



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
January 5, 2021
7:00 PM

Mayor Bill Partington

Zone 1 – Commissioner Dwight Selby

Zone 3 – Commissioner Susan Persis

Zone 2 – Commissioner Troy Kent

Zone 4 – Commissioner Rob Littleton

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

***Please see page 7 of this agenda for information on meeting procedures
and public commenting information.***

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Merry & Bright on Main Street Award Winners
 - B. Human Trafficking Awareness Month
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – December 15, 2020
- 7. CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. RESOLUTION NO. 2021-01: A RESOLUTION APPOINTING MEMBERS OF THE BUDGET ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.**

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- B. **RESOLUTION NO. 2021-02:** A RESOLUTION APPOINTING MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- C. **RESOLUTION NO. 2021-03:** A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE GENERAL EMPLOYEES' PENSION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- D. **RESOLUTION NO. 2021-04:** A RESOLUTION APPOINTING MEMBERS TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- E. **RESOLUTION NO. 2021-05:** A RESOLUTION APPOINTING MEMBERS OF THE HUMAN RESOURCES BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- F. **RESOLUTION NO. 2021-06:** A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE FIREFIGHTERS' PENSION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- G. **RESOLUTION NO. 2021-07:** A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE CITY OF ORMOND BEACH MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND; ESTABLISHING TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- H. **RESOLUTION NO. 2021-08:** A RESOLUTION APPOINTING MEMBERS OF THE NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- I. **RESOLUTION NO. 2021-09:** A RESOLUTION APPOINTING MEMBERS OF THE PLANNING BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- J. **RESOLUTION NO. 2021-10:** A RESOLUTION APPOINTING MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- K. **RESOLUTION NO. 2021-11:** A RESOLUTION APPOINTING MEMBERS OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- L. **RESOLUTION NO. 2021-12:** A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- M. **RESOLUTION NO. 2021-13:** A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA CITIZENS ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- N. **RESOLUTION NO. 2021-14:** A RESOLUTION APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE AS MEMBERS OF THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- O. **RESOLUTION NO. 2021-15:** A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF ORMOND MAIN STREET, INC.; SETTING FORTH TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- P. **RESOLUTION NO. 2021-16:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2021 FORD F-550 REGULAR CAB 4X4 F5H, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20- VEH18.0; DECLARING VEHICLE #363 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- Q. **RESOLUTION NO. 2021-17:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF A 2021 FORD F-350 XL SUPER DUTY REGULAR CAB DRW, F3C UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING VEHICLE #801 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- R. **RESOLUTION NO. 2021-18:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND GEL RECYCLING, LLC REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- S. **RESOLUTION NO. 2021-19:** A RESOLUTION ACCEPTING A BID FROM CARTER ELECTRIC CO., INC. FOR SERVICES REGARDING THE GRANADA MID-BLOCK LIGHTING IMPROVEMENTS PROJECT, UNDER BID NO. 2020-33; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- T. **RESOLUTION NO. 2021-20:** A RESOLUTION AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL AMENDMENT NUMBER 1 TO THE JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE GRANADA MID-BLOCK LIGHTING ENHANCEMENTS PROJECT ON GRANADA BLVD. BETWEEN LEWIS AND BEACH STREETS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- U. **RESOLUTION NO. 2021-21:** A RESOLUTION OF THE CITY COMMISSION, ADOPTING THE VOLUSIA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION PLAN, AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- V. **RESOLUTION NO. 2021-24:** A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTINUING CONTRACTS WITH FOUR (4) PROFESSIONAL SERVICE FIRMS FOR TRANSPORTATION, PLANNING AND ENGINEERING SERVICES UNDER RFQ. 2021-01; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- W. **Radio Control Club Auto Renewal**

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

Disposition: Approve as recommended in the City Manager memorandum dated January 5, 2021.

- X. **FEC Blanket License Agreement Renewal**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated January 5, 2021.

- Y. **Invitation to Bid - Banner Pole Replacement Project**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated January 5, 2021.

- Z. **Notice of Intent to Provide Easement to FPL for Airport Business Park Feeder**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated January 5, 2021.

- AA. **Invitation to Bid - Brass Fittings**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated January 5, 2021.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2020-56:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 6.40± ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4125-00-00-0221 FROM VOLUSIA COUNTY "ENVIRONMENTAL SYSTEM CORRIDOR" (ESC) AND "URBAN LOW INTENSITY" (ULI) TO ORMOND BEACH "OPEN SPACE/CONSERVATION" (OSC) AND "RESIDENTIAL, OFFICE, RETAIL" (ROR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2021-01:** AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY REPLACING A MEMBER APPOINTED BY THE GYMNASTICS ASSOCIATION WITH A MEMBER APPOINTED BY THE COMMISSION-AT-LARGE; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

10. RESOLUTIONS

- A. **RESOLUTION NO. 2021-25:** A RESOLUTION APPOINTING MEMBERS OF THE AVIATION ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- B. **RESOLUTION NO. 2021-26:** A RESOLUTION APPOINTING MEMBERS AND ALTERNATE MEMBERS OF THE BOARD OF ADJUSTMENT AND APPEALS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- C. **RESOLUTION NO. 2021-27:** A RESOLUTION APPOINTING MEMBERS OF THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- D. **RESOLUTION NO. 2021-28:** A RESOLUTION APPOINTING MEMBERS OF THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

*****MEETING PROCEDURES AND PUBLIC PARTICIPATION INFORMATION*****

In order to follow federal, state, and local guidelines regarding public gatherings, and to protect residents, staff, and elected officials due to the COVID-19 virus, physical access to this meeting will be restricted as outlined below. *Those interested in the meeting can also listen through electronic means and utilize the provided online or alternative commenting methods to participate.*

The following information is also available at www.ormondbeach.org/jan5ccmtg.

How To Listen Live

The meeting audio will be streamed live online at www.ormondbeach.org/live. Any member of the public who wishes to listen to the meeting live can do so at that link. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.

Access Restrictions

Space will be limited due to social distancing and grouping guidelines. If you wish to listen to the meeting, or submit comments on agenda items, and are able to use the online options provided, you are encouraged to do so. This will help ensure that all those who wish to participate may be able to.

Members of the public wishing to attend the meeting in person are advised of the following guidelines:

- Those in attendance should practice social distancing when inside the building, entering the building, and exiting the building. The wearing of masks is encouraged.
- There will be limited designated socially distanced seating available in the Commission Chambers and in the atrium. *All those in attendance must sit only in the designated socially distanced seating.*
- If all available designated socially distanced seats are being utilized, overflow individuals will need to wait outside the building until space frees up.
- Those in attendance will be required to adhere to social distancing guidelines, including only sitting in designated socially distanced seating.

Public Comments

The City Commission welcomes public comment on agenda items. Those wishing to make comments on any item on the January 5, 2021 meeting agenda may do so via remote submission, as outlined below, or in person – following the guidelines stated herein.

Remote submissions of comments on an agenda item may be submitted the following ways:

- **Through an online form:** The form is available at www.ormondbeach.org/agendacomment. You will be asked to provide your name, address, and identify the agenda item you are commenting on.
- **By fax:** You may send your comment via fax to (386) 676-3330. Please provide your name, address, and identify the agenda item you are commenting on in your facsimile.
- **By written comment:** If you'd like to submit a written comment, rather than comment online, you may drop off a comment at the 2nd floor reception desk at City Hall during normal business hours. You may also send comment via U.S. mail to the City Clerk at 22 S. Beach Street, Ormond Beach, FL, 32174. Please make sure to clearly label your submission as an agenda item comment for the January 5 City Commission meeting agenda. Please provide your name, address, and identify the agenda item you are commenting on in your correspondence.

Agenda item comments submitted remotely through one of the above provided online or alternative means before **5:00 p.m. on Monday, January 4, 2021**, will be provided to the City Commission prior to the meeting and made part of the official meeting record. Comments on agenda items submitted after 5:00 p.m. on January 4, 2021, but before the conclusion of the Commission meeting, will be provided to the City Commission following the meeting.

Please note that the equivalent of three minutes of each submitted comment will be included in the record.

In-Person Commenting:

- Those wishing to make comments in-person will need to sign up with staff to do so **prior to the start of the meeting.** Requests to speak will not be accepted after the meeting begins.
- Individuals commenting in person must follow social distancing and other guidelines provided in the access restrictions portion of this page.
- Individuals commenting will be provided with three minutes to make their comments.

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

December 15, 2020	7:00 p.m.	Commission Chambers
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Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and City Clerk Colby Cilento.

