC FEE	$ 6.00	
DOC ST	$ 952.00	
INT. TAX	$	
PENALTY	$	
INTEREST	$	

Clerk Circuit Court Volusia Co Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ESTHER GERGELY known to me to be the person ___ described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form ___ of identification of the above-named person : Florida Drivers License and that an oath (was not) taken.

NOTARY RUBBER STAMP SEAL
CYNTHIA J. WOOD
MY COMMISSION # CC 240366
EXPIRES: November 3, 1996
Bonded Thru Notary Public Underwriters

Witness my hand and official seal in the County and State last aforesaid this 30th day of September A.D. 19 93 .

Cynthia J. Wood
Notary Signature
CYNTHIA J. WOOD
Printed Notary Signature

93 OCT -1 AM 9:04
CLERK OF THE CIRCUIT & CTY. COURT VOLUSIA CTY., FL

FILED FOR RECORD
RECORD VERIFIED

139586

139586

Attachment B
Page 14 of 16 Pages
Sovereignty Submerged Lands Lease No. 644003702

06/01/1998 16:15
Doc stamps 7770.00
(Transfer Amt $1110000)
Instrument # 98097647
Book: 4311
Page: 1903

EFTS #98-4229
Prepared By and Return to:
EAST FLORIDA TITLE SERVICES, INC.
138 W. NEW YORK AVENUE
DELAND, FL 32720
Parcel ID# 6303-10-01-0020 & 0021
Grantee(s):
CITY OF PORT ORANGE, FLORIDA

[Space Above This Line for Recording Data]

This Warranty Deed Made the **29th** day of May, 1998 by **WILLIAM MACK BALLARD and AMELIA J. BALLARD, HUSBAND AND WIFE**, hereinafter called the grantor(s), to **CITY OF PORT ORANGE, FLORIDA,A FLORIDA MUNICIPAL CORPORATION**, whose post office address is 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32119, herein after called the grantee(s):

(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 corporations.)

WITNESSETH, That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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, and hereby 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.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Printed Name: M. DEAN NELSON

Witness Signature
Printed Name: Brian W. Wood

Witness Signature
Printed Name:

Witness Signature
Printed Name:

(L.S.)
Grantor Signature
WILLIAM MACK BALLARD
3459 RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA 32119

(L.S.)
Grantor Signature
AMELIA J. BALLARD
3459 RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA 32119

State of FLORIDA
County of VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **WILLIAM MACK BALLARD and AMELIA J. BALLARD** who are/is personally known to me or who have/has produced Florida Driver License as identification and who did /did not take an oath to me known to be the person(s) described in and who executed the foregoing instrument and have/has acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this **29th** day of **May, A.D. 1998.**

SEAL

Brian W. Wood
Notary Public, State of Florida
Commission No. CC 608110
My Commission Exp. 12/16/2000
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

Notary Signature
Printed Notary Signature
My Commission Expires:

EXHIBIT A

OR BOOK 1735, PAGE 0208

A PART OF LOT 2, BLOCK 1, HENRY P. HAND SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT AN INTERSECTION OF THE NORTHERLY LINE OF LOT 2, BLOCK 1, HAND SUBDIVISION AND THE EAST LINE OF RIDGEWOOD AVENUE, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 110 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID RIDGEWOOD AVENUE A DISTANCE OF 90 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 110 FEET TO THE EAST LINE OF SAID RIDGEWOOD AVENUE, THENCE NORHTERLY ALONG THE EAST LINE OF RIDGEWOOD AVENUE, THENCE NORTHERLY ALONG THE EAST LINE OF RIDGEWOOD AVENUE A DISTANCE OF 90 FEET TO THE PLACE OF BEGINNING EXCEPT PART NOW IN 100 FOOT RIGHT OF WAY OF U.S. #1 HIGHWAY.

OR BOOK 2187, PAGE 0817

LOTS 2, 3 AND 4, BLOCK 1, HAND SUBDIVISION, PORT ORANGE, EXCEPT THE WESTERLY 110 FEET OF THE NORTHERLY 90 FEET OF LOT 2, BLOCK 1, LYING EASTERLY OF U.S. #1, AS PER MAP IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA: TOGETHER WITH RIPARIAN RIGHTS WHICH MAY APPERTAIN TO THE ABOVE DESCRIBED PREMISES, AND A PARCEL OF SUBMERGED LAND IN THE HALIFAX RIVER IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING NORTHEASTERLY OF AND ABUTTING LOTS 2, 3 AND 4, BLOCK 1, OF H.P. HAND'S SUBDIVISON A RECORDED IN MAP BOOK 2, PAGE 185, PUPLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 2, BLOCK 1, OF N.P. HAND'S SUBDIVISION WITH THE MEAN HIGH WATER MARK OF THE HALIFAX RIVER, RUN NORTHEASTERLY ALONG THE EXTENSION OF SAID NORTH LINE 80 FEET TO THE ESTABLISHED BULKHEAD LINE ALONG THE HALIFAX RIVER OF THE CITY OF PORT ORANEG; THENCE SOUTHERLY ALONG SAID BULKHEAD LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 45 DEGREES AND RADIUS OF 700 FEET FOR AN ARC LENGHT OF 340 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4, BLOCK 1; THENCE SOUTHWETERLY ALONG SAID EXTENSION 165 FEET MORE OR LESS TO THE MEAN HIGH WATER MARK OF THE HALFIAX RIVER; THENCE NORTHWETERLY ALONG SAID MEAN HIGH WATER MARK 306 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED BY GRANTORS (CONTAINING 0.083 ACRE MORE OR LESS) FOR RIGHT OF WAY PURPOSES IN THE WIDENING OF U.S. HIGHWAY # 1.

This Instrument Prepared By:
Celeda Wallace
Action No. 51627
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 644003702
PA NO. 78624-12

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Port Orange, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 03, Township 16 South, Range 33 East, in Halifax River, Volusia County, Florida, containing 17,817 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 30, 2025.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from September 19, 2025, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 10-slip docking facility and boardwalk to be used exclusively for temporary mooring of recreational vessels and passive recreation in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the St. Johns River Water Management District Environmental Resource Permit No. 78624-12, dated August 27, 2025, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

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

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in “cruises to nowhere,” where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITION: Mooring at this docking facility is temporary and transient in nature and mooring between the hours of midnight and 5:00 a.m. is prohibited.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Boulevard

Tallahassee, Florida 32399

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Boulevard

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Boulevard
Tallahassee, Florida 32399

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20___, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 3/31/2026

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

City of Port Orange, Florida (SEAL)

Signature:_____

Printed Name:_____

Address:_____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

BY: _____
Original Signature of Executing Authority

Scott Stiltner
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

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

"LESSEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Scott Stiltner as Mayor, for and on behalf of City of Port Orange, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

_____

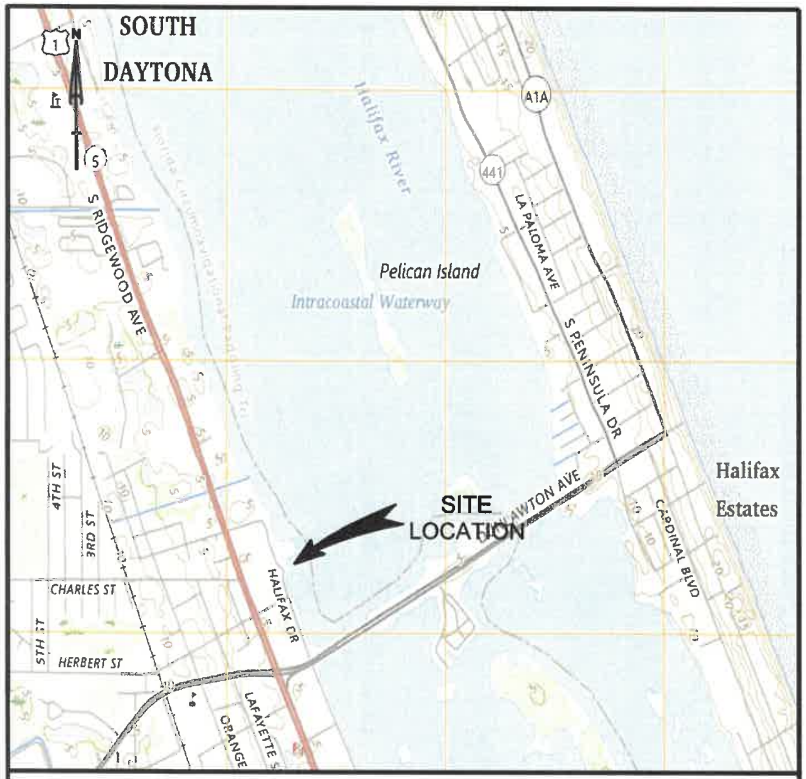
Commission/Serial No._____

_____
Signature of Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 3 AND 4, HENRY P. HAND SUBDIVISION, RECORD BOOK 2, PAGE 185, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA



USGS QUAD

VICINITY MAP

NOT TO SCALE

PORT ORANGE

SURVEY NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE PROJECTION FOR THE FLORIDA EAST ZONE (0901), NORTH AMERICAN DATUM OF 1983, NAD83/2011 ADJUSTMENT AND BASED ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) HAVING A BEARING BASES OF S22°55'25"E.
2. ALL UNITS SHOWN ARE U.S. SURVEY FEET.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND REFERENCED TO NGS FOUND CONCRETE MONUMENT WITH DISK STAMPED "872 1073 B", ELEVATION 2.71'.
4. THE MEAN HIGH WATERLINE WAS ESTABLISHED BY EXTENDING TIDAL INTERPOLATION POINT (TIP) No. 3941, ELEVATION 0.02' NAVD88, NTDE: 1983-2001.
5. LOCATION OF SHORELINE VEGETATION WITHIN THE APPLICANTS LEASE AREA SHOWN AND NOTED.
6. THIS IS FIELD SURVEY AND WAS COMPLETED ON MAY 08, 2025.

CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17.052 OF THE FLORIDA ADMINSTRATIVE CODES.

Richard J Sawyer, PSM

Digitally signed by Richard J Sawyer, PSM
Date: 2025.05.30 11:13:54 -04'00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131

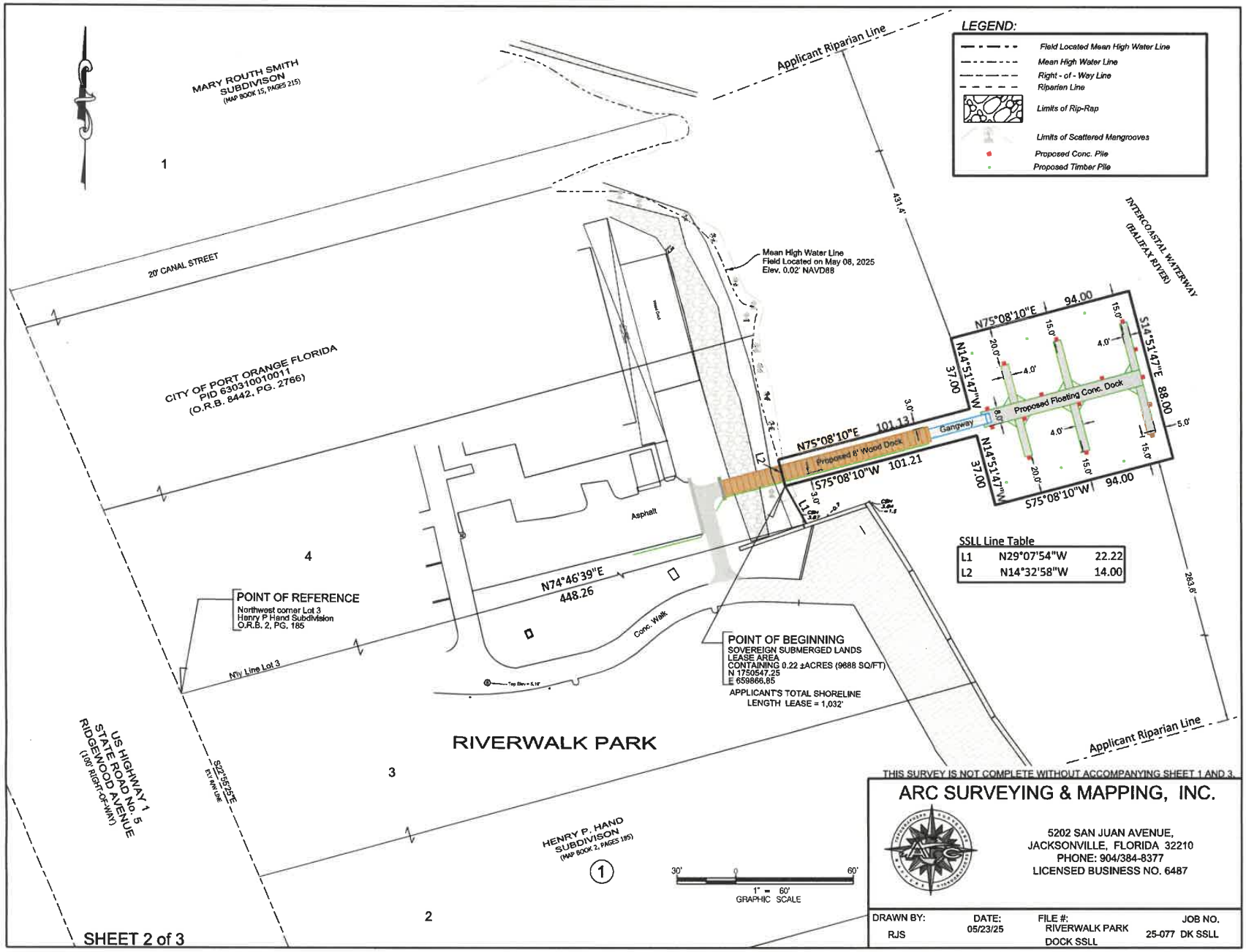
RICHARD J. SAWYER
CERTIFICATE
No. 6131
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	MAY 23, 2025	RIVERWALK PARK DOCK SSLL	25-077 DK SSLL

SHEET 1 of 3


LEGEND:
Field Located Mean High Water Line
Mean High Water Line
Right - of - Way Line
Riparian Line
Limits of Rip-Rap
Limits of Scattered Mangrooves
Proposed Conc. Pile
Proposed Timber Pile
MARY ROUTH SMITH SUBDIVISON
(MAP BOOK 15, PAGES 215)
1
20' CANAL STREET
CITY OF PORT ORANGE FLORIDA
PID 630310010011
(O.R.B. 8442, PG. 2766)
Applicant Riparian Line
431.4'
INTERCOASTAL WATERWAY
(HALIFAX RIVER)
Mean High Water Line
Field Located on May 08, 2025
Elev. 0.02' NAVD88
N75°08'10"E 94.00
N14°51'47"W 37.00
S14°51'47"E 88.00
S75°08'10"W 94.00
N75°08'10"E 101.13
S75°08'10"W 101.21
N14°51'47"W 37.00
Proposed 8' Wood Dock
Gangway
Proposed Floating Conc. Dock
15.0'
20.0'
4.0'
5.0'
3.0'
L2
L1
Asphalt
4
N74°46'39"E
448.26
Conc. Walk
POINT OF REFERENCE
Northwest corner Lot 3
Henry P Hand Subdivision
O.R.B. 2, PG. 185
N'ly Line Lot 3
POINT OF BEGINNING
SOVEREIGN SUBMERGED LANDS
LEASE AREA
CONTAINING 0.22 ±ACRES (9688 SQ/FT)
N 1760547.25
E 659866.85
APPLICANT'S TOTAL SHORELINE
LENGTH LEASE = 1,032'
SSLL Line Table
L1 N29°07'54"W 22.22
L2 N14°32'58"W 14.00
283.8'
Applicant Riparian Line
RIVERWALK PARK
3
US HIGHWAY 1
STATE ROAD NO. 5
RIDGEWOOD AVENUE
(100' RIGHT-OF-WAY)
S27°55'25"E
ELY MH LINE
HENRY P. HAND SUBDIVISON
(MAP BOOK 2, PAGES 185)
1
2
30' 0 60'
1" = 60'
GRAPHIC SCALE
THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 1 AND 3.
ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
DRAWN BY: RJS
DATE: 05/23/25
FILE #: RIVERWALK PARK DOCK SSLL
JOB NO. 25-077 DK SSLL
SHEET 2 of 3

PARCEL DECRIPTION

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 3 AND 4, HENRY P. HAND SUBDIVISION, RECORD BOOK 2, PAGE 185, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3, HENRY P. HAND SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) AND RUN N74°46'39"E A DISTANCE OF 448.26 FEET ALONG SAID NORTHERLY LINE OF LOT 3, TO THE MEAN HIGH WATER LINE, SAID MEAN HIGH WATER LINE HAVING AN ELEVATION OF 0.02 FEET, NAVD88 DATUM, AND EXTENDED FROM TIDE INTERPERTATION POINT No. 3941 FLORIDA LAND BOUNDARY INFORMATION SYSTEM; THENCE PROCEED ALONG SAID MEAN HIGH WATER LINE N29°07'54"W, A DISTANCE OF 22.22 FEET AND THE POINT OF BEGINNING OF SAID SUBMERGED SOVEREIGN LAND; THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE N14°32'58"W A DISTANCE OF 14.00 FEET; THENCE N75°08'10"E DEPARTING SAID MEAN HIGH WATER LINE A DISTANCE OF 101.13 FEET; THENCE N14°51'47"W A DISTANCE OF 37.00 FEET; THENCE N75°08'10"E A DISTANCE OF 94.00 FEET; THENCE S14°51'47"E A DISTANCE OF 88.00 FEET; THENCE S75°08'10"W A DISTANCE OF 94.00 FEET; THENCE N14°51'47"W A DISTANCE OF 37.00 FEET; THENCE S75°08'10"W A DISTANCE OF 101.21 FEET AND THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL OF SUBMERGED SOVEREIGN LANDS CONTAINING +/- 0.22 ACRES (9,688 SQ/FT)