A G E N D A

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS AND PROCLAMATIONS
 - A. Crime Stoppers' Volusia County Officer of the Year - Detective Ryan Mihalko
 - B. Florida Planning & Zoning Association - Outstanding Innovation & Design Award
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
- 6. APPROVAL OF MINUTES
 - A. Minutes from City Commission meeting – December 1, 2020
- 7. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

 - A. **RESOLUTION NO. 2020-190:** A RESOLUTION AUTHORIZING THE EXTENSION OF TIME FOR BUSINESSES TO DISPLAY BANNER SIGNS ON A TEMPORARY BASIS WITHOUT PERMITTING REQUIREMENTS THROUGH AND INCLUDING MARCH 31, 2021; ESTABLISHING CONDITIONS AND A TERMINATION DATE FOR SUCH DISPLAY; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Steven Spraker, Planning Director (386-676-3341)
 - B. **RESOLUTION NO. 2020-191:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF FRANK AND CHERYL SALERNO RELEASING A PORTION OF A FIVE FOOT (5.0") UTILITY EASEMENT LOCATED ALONG THE WEST PROPERTY LINE OF LOT 38 OAK FOREST SUBDIVISION (1410 NORTH BEACH STREET); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Steven Spraker, Planning Director (386-676-3341)
 - C. **RESOLUTION NO. 2020-195:** A RESOLUTION ACCEPTING A BID FROM RIC-MAN CONSTRUCTION FLORIDA, INC. FOR CONSTRUCTION SERVICES REGARDING THE 2021 STORM LINING PROJECT, UNDER BID NO. 2021-03; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR;

REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- D. **RESOLUTION NO. 2020-196:** A RESOLUTION ACCEPTING A BID FROM ADVANCED PLUMBING TECHNOLOGY, LLC FOR CONSTRUCTION SERVICES REGARDING THE 2021 SEWER LINING AND MANHOLE REPAIR PROJECT, UNDER BID NO. 2021-04; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- E. **RESOLUTION NO. 2020-197:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF SIX (6) PATROL VEHICLE RADIO PACKAGES FROM COMMUNICATIONS INTERNATIONAL TO OUTFIT THE RECENT PURCHASE OF (6) DODGE DURANGO PATROL VEHICLES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- F. **RESOLUTION NO. 2020-198:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF THERMAL IMAGING CAMERAS AND SELF-CONTAINED BREATHING APPARATUS CYLINDERS FROM TEN-8 FIRE EQUIPMENT, INC.; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Richard Sievers, Fire Chief (386-676-3333)

- G. **Auto Renew Contract - Yellowstone Landscape Athletic Fields Maintenance**

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

Disposition: Approve as recommended in the City Manager memorandum dated December 15, 2020.

- H. **Travel Approval for the City Commission, City Manager, and City Attorney for 2021**

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

Disposition: Approve as recommended in the City Manager memorandum dated December 15, 2020.

- I. **2021 City of Ormond Beach Legislative Action Agenda**

Staff Contact: Brian Rademacher, Economic Development Director (386-676-3266)

Disposition: Approve as recommended in the City Manager memorandum dated December 15, 2020.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2020-53:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2,

DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 8.2 ACRES LOCATED SOUTHEAST OF 1255 NORTH U.S. HIGHWAY 1, A PORTION OF VOLUSIA COUNTY PARCEL NUMBER: 4206-00-00-0020) FROM R-5 (MULTI-FAMILY MEDIUM DENSITY) TO PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **ORDINANCE NO. 2020-54:** AN ORDINANCE APPROVING A PLANNED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS "ORMOND GRANDE" ON APPROXIMATELY 8.2 ACRES GENERALLY LOCATED SOUTH AND EAST OF 1255 NORTH U.S. HIGHWAY 1; AUTHORIZING THE ISSUANCE AND EXECUTION OF A DEVELOPMENT ORDER FOR SIXTY (60) MULTI-FAMILY TOWNHOUSE UNITS AND ASSOCIATED SITE IMPROVEMENTS; PROVIDING CONDITIONS AND EXPIRATION OF APPROVALS; AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- C. **ORDINANCE NO. 2020-56:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 6.40± ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4125-00-00-0221 FROM VOLUSIA COUNTY "ENVIRONMENTAL SYSTEM CORRIDOR" (ESC) AND "URBAN LOW INTENSITY" (ULI) TO ORMOND BEACH "OPEN SPACE/CONSERVATION" (OSC) AND "RESIDENTIAL, OFFICE, RETAIL" (ROR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2020-55:** AN ORDINANCE AMENDING SECTION 22-115, FEE IMPOSED; SCHEDULE; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE WATER AND SEWER SERVICE IMPACT FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

10. RESOLUTIONS

- A. **RESOLUTION NO. 2020-199:** A RESOLUTION APPROVING AN APPLICATION BY SCI FUNERAL SERVICES OF FLORIDA, LLC, DOING BUSINESS AND ALSO KNOWN AS VOLUSIA MEMORIAL PARK AND FUNERAL HOME AND AUTHORIZING THE ISSUANCE AND EXECUTION OF A DEVELOPMENT ORDER AUTHORIZING

THE USE OF A REFRIGERATION COOLER ON A TEMPORARY BASIS, AS A TEMPORARY STRUCTURE, ON THAT PROPERTY LOCATED AT 548 NORTH NOVA ROAD, ORMOND BEACH, FLORIDA, SAID PROPERTY BEING SITUATED WITHIN THE B-1 (PROFESSIONAL OFFICE/HOSPITAL) ZONING DISTRICT; WAIVING THE BOND REQUIREMENTS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. RESOLUTION NO. 2020-200:** A RESOLUTION PERTAINING TO THAT CERTAIN AMENDED AND RESTATED GROUND LEASE AGREEMENT BETWEEN THE CITY AND RIVER BEND MANAGEMENT GROUP OF FLORIDA, LLC REGARDING THE OPERATION OF RIVER BEND GOLF COURSE; MAKING FINDINGS OF FACT; DETERMINING RIVER BEND MANAGEMENT GROUP OF FLORIDA, LLC TO BE IN DEFAULT OF THE LEASE AGREEMENT; PROCLAIMING AND DIRECTING THE LEASE AGREEMENT TO BE TERMINATED IN THE EVENT THE LESSEE FAILS TO CURE THE DEFAULT WITHIN THE CURE PERIOD; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO TAKE NECESSARY AND REASONABLE ACTION TO EFFECTUATE THE TERMINATION OF THE LEASE AGREEMENT UPON ITS TERMINATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

11. DISCUSSION ITEMS

- A. Committee for Acquisition of Property with Environmental and Recreational Characteristics**

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

12. REPORTS, SUGGESTIONS, REQUESTS

13. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Item #2 – Invocation

Chaplain Sam Mercado, Advent Health, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Crime Stoppers' Volusia County Officer of the Year - Detective Ryan Mihalko

Mayor Partington stated Ormond Beach Police Detective Ryan Mihalko was chosen to receive the Crime Stoppers' Volusia County Officer of the Year award out of sixteen competing entities. He stated the award was of very high honor and congratulated Detective Mihalko on his achievement.

Ormond Beach Police Chief Jesse Godfrey thanked Volusia County Crime Stoppers' for attending the meeting. He discussed the cases that Detective Mihalko was assigned to

that earned him the award, including a homicide case involving a young victim and a serial rapist case. He stated he was extremely proud of Detective Mihalko and noted the Ormond Beach Police Department was fortunate to have him.

Volusia County Crime Stoppers' Board President Mr. Steven Beres presented Detective Mihalko with the 2020 Crime Stoppers' Volusia County Officer of the Year Award. He noted Crime Stoppers had partnered with the Ormond Beach Gun Exchange to present Detective Mihalko with a Glock 9-millimeter. He congratulated him on his achievement and hard work.

Item #4B – Florida Planning & Zoning Association - Outstanding Innovation & Design Award

Mayor Partington recognized the city's Engineering Department for receiving the Outstanding Innovation and Design Award from the Florida Planning and Zoning Association for the Cassen Park and Breakwater project. He discussed the project in detail and congratulated Public Works Director Mr. Shawn Finley and all city staff for receiving the award.

Mr. Shawn Finley, Public Works Director, stated city staff was proud to receive the award. He recognized the city's previous City Engineer, Mr. John Noble, and stated the city could not have done it without him. He noted the project was a major asset to the city and had received very positive feedback from the community.

Item #5 – Audience Remarks

Mr. Bill Denny, 1027 North Halifax Drive, discussed his group, Civil Discourse, and their recent meetings. He noted the group had taken a break due to the Covid-19 virus, but was resuming meetings through Zoom. He thanked the City Commission and city staff for their support and input at meetings. He noted the next meeting was scheduled to take place on January 11, 2021, at 6:30 p.m.

Mr. Jim Schultz, 117 Harvard Drive, discussed the Pfizer vaccine and the new technology used to create vaccines.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the December 1, 2020, meeting had been sent to the Commission for review and were posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Item #7 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of the consent agenda.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Selby discussed his support for Item 7E, which authorized the purchase of six in-car radio packages for new patrol vehicles; Item 7F, which authorized the purchase of two thermal imaging cameras, five 60-minute self-contained breathing apparatus cylinders, and thirty-six 30-minute SCBA cylinders for the fire department; and Item 7I, which approved a request for the City Commission to endorse a Legislative Action Agenda for the 2021 State Legislative Session.

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – Ormond Grande, zoning map amendment

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2020-53
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 8.2 ACRES LOCATED SOUTHEAST OF 1255 NORTH U.S. HIGHWAY 1, A PORTION OF VOLUSIA COUNTY PARCEL NUMBER: 4206-00-00-0020) FROM R-5 (MULTI-FAMILY MEDIUM DENSITY) TO PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Littleton moved, seconded by Commissioner Selby, for approval of Ordinance No. 2020-53, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8B – Ormond Grande, issuance of the development order

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2020-54
AN ORDINANCE APPROVING A PLANNED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS “ORMOND GRANDE” ON APPROXIMATELY 8.2 ACRES GENERALLY LOCATED SOUTH AND EAST OF 1255 NORTH U.S. HIGHWAY 1; AUTHORIZING THE ISSUANCE AND EXECUTION OF A DEVELOPMENT ORDER FOR SIXTY (60) MULTI-FAMILY TOWNHOUSE UNITS AND ASSOCIATED SITE APPROVEMENTS; PROVIDING CONDITIONS AND EXPIRATION OF APPROVALS; AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2020-54, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8C – 36 North Tymber Creek Road, land use amendment

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2020-56
AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING

6.40± ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4125-00-00-0221 FROM VOLUSIA COUNTY "ENVIRONMENTAL SYSTEM CORRIDOR" (ESC) AND "URBAN LOW INTENSITY" (ULI) TO ORMOND BEACH "OPEN SPACE/CONSERVATION" (OSC) AND "RESIDENTIAL, OFFICE, RETAIL" (ROR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, noted the item was an administrative request for a future land use amendment at 36 North Tymber Creek Road. He reviewed a map of the parcel and surrounding area. He stated the site was part of a larger development called Tymber Creek Shoppes. He stated the item before them was solely to assign land use to the property. He explained when the city annexed the land, they were required to assign a land use to the parcel and the goal was to assign a similar land use to what the parcel was previously assigned in Volusia County. He explained the parcel had original land use designations of Environmental System Corridor (ESC) and Urban Low Intensity (ULI) when it was located in Volusia County, and staff was proposing to assign the property a city land use of Open Space Conservation (OS/C) and Residential, Office, Retail (ROR). He discussed the reasoning behind the suggested land uses and explained staff did not suggest assigning the property a land use of General Commercial (GC), due to the fact it allowed more density and intensity than the previous Volusia County land use allowed. He stated the Planning Board and staff recommended approval. He noted the re-zoning of the property would be considered as a separate item in the future.

Mr. Glenn Storch, attorney for the applicant, discussed the property site in detail and noted part of the property was preserved by Volusia County for stormwater. He stated he would normally suggest that the property be assigned a GC land use, but explained the applicant was comfortable with staff's recommendations. He stated the applicant would be working on the zoning of the property next and it would be presented to the Commission at a later date.

Mr. Richard Weiss, 12 Moss Point Drive, stated the current proposed plan would allow the construction of apartments on the site and discussed his disapproval. He noted a petition had been signed by citizens against the construction of apartments, and requested the city only allow the development of single-family homes on the site.

Mr. Spraker explained the item before the Commission was only to assign land use designations, which provided densities and intensities for the property site and did not approve of any development. He discussed the floor areas and ratios for the proposed land uses.

Mayor Partington noted Mr. Weiss's comments regarding the development of the site did not relate to the current item before them, which was solely the consideration of the land use.

Commissioner Selby noted Volusia County's land use allowed a total of 13 units, while the city's proposed land use allowed 48 units. He questioned how those land use designations were comparable; whereby, Mr. Spraker explained commercial land uses had more infrastructure impacts, whereas other categories had a higher floor area ratio.

Commissioner Selby questioned if the city could assign the property a Low Density Residential (LDR) land use; whereby, Mr. Spraker stated the LDR land use would not allow commercial land use on the property, which the property was currently entitled to under the current Volusia County land use.

Mr. Storch explained the parcel was not a stand alone parcel and did not have correct access for single-family homes. He noted if the land was assigned a single-family designation, it would make the parcel non-buildable. He discussed the density of the property and the current land uses and proposed land uses. He reiterated he believed the property should be assigned GC, but noted the applicant agreed to the city's determination. He stated with the current land use, the rest of the surrounding land could already be used for multi-family units. He noted the applicant would work with the neighbors, lower the density to an appropriate amount, and create conservation areas and buffers. He reminded the Commission the item was a first reading and there would be time to come to an agreement.

Mr. Randy Hayes, City Attorney, noted after the city annexed a property into city limits under Florida Law, the Volusia County land use and zoning regulations continue to apply until the city assigned a rezoning to the property consistent to the entitlements the property received while in Volusia County.

Commissioner Persis noted many residents feared the item was the first step in approving apartments at the site. She questioned why the property wanted to develop apartments at the site, but could not develop single-family homes; whereby, Mr. Storch explained single-family homes on commercial designation were not allowed, and the adjoining parcel to the discussed parcel had a commercial designation.

Mr. Storch stated the city and applicant had been trying to find a middle point between commercial and housing developments. He reiterated nothing in the current item guaranteed the applicant the right to put multi-family on the site. He discussed the upcoming process the applicant would need to go through next for the zoning of the property.

Commissioner Persis questioned if the Commission could change the land use so that only single-family homes were allowed; whereby, Mr. Storch stated the entire process would need to start over and it would take away the commercial use from the property, which it currently had, which he felt would leave the property useless.

Commissioner Persis noted there was an issue with access into and out of the property; whereby, Mr. Storch stated those issues would be addressed when the city reviewed the zoning for the site.

Commissioner Persis discussed her concerns for commercial development of the property.

Commissioner Selby inquired if the large parcel that was assigned GC next to the discussed parcel would need a designation; whereby, Mr. Spraker noted the land use for that parcel was existing as it had already been annexed.

Commissioner Selby questioned if the tax parcels were had been considered as separate parcels for several years; whereby, Mr. Spraker stated that was correct.

Commissioner Littleton moved, seconded by Mayor Partington, for approval of Ordinance No. 2020-56, on first reading, as read by title only.

Commissioner Littleton stated there would be discussion held for the development of the property moving forward, but noted the current item had nothing to do with the actual development of the property. He stated he was in support of the item.

Commissioner Selby stated he had met with the homeowners in Moss Point, a subdivision located near the site, and had walked the site as well. He discussed concerns from residents regarding intense development on the site and the environmental and traffic impacts it would impose. He noted he had reviewed the preliminary site plans for the property and did not feel that they were adequate. He stated he was unsure how he would vote, but felt the city had to approve the current item as they were required to assign a land use. He stated he believed the applicant would have an up-hill battle ahead of him on developing something as intense as the applicant wished for with the current access to the property site.

Commissioner Persis stated she had also met with the residents of Moss Point and noted she agreed with Commissioner Selby regarding the upcoming battle for the applicant trying to move forward with multi-family or commercial development at the site. She stated she was unsure how she would vote on the item, but noted she was siding with the residents of Moss Point.

Mayor Partington noted the city was required to assign the closest land use as Volusia County had previously assigned the site. He noted the Commission had to be careful in what they asked for and explained they had the opportunity to negotiate on what got developed at the site. He noted that the proposed land use may actually result in construction that could aid in lowering the traffic in the area compared to what could be built with the current zoning. He stated he supported the item as it was just an administrative rezoning and did not approve any development. He noted he wanted the development to go through the development process and return to the Commission.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	No
	Commissioner Persis	No
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings without objection.

Item #9 – Second Reading of Ordinances

Item #9A – Water & Sewer Impact Fees

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2020-55
AN ORDINANCE AMENDING SECTION 22-115, FEE IMPOSED;
SCHEDULE; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF
ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE
WATER AND SEWER SERVICE IMPACT FEES; REPEALING ALL
INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING
FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Ordinance No. 2020-55, on second reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #10 – Resolutions

Item #10A – 548 North Nova Road, Volusia Memorial Funeral Home - temporary structure

City Clerk Colby Cilento read by title only:

RESOLUTION NO. 2020-199
A RESOLUTION APPROVING AN APPLICATION BY SCI FUNERAL
SERVICES OF FLORIDA, LLC, DOING BUSINESS AND ALSO KNOWN
AS VOLUSIA MEMORIAL PARK AND FUNERAL HOME AND
AUTHORIZING THE ISSUANCE AND EXECUTION OF A DEVELOPMENT
ORDER AUTHORIZING THE USE OF A REFRIGERATION COOLER ON
A TEMPORARY BASIS, AS A TEMPORARY STRUCTURE, ON THAT
PROPERTY LOCATED AT 548 NORTH NOVA ROAD, ORMOND BEACH,
FLORIDA, SAID PROPERTY BEING SITUATED WITHIN THE B-1
(PROFESSIONAL OFFICE/HOSPITAL) ZONING DISTRICT; WAIVING
THE BOND REQUIREMENTS; ESTABLISHING CONDITIONS AND
EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN
EFFECTIVE DATE.