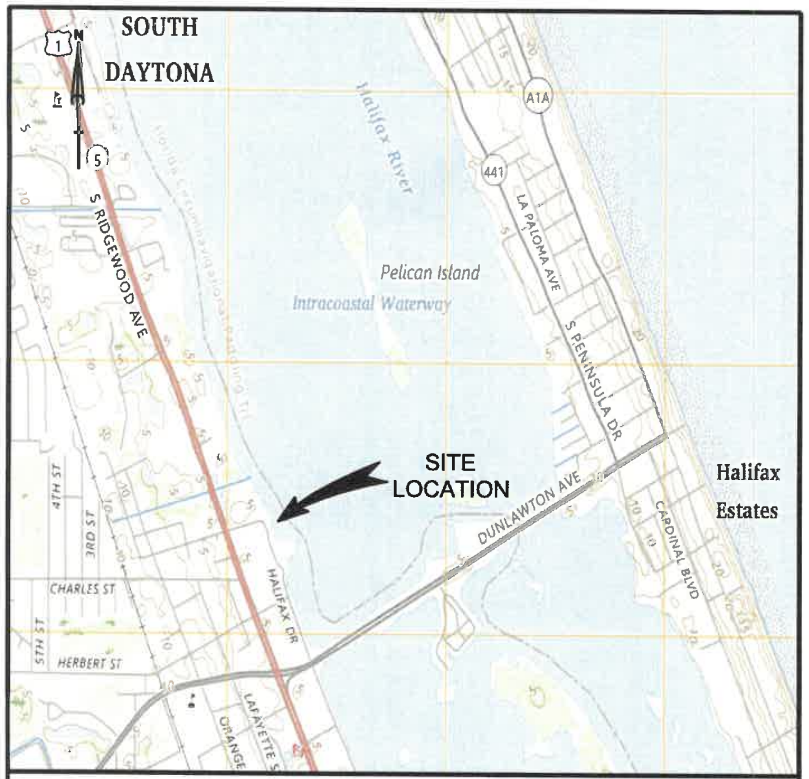
FDEP
BSM Reviewed
By: SEW
Date: 7/2/25

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	MAY 23, 2025	RIVERWALK PARK DOCK SSLL	25-077 DK SSLL

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 1 AND 2, MARY ROUTH SMITH SUBDIVISION, OFFICIAL RECORD BOOK 15, PAGE 215, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA



USGS QUAD

VICINITY MAP

NOT TO SCALE

PORT ORANGE

SURVEY NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE PROJECTION FOR THE FLORIDA EAST ZONE (0901), NORTH AMERICAN DATUM OF 1983, NAD83/2011 ADJUSTMENT AND BASED ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) HAVING A BEARING BASES OF S22°55'25"E.
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4. THE MEAN HIGH WATERLINE WAS ESTABLISHED BY EXTENDING TIDAL INTERPOLATION POINT (TIP) No. 3941, ELEVATION 0.02' NAVD88, NTDE: 1983-2001.
5. LOCATION OF SHORELINE VEGETATION WITHIN THE APPLICANTS LEASE AREA SHOWN AND NOTED.
6. THIS IS FIELD SURVEY AND WAS COMPLETED ON MAY 08, 2025.

CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17.052 OF THE FLORIDA ADMINSTRATIVE CODES.

Richard J Sawyer, PSM

Digitally signed by Richard J Sawyer, PSM
Date: 2025.05.30 11:15:19 -04'00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131

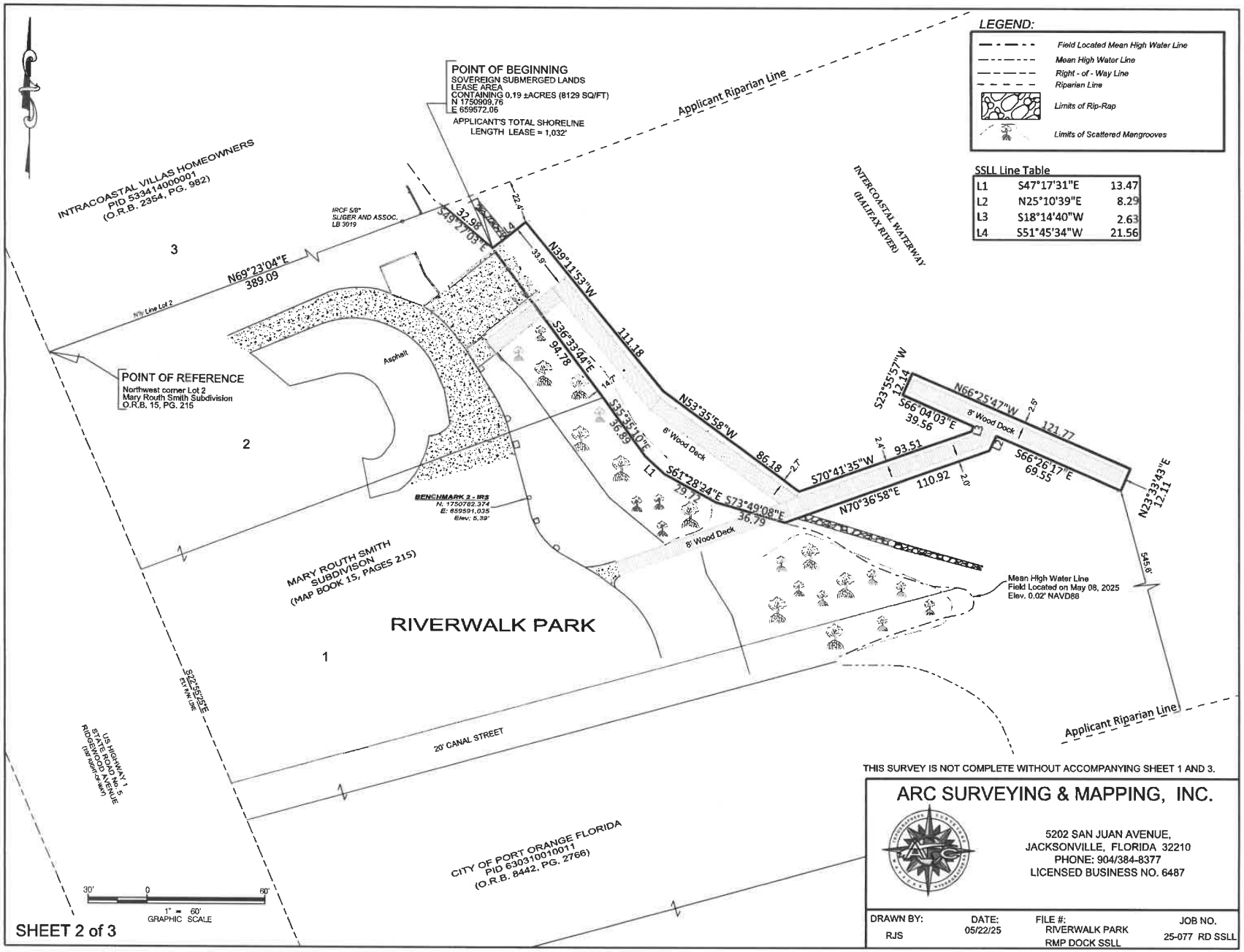
RICHARD J. SAWYER
CERTIFICATE No. 6131
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	MAY 22, 2025	RIVERWALK PARK RMP DOCK SSLL	25-077 RD SSLL

SHEET 1 of 3


LEGEND:
Field Located Mean High Water Line
Mean High Water Line
Right - of - Way Line
Riparian Line
Limits of Rip-Rap
Limits of Scattered Mangrooves
SSLL Line Table
L1 S47°17'31"E 13.47
L2 N25°10'39"E 8.29
L3 S18°14'40"W 2.63
L4 S51°45'34"W 21.56
POINT OF BEGINNING
SOVEREIGN SUBMERGED LANDS LEASE AREA
CONTAINING 0.19 ±ACRES (8129 SQ/FT)
N 1750909.76
E 659572.06
APPLICANT'S TOTAL SHORELINE LENGTH LEASE = 1,032'
Applicant Riparian Line
INTRACOASTAL VILLAS HOMEOWNERS
PID 533414000001
(O.R.B. 2354, PG. 982)
INTERCOASTAL WATERWAY (HALIFAX RIVER)
IRCF 5/8" SLIGER AND ASSOC. LB 3019
N69°23'04"E 389.09
N½ Line Lot 2
POINT OF REFERENCE
Northwest corner Lot 2
Mary Routh Smith Subdivision
O.R.B. 15, PG. 215
Asphalt
BENCHMARK 2 - IR3
N. 1750782.374
E: 659591.035
Elev. 5.39'
MARY ROUTH SMITH SUBDIVISON
(MAP BOOK 15, PAGES 215)
RIVERWALK PARK
8' Wood Deck
Mean High Water Line
Field Located on May 08, 2025
Elev. 0.02' NAVD88
20' CANAL STREET
US HIGHWAY 1
STATE ROAD NO. 5
RIDGEWOOD AVENUE
(100' right-of-way)
CITY OF PORT ORANGE FLORIDA
PID 630310010011
(O.R.B. 8442, PG. 2766)
THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 1 AND 3.
ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
DRAWN BY: RJS
DATE: 05/22/25
FILE #: RIVERWALK PARK RMP DOCK SSLL
JOB NO. 25-077 RD SSLL
1" = 60' GRAPHIC SCALE
SHEET 2 of 3