Mayor Partington noted no audience cards had been submitted on the item.

Mr. Spraker stated the item was a request for a temporary cooling structure to be located at Volusia Memorial Funeral Home & Park (“Volusia Memorial”). He stated the city’s code required the item to be reviewed by the Site Plan Review Committee and the City Commission. He reviewed a PowerPoint presentation that displayed a map of the site and the proposed location for the temporary cooler behind the building at the site. He noted the cooler would be screened with a fence. He stated the city’s land development code (LDC) standards required a bond for the temporary structure, but explained city staff was concerned with taking a bond and becoming responsible for moving the structure; therefore, staff preferred to go through the code enforcement process if the business kept the structure longer than permitted. He noted the temporary structure was proposed to be approved for 12 months and did not abut residential uses. He stated staff recommended approval.

Commissioner Persis stated she drove by the site and noted the location of the cooler appeared to be in plain sight. She inquired what the fencing around the proposed structure would look like; whereby, Ms. Brenda Campbell, applicant, noted the cooler would only be visible from the back of the building and the fence was proposed to be a PVC fence that would be locked.

Commissioner Persis inquired if you could see through the fence; whereby, Ms. Campbell stated you could not.

Commissioner Persis stated she drove by the property from both ways and felt the structure would be seen from the road. She wondered if temporary trees could be planted around the structure.

Ms. Campbell explained the business did not want the structure to be offensive to anyone and privacy was important to them. She stated she was not opposed to ensuring the structure was aesthetically pleasing as well.

Commissioner Persis questioned if the temporary structure was proposed to be permanent in the future; whereby, Ms. Campbell stated the business was looking at two options for adding a permanent structure and needed the temporary cooler while that addition was completed.

Mayor Partington questioned if the white PVC fence would be placed on all three sides of the structure and obscure the view from all angles; whereby, Ms. Campbell noted the closest residential area was the Talaquah neighborhood and the cooler would not be visible due to the landscaping. She continued to explain the south side of the property had landscaping that obstructed the view and the fence would completely cover the refrigeration unit.

Mayor Partington questioned how the Commission could ensure the structure would not be seen and would be aesthetically pleasing; whereby, Mr. Spraker stated the resolution could be amended to include those requirements.

Mayor Partington noted white PVC fence was not expensive and should be placed on all sides of the structure.

Commissioner Kent inquired if the maximum time allowed for the structure would be 12 months; whereby, Mr. Spraker confirmed that was correct. Mr. Spraker noted if the structure remained for more than 12 months, code enforcement would become involved or the applicant would need to come back to the Commission and ask for an extension.

Commissioner Kent stated he was concerned with allowing the structure for the 12-month period as he was afraid it may go past the 12 allowed months. He stated he was not in complete favor of the idea, but wanted to help the applicant. He stated he would feel more comfortable if the time period for the structure was less than 12 months to incentivize the applicant to make the permanent changes sooner.

Commissioner Kent questioned what the concrete plans were for the property; whereby, Ms. Campbell discussed the two proposals that the business was considering for their future plans. Ms. Campbell noted she was asking for 12 months as a buffer, but expected the permanent structure to be in place within 9 months.

Commissioner Kent stated he would approve of the item, but would not be pleased if the applicant came back before the Commission in 12 months to request an extension.

Mr. Randy Hayes, City Attorney, suggested adding a requirement to the agreement to add additional landscaping material and a requirement that the duration of the structure does not exceed twelve continuous months, or is removed upon the issuance of a certificate of occupancy regarding the new improvement; whichever occurs first.

Commissioner Persis questioned if there was a way to ensure the fencing and landscaping be placed on the same day the cooler was put into place; whereby, Mr. Hayes stated the Commission could add that as a condition as well.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2020-199, amended to include the following requirements: require fencing on all three sides of the temporary cooler; require additional landscaping

for screening; require the time of the structure to be allowed for no more than 12 consecutive months, or when a certificate of occupancy is issued for new improvement, whichever occurs first; and require the screen materials and landscaping to be in place prior to installation of the temporary cooler, as read by title only.

Mayor Partington noted the Commission wanted the applicant to be successful and felt the requirements would aid the applicant in avoiding problems down the road.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #10B – River Bend Golf Course; termination of lease agreement if lessee fails to cure nonpayment of rent

City Clerk Colby Cilento read by title only:

RESOLUTION NO. 2020-200
A RESOLUTION PERTAINING TO THAT CERTAIN AMENDED AND RESTATED GROUND LEASE AGREEMENT BETWEEN THE CITY AND RIVER BEND MANAGEMENT GROUP OF FLORIDA, LLC REGARDING THE OPERATION OF RIVER BEND GOLF COURSE; MAKING FINDINGS OF FACT; DETERMINING RIVER BEND MANAGEMENT GROUP OF FLORIDA, LLC TO BE IN DEFAULT OF THE LEASE AGREEMENT; PROCLAIMING AND DIRECTING THE LEASE AGREEMENT TO BE TERMINATED IN THE EVENT THE LESSEE FAILS TO CURE THE DEFAULT WITHIN THE CURE PERIOD; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO TAKE NECESSARY AND REASONABLE ACTION TO EFFECTUATE THE TERMINATION OF THE LEASE AGREEMENT UPON ITS TERMINATION; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington noted no audience cards had been submitted on the item.

Mr. Hayes noted before the underlying motion was voted upon, the Commission would need to make a motion to waive the Thompson Rule since the item was added late to the agenda. He provided a detailed description regarding the history of the item. He noted the lessee had failed to pay rent for the months of September, October, and November 2020. He explained the Commission was required to provide a written notice of default and allow the lessee 30 days to cure the default, which they had done. He noted the 30-day cure period would expire December 29, 2020. He stated staff believed it was unlikely that the lessee would cure the default by the deadline. He noted in the event they did not cure the default; the city was asking the Commission for permission to terminate the agreement. He stated it was important for the city to terminate the agreement before January 1, 2021, since the property would become subject to additional taxes by the property appraiser. He discussed the city’s dispute regarding the property with the Volusia County Property Appraisers’ Office.

Commissioner Kent moved, seconded by Commissioner Littleton, to waive the Thompson Rule.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Resolution No. 2020-200, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #11 – Discussion Items

Item #11A – Committee for Acquisition of Property with Environmental and Recreational Characteristics

Mayor Partington noted the Commission had received one online comment in favor of the committee.

Commissioner Persis stated she believed the committee was a positive idea and discussed reasons why. She noted she would be in favor of each Commissioner getting to choose a representative to be on the committee.

Commissioner Littleton stated he wanted to add language that allowed the Commission to purchase “strategic” lands as well and explained why.

Ms. Joyce Shanahan, City Manager, discussed the purpose of the proposed committee and noted it was planned to be short-term. She stated the idea was to build a strong coalition regarding environmentally sensitive lands and recreational and strategic lands that helped preserve the character of Ormond Beach. She discussed responsibilities the committee would be tasked with and the procedures they would follow. She noted staff was seeking direction on how many members would make up the committee.

Mayor Partington stated he believed each Commissioner should be able to choose a nominee and there should be two Commission At-Large positions.

Commissioner Selby stated he believed the committee was a great idea if the citizens of Ormond Beach wanted it, but noted he was unsure if they did or not. He stated he disliked the fact that the idea for the committee was coming from the Commission and noted he had not heard from many residents wanting to buy land. He discussed his concerns with the committee and bond issues. He reiterated no citizens had expressed the desire for this committee to him. He stated he would suggest putting a group together and then seeing if the voters wanted it.

Commissioner Persis stated she assumed the idea for the committee started due to the land available for purchase surrounding The Loop. She discussed concerns from citizens regarding the disruption of that area and believed the committee would look into the environmental characteristics of properties. She stated there was a large petition regarding the area around The Loop and believed the Commission needed to consider citizens who wanted to protect the properties.

Mayor Partington stated while he saw Commissioner Selby’s point, he believed the committee solved and addressed the issues Commissioner Selby discussed. He listed various parcels of land that the city may want to consider purchasing. He stated he was less comfortable purchasing properties outside of the city’s jurisdictional boundaries, but stated there may be situations where it was appropriate. He discussed the purpose of the committee and the positive benefits it would bring. He stated a referendum vote would ensure the citizens desired any initiatives.

Commissioner Selby stated the situation was similar to the half-cent sales tax situation, in which citizens voted it down and continued to blame the Commission for supporting the idea. He reiterated he felt there was not a large amount of support from citizens who wanted to tax themselves to raise more money to buy land. He questioned why the citizens who signed the petition to save The Loop had not tried to collect donations to assist in purchasing projects. He stated he was not trying to be negative, but was trying to be realistic and reiterated his concerns.

Ms. Shanahan stated the committee did not only have to be working towards a referendum, but could also serve as a way to prioritize applications for ECHO grants. She noted the idea was to get support for various grants and to involve citizens.

Commissioner Selby stated his approval of a veteran intern starting with the city who had potential to oversee the committee.

Ms. Shanahan asked Mayor Partington to call a vote on staff bringing the committee back.

Commissioner Persis moved, seconded by Mayor Partington, to direct staff to bring back information on the committee for further consideration.

Commissioner Kent stated he agreed with Commissioner Selby’s comments.

Mayor Partington stated there were a number of people who came forward wanting to purchase certain properties and noted he believed the committee created a fair process to help protect the city its residents, as well as ensure the citizens were able to provide input.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	No
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #12 – Reports, Suggestions, Requests

Veteran Intern Program

Ms. Shanahan noted regardless on whether or not the city decided to move forward with the previously discussed committee, staff would still be utilizing the veteran intern. She discussed the International City Management Association Veterans Local Government Fellowship Program and stated staff was looking forward to working with him.

Commissioner Littleton inquired when the intern would be starting; whereby, Ms. Shanahan noted he would start on January 4, 2021.

Mayor Partington stated he was excited the city was selected for the program and discussed the program in further detail.

Upcoming City Commission Meetings

Ms. Shanahan noted the next City Commission meeting would take place on Tuesday, January 5, 2021, at 7:00 p.m. She explained on January 19, 2021, a Financial Forecasting Workshop would be taking place at 5:30 p.m., and would be followed by a regular Commission meeting at 7:00 p.m.

Volusia County Legislative Delegation

Ms. Shanahan noted staff participated at the Volusia County Legislative Delegation meeting. She discussed the meeting and discussed priorities that the city was seeking funding for.

Commissioner Selby complimented the city’s Economic Development Director, Mr. Brian Rademacher, for his work on the write-ups for the Volusia County Legislative Delegation meeting.

Ormond Beach Police Department

Ms. Shanahan discussed community events held by the Ormond Beach Police Department, including Christmas toy drives and Santa on Patrol.

Commissioner Littleton complimented the Santa on Patrol event and thanked Mr. and Ms. Claus for attending the event.

Ms. Shanahan noted the police department would be hosting their Annual Shop with a Cop event on Saturday, December 19, 2020. She discussed the event and positive effects it has on the children in the community.

Commissioner Kent and Commissioner Persis congratulated Detective Mihalko on receiving the Crime Stoppers’ Volusia County Officer of the Year award and complimented the city’s first responders and thanked them for their hard work.

Covid-19

Ms. Shanahan noted city staff was experiencing a rise in Covid-19 cases, non-work related. She discussed cases rising within Volusia County and the Covid-19 vaccine. She stated Volusia County was expecting to offer the vaccine to first responders within the upcoming weeks.

Commissioner Selby stated he was glad that first responders would be offered the vaccine first, due to their exposure.

Fiber Optics Connectivity

Ms. Shanahan discussed the city's fiber optic connectivity project and provided updates on the progress of the project.

Merry and Bright on MainStreet

Commissioner Littleton complimented the businesses decorated for Christmas in Ormond Beach.

Condolences

Commissioner Selby expressed his condolences to Ms. Nan Heebner, for the loss of her husband Mr. Pete Heebner. He recognized Mr. Heebner for his service to the city through volunteering and for serving on the city's Charter Review Committee.

Antares Projects

Commissioner Selby requested an update from city staff on the Antares project happening in Ormond Beach; whereby, Ms. Shanahan noted the building permit for the site had expired. She provided a list of all things that needed to be restored and stated Code Enforcement would help get the issue resolved.

Crosswalks and Medians

Commissioner Selby stated there was a public hearing held by the Florida Department of Transportation (FDOT) at the Performing Arts Center regarding crosswalks. He noted when he was on the River to Sea Transportation and Planning Organization (TPO) he had pushed to have more crosswalks with flashing pedestrian beacons. He noted the plan was to implement five more crosswalks with the flashing beacons between Granada Boulevard and Millsap Road on A1A. He stated the FDOT had also decided to place medians between Granada Boulevard and Millsap Road on A1A, which would make it impossible to make a left turn; resulting in drivers needing to perform U-turns on A1A. He stated since the meeting, he had come to the attention that residents and businesses were not well-informed on the proposed changes. He discussed the project in further detail and the impacts it would have on traffic patterns. He stated FDOT proposed placing a median in front of the city's Fire Station 91, which would result in firefighters needing to make a U-turn whenever they needed to travel north. He noted the city would ensure they did not allow that to happen.

Mayor Partington noted FDOT may work with the city if the city presented a unified front on what they were asking for. He stated he did not recall medians being concreted into the project, but discussed the issues regarding the proposed medians. He noted many vehicles could not make a full U-turn without turning it into a three-point turn. He proceeded to discuss other crosswalks in Ormond Beach and other sister cities. He discussed the locations of the crosswalks and where he felt they should be located, noting one of the crosswalks should be relocated to connect to the public beach access.

Commissioner Kent discussed a meeting he had with Mr. Finley and resident Dr. Mike White regarding the medians and crosswalks on A1A. He discussed how difficult it was to make a U-Turn on A1A without making a three-point turn. He stated when looking at the design for the proposed crosswalks by FDOT, all but one crosswalk was raised in the middle. He noted he believed all the crosswalks should be straight-across. He stated he favored the greenery at pedestrian crosswalks and felt it was aesthetically pleasing. He stated he was not in favor of pedestrians ever having to wait in the middle of the median in the crosswalk and discussed the dangers of it. He noted each flashing sign was extremely needed at crosswalks. He stated he also agreed that the proposed crosswalk located closest to Magnolia Drive should be moved to the north to line up with the public pedestrian access to the beach. He stated it was obvious that a concrete barrier could not be placed in front of Fire Station 91 and someone had made a mistake in that design. He noted this mistake opened a door for city staff to express to FDOT that the Commission wanted pedestrian crosswalks with flashing lights and did not want the concrete medians that impede every day traffic flow.

Commissioner Littleton and Commissioner Persis agreed with the comments made by Commissioner Selby, Mayor Partington, and Commissioner Kent.

Ms. Shanahan noted staff would convey the message to FDOT.

Commissioner Selby noted a U-turn may seem safer than a left turn, but was not if the U-turn could not be completed and needed to be a three-point turn. He discussed various crosswalks and the effectiveness of each one. He noted the city had worked

hard lobbying FDOT to do this project. He noted beach access was not included on the hand-outs by FDOT. He stated he concurred with the comments made by the other Commissioners.

Beach Driving

Commissioner Selby noted there was a story in the Daytona Beach News Journal stating Volusia County Chair-Elect Jeff Brower was reported to have said he wanted to restore beach driving to areas that it was currently prohibited on. He discussed the traffic free-zone at Andy Romano Beachfront Park ("Andy Romano") and his favor for keeping the area traffic-free. He stated based on the article, it appeared Mr. Brower intended to allow traffic in that area again. He stated he personally wished to keep Andy Romano free of traffic.

Mayor Partington stated the no-driving zone in front of Andy Romano had been extremely successful and was a great benefit to the area. He stated he believed the city should write a letter to Chair-Elect Jeff Brower, County Manager Mr. George Recktenwald, and the entire Volusia County Council strongly requesting they maintain the exemption for Andy Romano; whereby, Commissioner Persis and Commissioner Littleton stated they were in agreeance.

Commissioner Kent discussed the importance of having some no-driving zones on the beach. He stated he supported beach driving, but strongly believed that Andy Romano should remain a no-driving zone and discussed reasons why.

Mayor Partington requested Ms. Shanahan prepare a letter to send to Volusia County.

Avalon Park Workshop

Commissioner Selby stated he believed there was no bigger threat to the quality of life for the citizens of Ormond Beach than the Avalon Park development in Daytona Beach. He discussed the negative impacts it would impose upon the city. He stated the Commission needed to know more about Avalon Park and proposed holding a workshop to discuss the options the city had and the impacts they had on the development. Commissioner Selby noted Avalon Park had certain entitlements, but wanted to do much more than what they were allowed to do. He noted the large amount of traffic and demand for utilities would both be issues for the city.

Commissioner Selby made a motion to hold an Avalon Park Workshop on February 16, 2021, beginning at 4:30 p.m., seconded by Commissioner Persis.

Commissioner Kent questioned if the Commission needed to waive the Thompson Rule; whereby, Mr. Hayes stated they did not need to because there was no back-up material for the item.

Discussion ensued between the Commission and staff regarding the best date and time to hold the workshop.

Commissioner Littleton noted the developer had not yet re-stated the comprehensive plan changes that they put before the Daytona Beach Planning Board. He noted there may be legal issues involved that the Commission may need to be prepared for, and stated he did not want to do anything before the plan had been re-presented to the Daytona Beach Planning Board.