PARCEL DECRIPTION

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE HALIFAX RIVER, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND ADJACENT TO RIVERWALK PARK, LOTS 1 AND 2, MARY ROUTH SMITH SUBDIVISION, RECORD BOOK 15, PAGE 215, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 2, MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) AND RUN N69°23'04"E ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 389.09 FEET TO THE MEAN HIGH WATER LINE, MEAN HIGH WATER LINE HAVING AN ELEVATION OF 0.02 FEET, NAVD88 DATUM, AND EXTENDED FROM TIDE INTERPERTATION POINT No. 3941 FLORIDA LAND BOUNDARY INFORMATION SYSTEM; THENCE PROCEED ALONG SAID MEAN HIGH WATER LINE S49°27'03"E A DISTANCE OF 32.98 FEET AND THE POINT OF BEGINNING OF SAID SUBMERGED SOVEREIGN LAND; THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE S36°33'44"E A DISTANCE OF 94.78 FEET; THENCE S35°35'10"E A DISTANCE OF 36.89 FEET; THENCE S47°17'31"E A DISTANCE OF 13.47 FEET; THENCE S61°28'24"E A DISTANCE OF 29.72 FEET; THENCE S73°49'08"E A DISTANCE OF 36.79' FEET; THENCE DEPARTING THE AFOREMENTIONED MEAN HIGH WATER LINE N70°36'58"E A DISTANCE OF 110.92 FEET; THENCE N25°10'39"E A DISTANCE OF 8.29 FEET; THENCE S66°26'17"E A DISTANCE OF 69.55 FEET; THENCE N23°33'43"E A DISTANCE OF 12.11 FEET; THENCE N66°25'47"W A DISTANCE OF 121.77 FEET; THENCE S23°55'57"W A DISTANCE OF 12.14 FEET; THENCE S66°04'03"E A DISTANCE OF 39.56 FEET; THENCE S18°14'40" W A DISTNACE OF 2.63 FEET; THENCE S70°41'35"W A DISTANCE OF 93.51 FEET; THENCE N53°35'58"W A DISTANCE OF 86.18 FEET; THENCE N39°11'53"W A DISTANCE OF 111.18 FEET; THENCE S51°45'34"W A DISTANCE OF 21.56 FEET AND THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL OF SUBMERGED SOVEREIGN LANDS CONTANING +/- 0.19 ACRES (8,129 SQ/FT)

FDEP
BSM Reviewed
By: SCW
Date: 7/2/25

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3.

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	May 22, 2025	RIVERWALK PARK RMP DOCK SSLL	25-077 RD SSLL

Return to: (enclose self-addressed stamped envelope)
Name: 13,372
EAST FLORIDA TITLE SERVICES, INC.
1326 S. RIDGEWOOD AVE. SUITE #7
Address: DAYTONA BEACH, FLORIDA 32114

This Instrument Prepared by: Cynthia J. Wood
EAST FLORIDA TITLE SERVICES, INC.
Address: 1326 S. RIDGEWOOD AVE. SUITE #7
DAYTONA BEACH, FLORIDA 32114

Property Appraisers Parcel Identification (Folio) Number(s):
6303-10-01-0011

WARRANTY DEED
FROM INDIVIDUAL TO CORPORATION

BOOK 3862 PAGE 1947
VOLUSIA CO.,FL

RAMCO FORM 34

©Seminole Paper & Printing Co., Inc. 1987

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed *Made the* 30TH *day of* SEPTEMBER *A.D. 19* 93 *by* **ESTHER GERGELY, an unremarried widow** *hereinafter called the grantor, to* **THE CITY OF PORT ORANGE, FLORIDA, a municipality** *a corporation existing under the laws of the State of* **Florida** *, with its permanent post office address at* **1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32119** *hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular or plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires.)

Witnesseth: *That the grantor, for and in consideration of the sum of $* 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, State of* Florida *, viz:*

THE SOUTH ONE-HALF (1/2) OF LOT ONE (1), BLOCK ONE (1), HAND SUBDIVISION, PORT ORANGE, AS PER MAP IN MAP BOOK 2, PAGE 185, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND RIPARIAN RIGHTS.

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, 19* 93 .

In Witness Whereof, *the said grantor has hereunto set* her *hand and seal the day and year first above written.*

Signed, sealed and delivered in the presence of:

Cynthia J. Wood
Witness Signature (as to first Grantor)
CYNTHIA J. WOOD
Printed Name

Kay Kincaid
Witness Signature (as to first Grantor)
KAY KINCAID
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Witness Signature (as to Co-Grantor, if any)
Clerk Circuit Court Volusia Co Florida
Printed Name

Esther Gergely
Grantor Signature (L.S.)
ESTHER GERGELY
Printed Name
414 SOUTH RIDGEWOOD AVE.
DAYTONA BEACH, FL 32114
Post Office Address

Grantee Signature, if any (L.S.)
Printed Name
Post Office Address

REC FEE $ 6.00 REC'D PAYMENT AS
DOC ST $ 952.00 INDICATED FOR CLASS
INT. TAX $ "C" INTANGIBLE & DOC
PENALTY $ STAMP TAXES SIGNED
INTEREST $

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

ESTHER GERGELY

known to me to be the person ___ described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form__ of identification of the above-named person__: Florida Drivers License and that an oath (was not) taken.

Witness my hand and official seal in the County and State last aforesaid this 30th day of September, A.D. 19 93.

NOTARY RUBBER STAMP SEAL
CYNTHIA J. WOOD
MY COMMISSION # CC 240366
EXPIRES: November 3, 1996
Bonded Thru Notary Public Underwriters

Cynthia J. Wood
Notary Signature
CYNTHIA J. WOOD
Printed Notary Signature

10 03 91

93 OCT -1 AM 9:04
CLERK OF THE CIRCUIT & CTY. COURT VOLUSIA CTY., FL

FILED FOR RECORD
RECORD VERIFIED

139586

139586

Attachment B
Page 14 of 16 Pages
Sovereignty Submerged Lands Lease No. 644003702

06/01/1998 16:15
Doc stamps 7770.00
(Transfer Amt $1110000)
Instrument # 98097647
Book: 4311
Page: 1903

EFTS #98-4229
Prepared By and Return to:
EAST FLORIDA TITLE SERVICES, INC.
138 W. NEW YORK AVENUE
DELAND, FL 32720
Parcel ID# 6303-10-01-0020 & 0021
Grantee(s):
CITY OF PORT ORANGE, FLORIDA

[Space Above This Line for Recording Data]

This Warranty Deed Made the **29th** day of May, 1998 by **WILLIAM MACK BALLARD and AMELIA J. BALLARD, HUSBAND AND WIFE**, hereinafter called the grantor(s), to **CITY OF PORT ORANGE, FLORIDA,A FLORIDA MUNICIPAL CORPORATION**, whose post office address is 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32119, herein after called the grantee(s):

(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 corporations.)

WITNESSETH, That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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, and hereby 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.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Printed Name: M. DEAN NELSON

Witness Signature
Printed Name: Brian W. Wood

Witness Signature
Printed Name:

Witness Signature
Printed Name:

(L.S.)
Grantor Signature
WILLIAM MACK BALLARD
3459 RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA 32119

(L.S.)
Grantor Signature
AMELIA J. BALLARD
3459 RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA 32119

State of FLORIDA
County of VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **WILLIAM MACK BALLARD and AMELIA J. BALLARD** who are/is personally known to me or who have/has produced Florida Drivers License as identification and who did /did not take an oath to me known to be the person(s) described in and who executed the foregoing instrument and have/has acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this **29th** day of **May, A.D. 1998.**

SEAL

Brian W. Wood
Notary Public, State of Florida
Commission No. CC 608110
My Commission Exp. 12/16/2000
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

Notary Signature
Brian W. Wood
Printed Notary Signature
My Commission Expires:

EXHIBIT A

OR BOOK 1735, PAGE 0208

A PART OF LOT 2, BLOCK 1, HENRY P. HAND SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT AN INTERSECTION OF THE NORTHERLY LINE OF LOT 2, BLOCK 1, HAND SUBDIVISION AND THE EAST LINE OF RIDGEWOOD AVENUE, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 110 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID RIDGEWOOD AVENUE A DISTANCE OF 90 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 110 FEET TO THE EAST LINE OF SAID RIDGEWOOD AVENUE, THENCE NORHTERLY ALONG THE EAST LINE OF RIDGEWOOD AVENUE, THENCE NORTHERLY ALONG THE EAST LINE OF RIDGEWOOD AVENUE A DISTANCE OF 90 FEET TO THE PLACE OF BEGINNING EXCEPT PART NOW IN 100 FOOT RIGHT OF WAY OF U.S. #1 HIGHWAY.