Mr. Hayes stated as far as city staff could tell, before the Avalon Park project could proceed further, it needed to undergo a comprehensive plan amendment in Daytona Beach. He discussed the process for the project moving forward and noted if the Commission was interested in hosting the workshop staff could come up with materials there were suitable for public consumption.

Commissioner Selby amended his motion to now hold the Avalon Park Workshop on February 23, 2021, beginning at 6:00 p.m., Commissioner Persis agreed with the amendment and upheld her second of the motion.

Commissioner Kent stated Avalon Park was going to have no positive effects on the City of Ormond Beach.

Commissioner Persis noted she had visited Avalon Park in Orlando and was not happy with the development. She stated she believed the developer meant well in his idea, but noted she did not feel the idea was a good fit for Ormond Beach.

The motion passed unanimously by voice vote.

Virtual Christmas Parade

Commissioner Persis thanked city staff for hosting the virtual Christmas parade event.

Publix Grand Opening

Commissioner Persis and Mayor Partington complimented the grand opening of the new Publix at the Trails Shopping Center.

Item #13 – Adjournment

The meeting was adjourned at 9:17 p.m.

APPROVED: January 5, 2020

BY: _____
Bill Partington, Mayor

ATTEST:

Colby J. Cilento, City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Budget Advisory Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Budget Advisory Board.

Background

The following resolution has been prepared for appointments to the Budget Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Budget Advisory Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Bill Harper	Mayor
John Olivari	Zone 1
David Romeo	Zone 2
Rafael Ramirez	Zone 3
Joe Hannoush	Zone 4

Recommendation

It is requested that the resolution appointing members to the Budget Advisory Board be approved.

Attachments:

- 21-01 Budget Adv Bd (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-01

A RESOLUTION APPOINTING MEMBERS OF THE BUDGET ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Bill Harper is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Mayor.

SECTION TWO. John Olivari is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. David Romeo is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Rafael Ramirez is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Joseph Hannoush is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The above named appointees shall each serve a two (2) year term to January 2, 2023, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, *Code of Ordinances*, including section 2-226 thereof.

SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Citizens' Law Enforcement Advisory Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Citizens' Law Enforcement Advisory Board.

Background

The following resolution has been prepared for appointments to the Citizens' Law Enforcement Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Citizens' Law Enforcement Advisory Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Kenneth Kimble	Mayor
Matt Coleman	Zone 1
Ken Smith	Zone 2
Frederick "Ricky" Ray	Zone 3
Ed Shumaker	Zone 4

Recommendation

It is requested that the resolution appointing members to the Citizens' Law Enforcement Advisory Board be approved.

Attachments:

- 21-02 Citizens Law Enf appointments (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/14/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-02

A RESOLUTION APPOINTING MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Kenneth Kimble is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Mayor.

SECTION TWO. Matt Coleman is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Ken Smith is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Frederick “Ricky” Ray is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Ed Shumaker is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve two (2) year terms to January 2, 2023, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, City of Ormond Beach *Code of Ordinances*, including section 2-223 thereof.

SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: General Employees' Pension Trust Fund Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the General Employees' Pension Fund Board.

Background

The following resolution has been prepared for appointments to the General Employees' Pension Fund Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the General Employees' Pension Fund Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Michael Furman	Commission At-Large
John Olivari	Commission At-Large

Recommendation

It is requested that the resolution appointing members to the General Employees' Pension Fund Board be approved.

Attachments:

- 21-03 General Employees Pension Bd appointment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-03

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE GENERAL EMPLOYEES' PENSION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Michael Furman and John Olivari are hereby appointed to serve as At-Large Trustees of the General Employees' Pension Board.

SECTION TWO. The said appointees shall each serve a two (2) year term to January 2, 2023, and shall serve without compensation for such service in accordance with Chapter 16, including section 16-3 thereof and Article I, of the City of Ormond Beach *Code of Ordinances*.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Historic Landmark Preservation Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Historic Landmark Preservation Board.

Background

The following resolution has been prepared for appointments to the Historic Landmark Preservation Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Historic Landmark Preservation Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Shannon Julien	Mayor
Faith Wilson	Zone 1
Robert Walsh	Zone 2
Steven Handwerker	Zone 3
Ellen Needham	Zone 4
Suzanne Heddy	Commission At-Large

Gordon Currie	Commission At-Large
Dr. Philip Shapiro	Ormond Beach Historical Society Trust
David Benson	The Casements Guild

Recommendation

It is requested that the resolution appointing members to the Historic Landmark Preservation Board be approved.

Attachments:

- 21-04 Historic Landmark Preservation Bd appointment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-04

A RESOLUTION APPOINTING MEMBERS TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Shannon Julien is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Mayor.

SECTION TWO. Faith Wilson is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Robert Walsh is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Steven Handwerker is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Ellen Needham is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Suzanne Heddy and Gordon Currie are hereby appointed to serve as members of the Historic Landmark Preservation Board, as the at-large appointees of the City Commission.

SECTION SEVEN. David Benson is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of The Casements.

SECTION EIGHT. Dr. Philip Shapiro is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of The Ormond Beach Historic Trust.

SECTION NINE. The said appointees shall each serve two (2) year terms to January 2, 2023 and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, and Section 1-17 of the *Land Development Code*.

SECTION TEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Human Resources Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Human Resources Board.

Background

The following resolution has been prepared for appointments to the Human Resources Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Human Resources Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Jeffrey Berman	Mayor
Bill Denny	Zone 1
Tim Stockman	Zone 2
Ryan Ochipa	Zone 3
Matt Coleman	Zone 4

Recommendation

It is requested that the resolution appointing members to the Human Resources Board be approved.

Attachments:

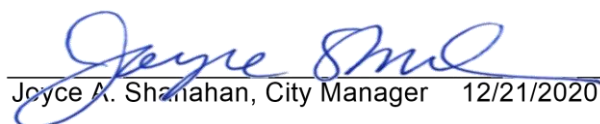
- 21-05 Human Resource Bd appointments(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-05

A RESOLUTION APPOINTING MEMBERS OF THE HUMAN RESOURCES BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Jeffrey Berman is hereby appointed to serve as a member of the Human Resources Board, as the appointee of the Mayor.

SECTION TWO. Bill Denny is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone One City Commissioner.

SECTION THREE. Tim Stockman is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Two City Commissioner.

SECTION FOUR. Ryan Ochipa is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Three City Commissioner.

SECTION FIVE. Matt Coleman is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve two (2) year terms to January 2, 2023, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances*, including section 2-214 thereof.

SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Municipal Firefighters' Pension Trust Fund Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Municipal Firefighters' Pension Fund Board.

Background

The following resolution has been prepared for appointments to the Municipal Firefighters' Pension Fund Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Municipal Firefighters' Pension Fund Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Mike Scudiero	Commission At-Large
Mark Eisner	Commission At-Large

Recommendation

It is requested that the resolution appointing members to the Municipal Firefighters' Pension Fund Board be approved.

Attachments:

- 21-06 Firefighters Pension Bd appointment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-06

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE FIREFIGHTERS' PENSION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Mark Eisner and Mike Scudiero are hereby appointed to serve as At-Large Trustees of the Firefighters' Pension Board.

SECTION TWO. The said appointees shall serve a two (2) year term to January 2, 2023, and shall serve without compensation for such service in accordance with Chapter 16, including section 16-42 thereof and Article III, of the City of Ormond Beach *Code of Ordinances*.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Municipal Police Officers' Pension Trust Fund Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Municipal Police Officers' Pension Fund Board.

Background

The following resolution has been prepared for appointments to the Municipal Police Officers' Pension Fund Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Municipal Police Officers' Pension Fund Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Ken Artin	Commission At-Large
Amanda Hayes	Commission At-Large

Recommendation

It is requested that the resolution appointing members to the Municipal Police Officers' Pension Fund Board be approved.

Attachments:

- 21-07 Police Pension Bd appointment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-07

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE CITY OF ORMOND BEACH MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND; ESTABLISHING TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Ken Artin and Amanda Hayes are hereby appointed to serve as Trustees of the City of Ormond Beach Municipal Police Officers' Pension Trust Fund.

SECTION TWO. The aforementioned appointees shall each serve a two-year term to January 2, 2023, and shall serve without compensation for such service in accordance with Article VI, of Chapter 2, and Article IV, of Chapter 16, including section 16-73 thereof, City of Ormond Beach *Code of Ordinances*.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Colby J Cilento, City Clerk

Date: January 5, 2021

Subject: Neighborhood Improvement Advisory Board Appointments

Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Neighborhood Improvement Advisory Board.

Background

The following resolution has been prepared for appointments to the Neighborhood Improvement Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Neighborhood Improvement Advisory Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Margaret Sharifi	Mayor
Matthew Shapiro	Zone 1
David Glasser	Zone 2
Frank Ganz	Zone 3
Josh Pringle	Zone 4

Recommendation

It is requested that the resolution appointing members to the Neighborhood Improvement Advisory Board be approved.

Attachments:

- 21-08 Neighborhood Imp Adv Bd appointments (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-08

A RESOLUTION APPOINTING MEMBERS OF THE
NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD;
SETTING FORTH TERMS AND CONDITIONS OF SERVICE;
AND SETTING FORTH AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA, THAT:**

SECTION ONE. Margaret Sharifi is hereby appointed to serve as a member of
the Neighborhood Improvement Advisory Board, as the appointee of the Mayor.

SECTION TWO. Matthew Shapiro is hereby appointed to serve as a member of
the Neighborhood Improvement Advisory Board, as the appointee of the Zone One City
Commissioner.

SECTION THREE. David Glasser is hereby appointed to serve as a member of
the Neighborhood Improvement Advisory Board, as the appointee of the Zone Two City
Commissioner.

SECTION FOUR. Frank Ganz is hereby appointed to serve as a member of the
Neighborhood Improvement Advisory Board, as the appointee of the Zone Three City
Commissioner.

SECTION FIVE. Josh Pringle is hereby appointed to serve as a member of the
Neighborhood Improvement Advisory Board, as the appointee of the Zone Four City
Commissioner.

SECTION SIX. The said appointees shall each serve two (2) year terms to January 2, 2023, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-218 thereof.

SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Planning Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Planning Board.

Background

The following resolution has been prepared for appointments to the Planning Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Planning Board are as follows:

<u>Name</u>	<u>Appointed By</u>
Mike Scudiero	Mayor
Alan Jorczak	Zone 1
G.G. Galloway	Zone 2
Doug Thomas	Zone 3
Angeline Shull	Zone 4
Harold Briley	Commission At-Large
Lori Tolland	Commission At-Large

Recommendation

It is requested that the resolution appointing members to the Planning Board be approved.

Attachments:

- 21-09 Planning Bd appointment (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 12/7/2020
Claire Whitley, Assistant City Manager 12/16/2020**APPROVED BY:**
Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION 2021-09

A RESOLUTION APPOINTING MEMBERS OF THE
PLANNING BOARD; APPOINTING AT-LARGE MEMBERS;
SETTING FORTH TERMS AND CONDITIONS OF SERVICE;
AND SETTING FORTH AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA, THAT:**

SECTION ONE. Mike Scudiero is hereby appointed to serve as a member of the Planning Board, as the appointee of the Mayor.

SECTION TWO. Alan Jorczak is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. G.G. Galloway is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Doug Thomas is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Angeline Shull is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Lori Tolland and Harold Briley are hereby appointed to serve as members of the Planning Board, as the at-large appointees of the City Commission.

SECTION SEVEN. The aforementioned appointees shall each serve two (2) year terms to January 2, 2023, in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances* and Chapter 1, Art. II, Section 1.15 of the *Land Development Code*.

SECTION EIGHT. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Quality of Life Advisory Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Quality of Life Advisory Board.

Background

The following resolution has been prepared for appointments to the Quality of Life Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments to the Quality of Life Advisory Board are as follows:

<u>Name</u>	<u>Appointed By</u>
John Adams	Mayor
Troy Railsback	Zone 1
David Romeo	Zone 2
Peggie Hart	Zone 3
Dr. Philip Shapiro	Zone 4
Rear Admiral William Masters	Commission At-Large

Kenneth Kimble

Commission At-Large

Recommendation

It is requested that the resolution appointing members to the Quality of Life Advisory Board be approved.

Attachments:

- 21-10 Quality of Life Adv Bd appointments (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-10

A RESOLUTION APPOINTING MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. John Adams is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Mayor.

SECTION TWO. Troy Railsback is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. David Romeo is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Peggie Hart is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Dr. Philip Shapiro is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Rear Admiral William D. Masters and Kenneth Kimble are hereby appointed to serve as members of the Quality of Life Board, as the at-large appointees of the City Commission.

SECTION SEVEN. The said appointees shall each serve two (2) year terms to January 2, 2023, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-224 thereof.

SECTION EIGHT. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Goodwill Ambassador Program Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Goodwill Ambassador Program.

Background

At the Advisory Board Nominations Workshop held on December 1, 2020, Mayor Partington appointed the following individuals to serve as a Goodwill Ambassador:

- Barbara Sandberg
- Ike Leary
- Gerald Brandon
- Rick Boehm

Recommendation

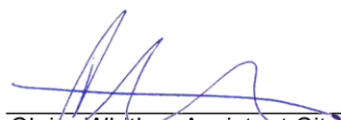
It is requested that the resolution appointing Goodwill Ambassadors be approved.

Attachments:

- 21-11 Goodwill Ambassador (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020



Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:



Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-11

A RESOLUTION APPOINTING MEMBERS OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Barbara Sandberg is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION TWO. Ike Leary is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION THREE. Gerald Brandon is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION FOUR. Rick Boehm is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION FIVE. The above named appointees shall serve a two (2) year term to January 2, 2023, and shall serve in accordance with Article VI, Chapter 2, *Code of Ordinances*, including section 2-227 thereof.

SECTION SIX. The said appointees shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of their respective duties.

SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Colby J Cilento, City Clerk

Date: January 5, 2021

Subject: River to Sea Bicycle/Pedestrian Advisory Committee Appointment

Commission Goal: N/A

Introduction

This is a request to approve a resolution for the appointment of Gayle Belin as the City's citizen representative to the Bicycle/Pedestrian Advisory Committee (BPAC) for the River to Sea Transportation Planning Organization.

Background

As a member of the River to Sea Transportation Planning Organization, Section 7.0 of the bylaws provides that the City is allowed to make an appointment to the Bicycle and Pedestrian Advisory Committee.

Discussion

The Commission has nominated Gayle Belin to serve on this committee. The following resolution has been prepared for the appointment to BPAC, as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

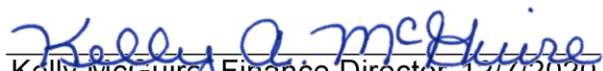
Recommendation

It is requested that the resolution appointing a citizen representative to the River to Sea Transportation Planning Organization Bicycle/Pedestrian Advisory Committee (BPAC) be approved.

Attachments:

- 21-12 Bicycle & Ped Adv Cmtee appointment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-12

A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Gayle Belin is hereby appointed as the representative of the City of Ormond Beach to serve as a voting member of the River to Sea Bicycle and Pedestrian Advisory Committee.

SECTION TWO. The said appointee shall serve a two (2) year term to January 2, 2023, and shall receive no compensation for such service.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Colby J Cilento, City Clerk

Date: January 5, 2021

Subject: River to Sea Citizens Advisory Committee Appointment

Commission Goal: N/A

Introduction

This is a request to approve a resolution for the appointment of Roger Strcula, as the City's citizen representative to the Citizens Advisory Committee for the River to Sea Transportation Planning Organization.

Background

As a member of the River to Sea Transportation Planning Organization, Section 7.0 of the bylaws provides that the City is allowed to make an appointment to the Citizens Advisory Committee.

Discussion

The Commission has nominated Roger Strcula to serve on this committee. The following resolution has been prepared for the appointment to the Citizens Advisory Committee, as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Recommendation

It is requested that the resolution appointing a representative to the River to Sea Transportation Planning Organization Citizens Advisory Committee be approved.

Attachments:

- 21-13 River to Sea Citizens Adv Cmtee appt (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-13

A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA CITIZENS ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Roger Strcula is hereby appointed as the representative of the City of Ormond Beach to serve as a voting member of the River to Sea Citizens Advisory Committee.

SECTION TWO. The said appointee shall serve a two (2) year term to January 2, 2023, and shall receive no compensation for such service.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: River to Sea Transportation Planning Organization Appointment
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the River to Sea Transportation Planning Organization.

Background

The following resolution has been prepared to appoint Mayor Partington, and Commissioner Littleton as alternate, to the River to Sea Transportation Planning Organization as directed by the City Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Recommendation

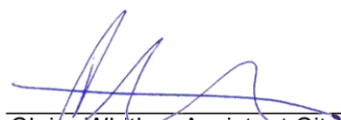
It is requested that the resolution appointing a member and alternate to the River to Sea Transportation Planning Organization be approved as submitted.

Attachments:

- 21-14 River to Sea TPO appt (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020



Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:



Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-14

A RESOLUTION APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE AS MEMBERS OF THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Bill Partington is hereby appointed as the representative of the City of Ormond Beach, to serve as a voting member of the River to Sea Transportation Planning Organization.

SECTION TWO. Rob Littleton is hereby appointed as the alternate representative of the City of Ormond Beach, to serve as a voting member of the River to Sea Transportation Planning Organization.

SECTION THREE. The said appointees shall serve a two (2) year term to January 2, 2023, and shall receive no compensation for such service.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Ormond Main Street, Inc., Board of Directors Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Ormond Main Street Inc., Board of Directors.

Background

The following resolution has been prepared to appoint Commissioner Selby to the Ormond Main Street Inc., Board of Directors, as directed by the City Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Recommendation

It is requested that the resolution making an appointment to the Ormond Main Street, Inc. Board of Directors be approved as submitted.