OR BOOK 2187, PAGE 0817

LOTS 2, 3 AND 4, BLOCK 1, HAND SUBDIVISION, PORT ORANGE, EXCEPT THE WESTERLY 110 FEET OF THE NORTHERLY 90 FEET OF LOT 2, BLOCK 1, LYING EASTERLY OF U.S. #1, AS PER MAP IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA: TOGETHER WITH RIPARIAN RIGHTS WHICH MAY APPERTAIN TO THE ABOVE DESCRIBED PREMISES, AND A PARCEL OF SUBMERGED LAND IN THE HALIFAX RIVER IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING NORTHEASTERLY OF AND ABUTTING LOTS 2, 3 AND 4, BLOCK 1, OF H.P. HAND'S SUBDIVISON A RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 2, BLOCK 1, OF N.P. HAND'S SUBDIVISION WITH THE MEAN HIGH WATER MARK OF THE HALIFAX RIVER, RUN NORTHEASTERLY ALONG THE EXTENSION OF SAID NORTH LINE 80 FEET TO THE ESTABLISHED BULKHEAD LINE ALONG THE HALIFAX RIVER OF THE CITY OF PORT ORANEG; THENCE SOUTHERLY ALONG SAID BULKHEAD LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 45 DEGREES AND RADIUS OF 700 FEET FOR AN ARC LENGHT OF 340 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4, BLOCK 1; THENCE SOUTHWETERLY ALONG SAID EXTENSION 165 FEET MORE OR LESS TO THE MEAN HIGH WATER MARK OF THE HALFIAX RIVER; THENCE NORTHWETERLY ALONG SAID MEAN HIGH WATER MARK 306 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED BY GRANTORS (CONTAINING 0.083 ACRE MORE OR LESS) FOR RIGHT OF WAY PURPOSES IN THE WIDENING OF U.S. HIGHWAY # 1.

FINANCIAL ASSURANCE AFFIDAVIT
(OTHER)

I Scott Stiltner (insert name), swear or affirm:

1. The City of Port Orange, FL (insert the Lessee's name) ("Lessee"), has applied to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") for a sovereignty submerged lands lease ("Lease") for the sovereignty submerged lands located adjacent to 3441 Ridgewood Avenue (facility address) ("Leased Premises").

2. I am the Mayor (insert title) of the Lessee.

3. The Lessee is not the subject of a pending bankruptcy proceeding.

4. The Lessee has no unsatisfied judgments entered against it in the State of Florida.

5. The Lessee has satisfied all state and local taxes for which it is responsible in the State of Florida.

6. There are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property adjacent to the Leased Premises that would impair the Lessee's financial capability to undertake and operate the facility authorized by the Lease.

7. This affidavit is made as an inducement for the Board of Trustees to grant a Lease to the Lessee, and the Lessee intends for the Board of Trustees to rely on these representations.

City of Port Orange, FL, a Florida municipal corporation

By: _____
Original Signature

SCOTT STILTNER
Printed/Typed Name

MAYOR
Title

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS
Bureau of Public Lands Administration
BILLING INFORMATION FORM

Payments for Lease Number:_____

Lessee Name: City of Port Orange, Florida

Management Company: _____

Billing/Mailing Address: 1000 City Center Circle

City: Port Orange State: Florida Zip Code: 32129

Telephone Number: 386-506-5501 Fax Number: _____

Email Address: wclark@port-orange.org

Facility Address: 3441 Ridgewood Avenue

City: Port Orange State: Florida Zip Code: 32129

SALES TAX CERTIFICATION/EXEMPTION

Sales tax is due on each lease fee payment unless the Lessee can claim an ownership exemption. I/We are exempt from sales tax for the reason checked below.

☒ Government Agency: 85-8012621673C-3 (Exemption Number)

☐ Exempt Organization: _____ (Exemption Number)

☐ Lease and collect sales tax on all available dock spaces.

_____ (Sales Tax Number)

☐ Lease and collect sales tax on some available dock spaces but fully assume the responsibility to remit sales tax on that portion of space on which no sales tax is charged.

_____ (Sales Tax Number)

☐ None of the above can be claimed.

A copy of the Florida Annual Resale Certificate for Sales Tax or the Certificate of Exemption must accompany this form to claim this exemption pursuant to Section 212.07(1)(b), F.S.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS
Bureau of Public Lands Administration
BILLING INFORMATION FORM

I/We certify that the above information is correct and agree to **NOTIFY THE BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION AT (850) 245-2720 within 30 days of the date of any change in the above designated billing agent, phone number, fax number or Lessee's tax status.**

Signed: _____
Lessee / Authorized Entity

Date: _____/_____/_____

For Recurring Revenue Section Use Only

Billing Form to Accountant: _____, _____/_____
Originator's signature

Data Entered by Accountant: _____, _____/_____
Accountant's signature

FLORIDA DEPARTMENT OF Environmental Protection

Marjory and Archie Carr Building
3800 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

03/31/2026

City of Port Orange
Attn: Linda Truitt
1000 City Center Circle
Port Orange, FL 32129

Lease Agreement - BOT No. 644003702

Dear Linda,

Attached is the submerged lands instrument for BOT No. 644003702 which requires acceptance by Scott Stiltner's notarized signature on page 7 (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the persons executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please execute and return the attached instrument within 30 days after receipt of this email. Please mail the original signed instrument to the address listed below for final execution.

Department of Environmental Protection
3800 Commonwealth Boulevard
Mail Station 125
Tallahassee, Florida 32399

Upon receipt and acceptance of the signed instrument, we will transmit the instrument for final department execution. A fully executed instrument will be provided to you at that time.

Please note that any use of state-owned submerged lands requires written authorization from the Board of Trustees. Any use of those lands without a fully executed sovereignty submerged lands lease or easement (which includes compensation/payment) pursuant to Chapter 253, Florida Statutes, and Chapter 18-21, Florida Administrative Code, can be considered a willful violation of Chapter 253, Florida Statutes and could subject the riparian owner to administrative fines of up to $10,000 per day, closure of the facility and eviction from the state-owned lands.

Please confirm receipt of the Lease Agreement by emailing Celeda.Wallace@FloridaDEP.gov. If you have any questions regarding this matter, please contact me at (850) 245-2753.

Sincerely,

Celeda Wallace

Celeda Wallace
Government Operations Consultant III
Bureau of Public Land Administration
Division of State Lands
State of Florida Department of Environmental Protection

Action # 51627

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (B8) Resolution No. 26-20 - Approval of the Second Quarter Budget Amendments for Fiscal Year 2025-2026

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 26-20.

SUMMARY: This item is the second quarter of the fiscal year budget review covering the period from January 1 to March 31, 2026. Staff performed a review covering the revenue and expenditure figures through the second quarter to compare the current amounts with the amount budgeted. In addition, a review of departmental operating needs was performed to see if adjustments were warranted.

Staff requests the Council amend the Fiscal Year 2025-2026 budget by revising the budget in total pursuant to itemization contained in Exhibit "A" of the Resolution.

Notable items in the budget amendments include:

- Purchase of 842 and 846 Bears Trail Properties - transfer of funds from General Fund to Stormwater fund for the purchase of Bears Trail properties for Nixon Stormwater Pump Station & Force Main project
- Fire Truck purchased in FY25 - the purchase has been moved to a prepaid account and will be expensed when the truck is received.
- YMCA Improvements Locker Room Renovation - contribution by City required per YMCA lease agreement from 12/9/25. In FY26 $100,000 has been budgeted in General Capital Replacement fund and will be transferred to Recreation Facilities fund. Additional budget of $300,000 will be funded from Recreation Facilities fund balance.
- Additional budget for Parks Bond Projects - Additional budget for construction phase of Willow Run Park Expansion $2,657,396 and City Center Sports Complex Expansion $2,689,119.

PRESENTER: Sue Wang

ATTACHMENTS:

1.	Budget Resolution No 26-20	Budget Resolution No 26-20 .pdf

Amanda Bonin	Created/Initiated - 04/09/2026
Sue Wang	Approved - 04/09/2026
Matthew Jones	Approved - 04/15/2026
Wayne Clark	Final Approval - 04/15/2026

RESOLUTION NO. 26-20

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025-26; PROVIDING APPROVAL FOR ADJUSTMENTS OF 2025-2026 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 17, 2025, the City of Port Orange, adopted Resolution 25-45 approving the City's total operating and capital budgets for Fiscal Year 2025-26; and

WHEREAS, the City of Port Orange adopted Resolution 25-52 on November 18, 2025 and Resolution No. 26-1 on January 13, 2026, amending the total operating budget for Fiscal Year 2025-26; and

WHEREAS**,** in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2025-26 operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. Approval of 2025-2026 Budget Adjustments. The City's 2025-26 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 3. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2025, through September 30, 2026.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 6. This resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of April, 2026

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

Exhibit "A"

AMENDED BUDGET FISCAL YEAR 2026

Fund	Description	Adopted Resolution 25-45	Resolution 25-52	Resolution 26-1	Resolution 26-20	Amended Budget
001	General Fund	$ 63,318,007	$ 648,978	$ 345,000	$ 2,420,828	**$ 66,732,813**
010	National Opioid Litigation	32,540	-	-	-	**$ 32,540**
019	Federal Disaster Fund	-	283,226	-	-	**$ 283,226**
102	Tax Increment - Eastport	737,112	-	-	-	**$ 737,112**
103	Tax Increment - Town Center	477,372	-	-	-	**$ 477,372**
106	Recreation Facilities	275,000	214,046	87,889	300,000	**$ 876,935**
109	Building & Inspections	2,930,112	22,500	-	-	**$ 2,952,612**
199	Grant Special Revenue	-	-	-	-	**$ -**
214	Debt Services GO	903,238	-	-	-	**$ 903,238**
217	Debt Services Eastport Tax Note	-	-	-	-	**$ -**
218	Debt Services Town Center Bonds	406,613	-	-	-	**$ 406,613**
220	Debt Services Bonds	1,152,150	-	-	-	**$ 1,152,150**
221	2025 GO Bond Debt	4,650,000	-	-	-	**$ 4,650,000**
301	Capital Projects	1,667,274	4,577,510	-	-	**$ 6,244,784**
310	Police Impact Fee	65,000	30,000	-	-	**$ 95,000**
311	Fire Impact Fee	276,000	-	-	-	**$ 276,000**
312	Transportation Impact Fee	268,000	-	-	-	**$ 268,000**
313	Recreation Impact Fee	233,000	-	-	-	**$ 233,000**
317	General Capital Replacement	18,579,827	14,813,588	400,000	(183,148)	**$ 33,610,267**
321	Parks Bond Capital Projects	4,650,000	1,798,104	-	5,346,515	**$ 11,794,619**
401	Water & Sewer System	34,212,902	314,070	260,000	-	**$ 34,786,972**
403	Water & Sewer R&R	34,050,000	50,289,671	260,000		**$ 84,599,671**
405	Water Impact Fee	701,000	-	-	-	**$ 701,000**
410	Solid Waste	10,807,788	29,600	-	-	**$ 10,837,388**
412	Stormwater Utility	7,189,118	37,725	-	-	**$ 7,226,843**
413	Stormwater Capital	8,025,000	11,872,868	-	724,890	**$ 20,622,758**
414	Drainage Bond Sinking	699,239	-	-	-	**$ 699,239**
416	Wetland Mitigation	109,049	-	-	-	**$ 109,049**
417	Water Sewer Bond	-	-	15,000,000	-	**$ 15,000,000**
418	SRF Debt Service	784,846	-	-	-	**$ 784,846**
420	Forestry	403,907	715,109	-	-	**$ 1,119,016**
450	Golf Course Operating	3,266,671	300,000	-	-	**$ 3,566,671**
501	Information Technology	4,072,932	192,361	-	-	**$ 4,265,293**
503	Vehicle Maintenance	1,845,298	-	-	-	**$ 1,845,298**
504	Risk Management	2,469,223	237,383	-	-	**$ 2,706,606**
505	Lease & Replacement	14,290,844	1,088,697	-	-	**$ 15,379,541**
606	Police Benefit Trust	4,500	-	-	-	**$ 4,500**
607	Police Forfeiture	95,000	-	-	52,900	**$ 147,900**
615	Police Education Trust	10,000	-	-	-	**$ 10,000**
621	Recreation Scholarship	22,450	-	16,000	-	**$ 38,450**
625	Federal Police Forfeiture	15,000	-	-	-	**$ 15,000**
	Grand Total:	**$ 223,696,012**	**$ 87,465,436**	**$ 16,368,889**	**$ 8,661,985**	**$ 336,192,322.00**

Exhibit "A" DETAIL FOR RES. 26-20
2nd QUARTER BUDGET ADJUSTMENT REQUEST

FUND	ACCOUNT DESCRIPTION		ADJUSTMENT REQUEST	DESCRIPTION
GENERAL FUND - 001				
	APPROPRIATED FUND BALANCE		2,420,828	APPROPRIATED FUND BALANCE
		REVENUES	**2,420,828**	
	TRANSFER TO FUND 317		66,852	BREATHING AIR SYSTEM FOR FIRE TRAINING FACILITY APPROVED IN FY25
	TRANSFER TO 413		724,890	NIXON STORMWATER PUMP STATION & FORCE MAIN PURCHASE OF 842 & 846 BEARS TRAIL PROPERTIES
	FY25 PURCHASE OF FIRE APPARATUS		1,629,086	FY25 PURCHASE OF FIRE APPARATUS
		EXPENDITURES	**2,420,828**	
RECREATION FACILITIES -106				
	APPROPRIATED FUND BALANCE		300,000	PK266 YMCA IMPROVEMENTS LOCKER ROOM RENOVATION
		REVENUES	**300,000**	
	YMCA RENOVATION PARKS & REC		400,000	PK266 YMCA IMPROVEMENTS LOCKER ROOM RENOVATION
	TRANSFER FROM 317		(100,000)	PK266 YMCA IMPROVEMENTS LOCKER ROOM RENOVATION
		EXPENDITURES	**300,000**	
GENERAL CAPITAL REPLACEMENT - 317				
	INTERFUND TRANSFER REVENUE		(183,148)	INTERFUND TRANSFER REVENUE
		REVENUES	**(183,148)**	
	CAPITAL OUTLAY FIRE DEPARTMENT		66,852	BREATHING AIR SYSTEM FOR FIRE TRAINING FACILITY APPROVED IN FY25
	YMCA RENOVATION PARKS & REC		(100,000)	PK266 YMCA IMPROVEMENTS LOCKER ROOM RENOVATION
	TRANSFER TO FUND 450		(150,000)	GC260 GOLF COURSE TEE BOX RENOVATIONS
		EXPENDITURES	**(183,148)**	
PARKS BOND CAPITAL PROJECTS - 321				
	APPROPRIATED FUND BALANCE		5,346,515	APPROPRIATED FUND BALANCE
		REVENUES	**5,346,515**	
	BOND PROJECT ADDITIONAL BUDGET PARKS & REC		2,657,396	PB257 CONSTRUCTION PHASE WILLOW RUN PARK EXPANSION
	BOND PROJECT ADDITIONAL BUDGET PARKS & REC		2,689,119	PB250 CONSTRUCTION PHASE CITY CENTER SPORTS COMPLEX EXPANSION
		EXPENDITURES	**5,346,515**	
STORMWATER UTILITY CAPITAL PROJECTS - 413				
	INTERFUND TRANSFER REVENUE		724,890	INTERFUND TRANSFER REVENUE
		REVENUES	**724,890**	
	CIP PROJECT CLOSURE PUBLIC UTILITIES ENGINEERING		724,890	NIXON STORMWATER PUMP STATION & FORCE MAIN PURCHASE OF 842 & 846 BEARS TRAIL PROPERTY
		EXPENDITURES	**724,890**	
POLICE FORFEITURE TRUST - 607				
	APPROPRIATED FUND BALANCE		52,900	APPROPRIATED FUND BALANCE
		REVENUES	**52,900**	
	SOFTWARE PURCHASE		52,900	PURCHASE OF LAW ENFORCEMENT SOFTWARE
		EXPENDITURES	**52,900**	
		TOTAL REVENUES	**8,661,985.00**	
		TOTAL EXPENDITURES	**8,661,985.00**	
		VARIANCE	**-**	

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (H15) Approval of the request for a Special Exception for a Retail Nursery and Garden Supplies Facility at 1737 Fern Park Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Special Exception Request for a retail nursery and garden supplies facility at 1737 Fern Park Drive.

SUMMARY: Planning Commission Recommendation (3/26/26): Approval 6-0

In December 2025, the City Council approved the rezoning of a ±9.37-acre property located on the south side of Fern Park Drive, east of Taylor Road, east of the All-Aboard Storage development, to the City of Port Orange Agricultural (A) zoning district. At that time, the property owners, Daniel D. and Sandra L. Bordis, indicated their intent to request a Special Exception in early 2026 to operate a retail nursery and garden-supply facility on the subject property. In February 2026, the property owners formally submitted a Special Exception application.

Location map of 1737 Fern Park Drive

According to the Land Development Code (LDC), “a special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote public health, safety and general welfare.” The LDC defines retail nurseries and garden supplies as, “an establishment which offers to the public for retail sale, plants and/or associated materials and may include, but not be limited to, fences, fill material, firewood, gravel, sand, and rock products, lawn and garden supplies, and topsoil. Plant materials sold at such an establishment could be grown on the premises in a field or greenhouse.”

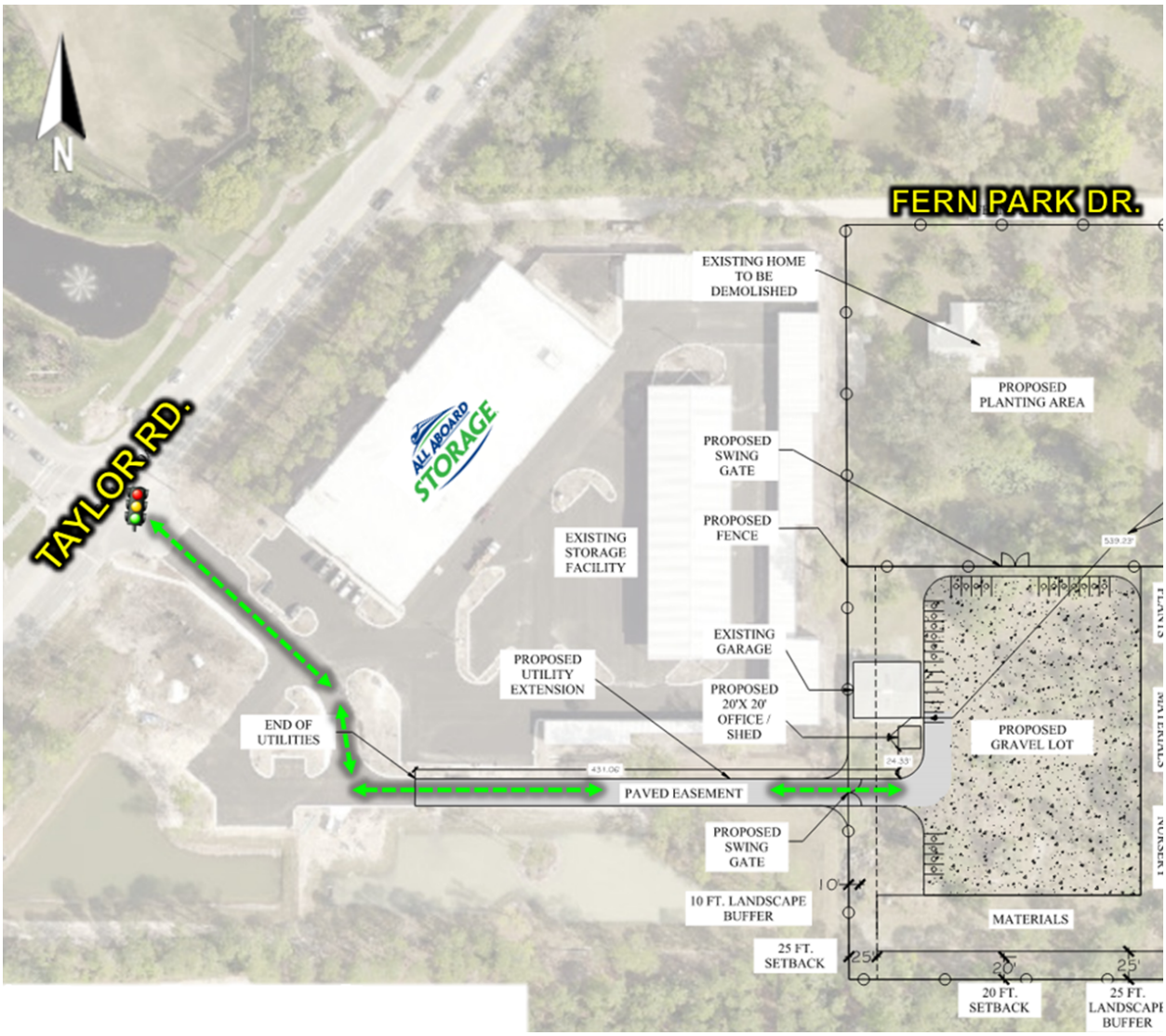
The proposed facility would be located on the west half of the ±9.37-acre property. The property owners also plan to demolish the existing single-family home on the subject property and construct a new single-family home that will serve as their private residence on the east side of the property.

The property owners currently operate a retail and wholesale mulch business (Price’s Dirt and Mulch) at 1710 Fern Park Drive, located across the street, north of the subject

property. They propose relocating the existing business to the subject property and expanding it to include the retail nursery. The proposed facility will include a fenced outdoor storage area for growing plants and trees, as well as areas for the sale of plants and trees, mulch, and other landscape materials and garden supplies, along with a small 400-square-foot office building. Access to the proposed facility will be provided through a previously approved shared access drive established in the approved 2020 Master Development Agreement for the All-Aboard Storage Planned Commercial Development, which connects to the signalized intersection at Taylor Road.

The proposed use meets the applicable Special Exception criteria in the Land Development Code. All Special Exception uses must comply with a standard set of development requirements, including traffic generation, parking, access, buffering, and minimum property size. The proposed use is expected to generate traffic comparable to the applicant's existing business, which serves approximately 30 customers per day, and access will be provided via a shared commercial driveway connecting to the signalized intersection at Taylor Road. Parking will be provided in accordance with LDC requirements, and landscaping buffers along all property lines will screen the site from adjacent residential and commercial uses.

If the Special Exception is approved, the property owners will be required to submit a site plan demonstrating compliance with all applicable development requirements in the LDC, including parking, landscape buffers, stormwater management, setbacks, and utilities. Any structures must also comply with the Florida Building Code.



Concept Plan of the proposed retail and wholesale nursery

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	STAFF REPORT - CUSE-26-0001	STAFF REPORT - CUSE-26-0001.pdf

Penelope Cruz	Created/Initiated - 03/27/2026
Tim Burman	Approved - 03/31/2026
Shannon Balmer	Approved - 04/09/2026
Wayne Clark	Final Approval - 04/13/2026

STAFF REPORT
SPECIAL EXCEPTION
Retail Nursery and Garden Supplies Facility
CASE NO. CUSE-26-0001

REQUEST:	To allow the operation of a retail nursery and garden supplies facility within the Agricultural (A) zoning district.
LOCATION:	1737 Fern Park Drive
OWNERS/APPLICANTS:	Daniel D. and Sandra L. Bordis
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Suzette Cameron, Senior Planner, (386) 506-5676
PLANNING COMMISSION:	March 26, 2026
CITY COUNCIL:	April 21, 2026

INTRODUCTION

The property owners and applicants, Daniel D. and Sandra L. Bordis, have applied for a Special Exception to operate a retail nursery and garden supplies facility within the Agricultural (A) zoning district. The proposed use would be located on a ±9.37-acre property, located on the south side of Fern Park Drive, east of Taylor Road and behind the All-Aboard Storage development (Figure 1 – Location Map). If approved, the applicants plan to submit a site plan to establish a retail and wholesale nursey on the subject property.

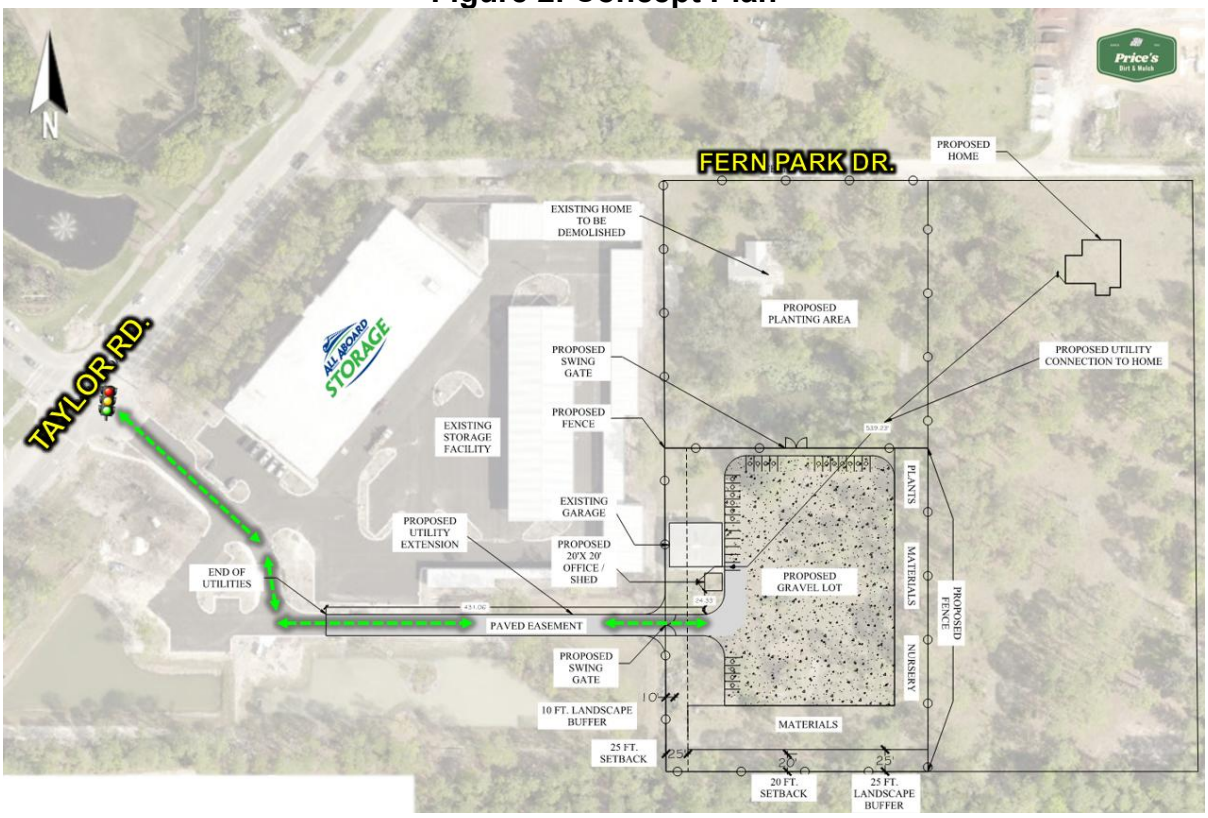
Figure 1. Location Map

In December 2025, the subject property was rezoned to the City's Agricultural (A) zoning district. At that time, the applicants indicated plans to demolish the existing dilapidated single-family home and construct a new single-family residence that will serve as their private residence on the north side of the property. The applicants also indicated their intent to submit a Special Exception application to allow the development of a retail and wholesale nursery on the south portion of the property. The Agricultural zoning district permits wholesale nurseries by right, but lists retail nurseries and garden supplies as a Special Exception use.

According to the Land Development Code (LDC), "a special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety and general welfare." The LDC defines retail nurseries and garden supplies as, "an establishment which offers to the public for retail sale, plants and/or associated materials and may include, but not be limited to, fences, fill material, firewood, gravel, sand, and rock products, lawn and garden supplies, and topsoil. Plant materials sold at such an establishment could be grown on the premises in a field or greenhouse."

The applicants currently operate a retail and wholesale mulch business (Price's Dirt and Mulch) at 1710 Fern Park Drive, and plans to relocate their business to the subject property and expand it to include a retail nursery. The proposed retail and wholesale nursey would include a fenced outdoor storage area for the planting area and plant and mulch material, with a small 400-square-foot office building. Access to the proposed retail and wholesale nursery will be through a planned shared access drive through the All-Aboard Storage development to the west, out to a signalized intersection of Taylor Road.

Figure 2. Concept Plan



Special Exception Development Standards
All Special Exception uses are required to meet a uniform list of development standards, encompassing traffic generation, landscaping and buffering, and others [Ch. 18, Sec. 2(d)(2) of the LDC]. The following are the development standards and how they apply to the request.

Standard Special Exception Development Standards:

1. *Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.*

   The applicants currently operate a retail and wholesale mulch business (Price's Dirt and Mulch) at 1710 Fern Park Drive, and plans to relocate their business and expand it to include a retail nursery. The proposed retail and wholesale nursey would include a fenced outdoor storage area for the planting area and plant and mulch material, with a small 400-square-foot office building. According to the applicants, *the existing* business generates approximately 30 vehicles a day, with peak activity occurring between 9:00 am and 11:00 am. The applicants anticipated a comparable level of traffic will be generated for the similar business established on the subject property.

   Access for both customers and delivery vehicles to the proposed retail and wholesale nursery will be through a shared access drive through the All-Aboard Storage development to the west, out to a signalized intersection of Taylor Road, a county-maintained arterial roadway. According to the latest traffic counts for Taylor Road, there is capacity for the minimal traffic anticipated to be generated by the proposed development.

2. *Off-street parking, loading, and service areas shall be provided and located such that there is no adverse impact on adjoining properties beyond that generally experienced in the district.*

   Parking will be provided as required by the LDC. The total number of parking spaces and design of the parking lot will be reviewed with the submittal of the site plan.

   According to the applicants, most of their current customers pay online and drive in to the pickup area and load their landscape materials without parking or request their landscape materials be delivered.

   If the Special Exception is approved, staff will work with the applicant to establish a parking layout that appropriately serves the proposed use, ensures sufficient loading areas and standard parking spaces, and minimizes impacts on adjoining properties.

3. *Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.*

   The site will be developed with landscape buffers in accordance with the LDC to screen surrounding properties from the proposed use. The LDC requires the following buffers:

   - A minimum ten (10)-foot landscape buffer shall be provided along the west property line between the proposed retail and wholesale nursery and the adjacent All Aboard Storage development.
   - A minimum twenty (20)-foot landscape buffer shall be provided along the north and east property lines adjacent to residential uses, and along the south property line adjacent to conservation lands associated with Gamble Place.

4. *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses*

   The proposed office building, screening fence, signage, and any other structure associated with the proposed business will be designed in accordance with the LDC.

5. *Size, location, or number of special exception uses in an area shall be limited to maintain the overall character of the district as intended by this code.*

   There are no other Special Exceptions that have been approved or under review for retail and garden supplies uses in the general area of the subject property. The nearest retail nursery (Lowe's Garden Center) is located approximately 2 miles from the subject property.

   The subject property will be required to be developed to meet the dimensional requirements of the Agricultural (A) zoning district, and all landscape and parking lot design requirements in the LDC. The applicant currently operates their business across the street at 1710 Fern Park Drive and will be relocating their business to the subject property. The establishment of a retail nursery and garden supplies facility on the subject property is not anticipated to change the character of the area.

In addition to the standard development requirements for all special exceptions, the retail nursery and garden supplies use must also comply with additional development requirements [Ch. 18, Sec. 3(b)(19) of the LDC]. The following are the additional development requirements and how they apply to the request.

(a) *The proposed site shall front on an arterial or major collector roadway*.

   Access to the proposed retail and wholesale nursery at 1737 Fern Park Drive will be provided via a shared access drive on the All Aboard Storage development site to the west, which connects to the signalized intersection at Taylor Road, a designated arterial roadway.

Although the site does not have direct frontage on an arterial or major collector roadway, the frontage requirement is intended to ensure that traffic impacts from a proposed use are directed toward such roadways. This requirement may be met by sites without direct frontage, provided the site is in close proximity to the designated roadway and traffic is routed through areas of higher intensity development to reach the arterial or collector roadway. In this case, access to the subject property will be provided through a commercial property with direct access to an arterial roadway.

Figure 3. Access Easement Location Map

As part of the approved Master Development Agreement for the All-Aboard Storage development at 1763 Taylor Road, All-Aboard Storage is required to provide a sign easement for off-site signage. This will allow the proposed nursery to have signage along Taylor Road to identify the business.

(b) *The proposed site shall be a minimum of two acres*.

The subject property is approximately 9.37-acres.

RECOMMENDATION

Based on the review of this Special Exception application and the findings that the proposed use meets the applicable Special Exception criteria in the Land Development Code, staff recommends approval of the Special Exception to allow the retail nursery and garden supplies use at 1737 Fern Park Drive.

ATTACHMENT

Exhibit A – Applicants Letter of Request

Exhibit 1
Applicant's Request Letter

Daniel and Sandra Bordis
6462 Roseberry Court
Port Orange, Florida 32128
386-341-0138 or 386-290-1039
sandrabordist@yahoo.com

January 7, 2026

City of Port Orange
Dept. of Community Development
1000 City Center Circle
Port Orange, Fl 32129

Dear City of Port Orange Planning Commission, City Council Members, City Staff, City Manager, and Mr. Mayor,

As you know, we applied to change the FLU and the Zoning of our property; 1737 Fern Park Drive. Both of these applications were recently approved and we would now like to apply for a Special Exception. We understand that the wholesale part of our nursery business is permitted to operate on the property with the Agriculture Zoning being approved. We are asking for the Special Exception so that we may operate the retail portion of our nursery business on the property as well.

The following paragraphs of this Cover Letter address some of the Special Exception requirements that we acknowledge and will comply with.

As part of the FLU (CPA) application process, we had LTG Engineering & Planning conduct a traffic analysis. The amount of traffic is expected to remain the same. We are currently operating our business across the street at 1710 Fern Park Drive. The 1737 property has the rights to an easement that will allow traffic to enter and leave directly to Taylor Road. Use of this access road will not adversely impact any adjoining properties, and will actually alleviate our commercial traffic on Fern Park Drive. The access road runs along the side of the storage unit business. It will be safer for the general public, as there is a traffic light at the end of the access road, where it intersects with Taylor Road. Parking, Loading, and service areas will be provided and located within our property, with no adverse impact on adjoining properties.

We are currently working with Zev Cohen & Associates on our Conceptual Site Plan. They will also be preparing our Site Plan, if the Special Exception is approved. We will comply with all of the requirements for yards, screening or buffering, and landscaping will be consistent with the district in general, and will match the specific needs of the land use (wholesale and retail nursery/garden supply).

We plan to build a small, "Tuff Shed" type structure, which will serve as our office, and will be located along side of the large storage garage that is already on the property. Our sign will be located at the entrance of our property, where the access road meets our property. We have leased land for our business the past five years, and have not been permitted to build a custom business welcome sign. We are looking forward to creating a nice sign for customers to see when they enter our business, on our own property. Both the office and sign will comply with all of the city regulations, and will maintain the overall character of the city. We understand and accept the fact that the size, location, and number of Special Exceptions in an area are limited, and will not surpass what is permitted.

To comply with the specific location of where Retail Nurseries & Garden Supplies Special Exception businesses can operate, we will be using the access road, which provides a direct route to and from a major roadway (Taylor Rd.). Our property is 9.3 acres. We plan to use a minimum of 2 - 3 acres of the land for the Wholesale/Retail Garden and Garden Supplies business. We also plan to use some of the remaining land to grow trees and plants. Our home will be located on the property as well, with the driveway (entrance) leading to Fern Park Dr.). We will use the access road for the nursery and Fern Park Drive for personal use.

I hope this letter has addressed all of the Special Exception requirements. Please let us know if you have any other questions or concerns. Thank you so much for your time and consideration of our request. We are so excited about having a permanent place to have our business and look forward to continuing to serve the residents of Port Orange with their landscaping and gardening needs.

Sincerely,
Daniel and Sandra Bordis

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 4/21/2026

SUBJECT: (I16) Intent to Reject all bids for ITB #25-23 City of Port Orange Hunting Lease

DEPARTMENT: Public Utilities

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to reject all bids relating to ITB #25-23 for City of Port Orange Hunting Lease.

SUMMARY: On January 30, 2026, the City issued an invitation to Bid (ITB) #25-23 for the hunting lease of approximately 11,839 acres of City and County-owned property located near the well-fields. The City received 10 bids in response to the ITB. After posting its intent to award the bid to the incumbent tenant, the City received three (3) bid protests.

At the three bid protest hearings before the City Manager, each of the protestors brought forward concerns related to i) the current management and performance of the lease by the current tenant; ii) the solicitation format and procedure; and iii) the ranking of the bids.

After careful review of the solicitation and considering the various concerns raised by the protestors, City Staff is recommending that all bids be rejected. Staff will review the bid scope, address procedural issues to ensure fairness and transparency, and get further input from our County partners before bringing back a revised solicitation.

PRESENTER: Steve Parnell

ATTACHMENTS:

Steve Parnell	Created/Initiated - 03/18/2026
Steve Parnell	Approved - 03/23/2026
Sue Wang	Approved - 03/23/2026
Matthew Jones	Approved - 04/02/2026
Wayne Clark	Final Approval - 04/15/2026