Attachments:

- 21-15 Ormond Main Street appointment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020



Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:



Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-15

A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF ORMOND MAIN STREET, INC.; SETTING FORTH TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Commissioner Dwight Selby is hereby appointed as the representative of the City of Ormond Beach to serve as a member of the Board of Directors of Ormond Main Street, Inc., in accordance with the Charter and Bylaws of the said corporation.

SECTION TWO. The said appointee shall serve a two (2) year term to January 2, 2023, and shall receive no compensation for such service.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: January 5, 2021

Subject: Replacement purchase of vehicle #363

Commission Goal: N/A

Introduction

This is a request to replace vehicle #363, a 2009 Chevy 4500 Crane Truck Utility Body Pickup Truck to a 2021 Ford F-550 Regular Cab 4X4, F5H, to be purchased under the Florida Sheriffs Association Contract, FSA20-VEH18.0 Spec 46.

Background

Vehicle #363 is a 2009 Chevy 4500 Crane Truck Utility Body Pickup Truck utilized in the Water Distribution Section of Public Works - Utilities. Vehicle replacement parameters have been developed and implemented for the purchasing process to commence. Condition evaluations are conducted when a vehicle meets one or more of the following:

- Age - Ten (10) years of service as a front-line vehicle.
- Mileage - Unit has exceeded 85,000 miles and all warranties have expired.
- Maintenance Cost - Life cycle total maintenance cost exceeds 75% of acquisition cost.
- Final Evaluation - Unit shows excessive wear on engine, drive train, air conditioner, and emergency equipment, including general overall appearance, body condition as relating to excessive fatigue and availability of repair parts.

The requested replacement has been recently evaluated and copies of the condition reports are attached.

Discussion

Fleet Operations is continuing to make every attempt to down-size or right-size the type and style of vehicle to better meet the specific needs of the section operating the vehicle.

The Water Distribution Section met with Fleet Operations to discuss their operational needs prior to replacing vehicle #363. With the right-sizing of vehicle #363, 2009 Chevy 4500 Crane Truck Utility Body Pickup Truck, to a 2021 Ford F-550 Regular Cab 4X4, F5H, the vehicle cost will be \$99,880, which is consistent with budgeted amount of \$100,000 in the Capital Improvements Plan (CIP).

Budget Impact

Funding for the purchase of the 2021 Ford F-550 Regular Cab 4X4, F5H, replacing vehicle #363 is included in the FY 2020-21 budget of Fund 408-Water and Wastewater Vehicle and Equipment Replacement Fund. Due to the age and useful lifespan of this unit, the proceeds from auction are estimated to be between \$1,500 and \$2,000. The funds from auction will be returned to the Vehicle and Equipment Replacement Fund.

Citizen Impact

The Water Distribution Section provides critical infrastructure installation, repair, and maintenance to the water plant and water distribution system as well as lift stations and wells throughout the City, in addition to emergency response. Replacing the vehicle in accordance with internally established procedures will minimize the risk of disruption and ensure consistent and quality services are provided to citizens during normal and emergency operational periods.

Recommendation

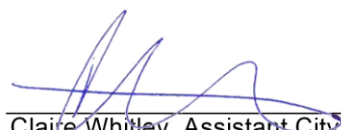
It is recommended that the City Commission authorize the purchase of a 2021 Ford F-550 Regular Cab 4X4, F5H replacing a 2009 Chevy 4500 Crane Truck Utility Body Pickup Truck, vehicle #363, in the amount of \$99,880, from Duval Ford, 5203 Waterside Dr. Jacksonville, FL 32210 under the Florida State Contract FSA20-VEH18.0 Spec 46.

Attachments:

- 21-16 Purchase of Ford F-550 Regular Cab (P20-0222G) (PDF)
- Purchase Authorization - Ford F-550 -MT4543 (PDF)
- #363 FSA 2020 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/17/2020



Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:



Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-16

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2021 FORD F-550 REGULAR CAB 4X4 F5H, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEH18.0; DECLARING VEHICLE #363 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #363, a 2009 Chevy 4500 Crane Truck Utility Body Pickup Truck, which has been determined to have exceeded all criteria for replacement; and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids; and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one 2021 Ford F-550 Regular Cab 4x4, F5H, under Florida Sheriffs Association Bid No. FSA20-VEH18.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one 2021 Ford F-550 Regular Cab 4x4, F5H from Duval Ford in the amount of \$99,880.00; and

WHEREAS, the City Manager has certified that funds in the amount of \$99,880.00 for the total purchase thereof are in the Water and Wastewater Vehicle and Equipment Replacement Fund (408) and have not been appropriated for any other purposes; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one 2021 Ford F-550 Regular Cab 4x4, F5H from Duval Ford in the amount of \$99,880.00 and to pay the costs therefore from the Water and Wastewater Vehicle and Equipment Replacement Fund (408).

SECTION TWO. The City Commission hereby declares vehicle #363 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2100273
Vendor: Duval Ford
Resolution No. 2021-16

Requisition By: Gray
Date: 01/05/2021

Reason: PURCHASE OF ONE 2021 FORD F-550 REG CAB AND CHASSIS 4X4.

PURCHASE OF ONE 2021 FORD F-550 REG CAB AND CHASSIS 4X4.
Purchased through (Piggyback) FSA 20 EQU 18.0 SPEC 46.
Funding through Water Distribution.

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	2021 Ford F-550 Reg Cab and Chassis 4x4	EA	1	\$38,646.00	\$38,646.00
2	Transfer Case Skid Plates	EA	1	\$99.00	\$99.00
3	Trailer Brake Controller	EA	1	\$269.00	\$269.00
4	Heavy Duty Towing	EA	1	\$1,645.00	\$1,645.00
5	Transmission Power Take-off Provision	EA	1	\$279.00	\$279.00
6	Dual Diesel Fuel Tanks	EA	1	\$624.00	\$624.00
7	Programmable Engine Idle Shutdown – 10 MIN	EA	1	\$249.00	\$249.00
8	Operator Commanded Regeneration (OCR)	EA	1	\$249.00	\$249.00
9	Platform Running Boards	EA	1	\$319.00	\$319.00
10	Front Wheel Well Liners	EA	1	\$179.00	\$179.00
11	Backup Camera & Prep Kit	EA	1	\$414.00	\$414.00
12	Speed Limitation – 65 MPH	EA	1	\$79.00	\$79.00
13	Pre-Collision assist w/ Automatic Emergency Braking	EA	1	\$114.00	\$114.00
14	Spray in Service Body to Include Tops & Bumper	EA	1	\$1,150.00	\$1,150.00
15	Relocate Camera Once Crane Body is Complete	EA	1	\$285.00	\$285.00
16	5,000LB Crane Model EC500	EA	1	\$18,136.00	\$18,136.00
17	9FT Knapheide Crane Body	EA	1	\$23,400.00	\$23,400.00
18	Hydraulic Power Outriggers	EA	1	\$2,997.00	\$2,997.00
19	Compartment lights	EA	1	\$900.00	\$900.00
20	Cone Holder	EA	1	\$215.00	\$215.00
21	Grab Handles (2)	EA	1	\$235.00	\$235.00
22	Vise 6" Wilton Vise	EA	1	\$425.00	\$425.00
23	Vise Bracket	EA	1	\$240.00	\$240.00

24	3 Tool Shovel Rack	EA	1	\$335.00	\$335.00
25	Vanair Pro-Compressor/Generator	EA	1	\$5,995.00	\$5,995.00
26	Ship Through Second Stage	EA	1	\$625.00	\$625.00
27	Safety Kit Incl: First Aid, Triangle, Fire Extinguisher	EA	1	\$276.00	\$276.00
28	Backzone Reverse Parking Aide Sensors	EA	1	\$445.00	\$445.00
29	Led Spot Light Pillar	EA	1	\$695.00	\$695.00
30	Temporary Tag	EA	1	\$7.00	\$7.00
31	Upgrade to Vinyl 40/Min Console/40	EA	1	\$354.00	\$354.00
				Total:	\$99,880.00

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

INSURANCE AND REGISTRATION REQUIREMENTS

The City of Ormond Beach requires anyone who is performing work "on City owned property" to provide the City with proof of insurance for **General Commercial Liability, Automobile Liability, and Workers Compensation** insurance, in which the City is listed as a certificate holder and is listed as "additionally insured". The amount of coverage for each of these types of insurance depends on the dollar value of the contract. It is up to the user department to ensure that the proof of insurance complies with all of the City's requirements, as established by **ordinance**, before giving the contractor a notice to proceed. Such proof of insurance, marked to show compliance with the ordinance, shall be submitted with the requisition, and filed with the purchase order.

Contractors doing business within the city limits of Ormond Beach must be **registered** with the City's office of Building Inspections and Permitting. The user department is responsible for making sure that the contractor is registered to do business in the City.

Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate*
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)

\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. **The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.**



FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

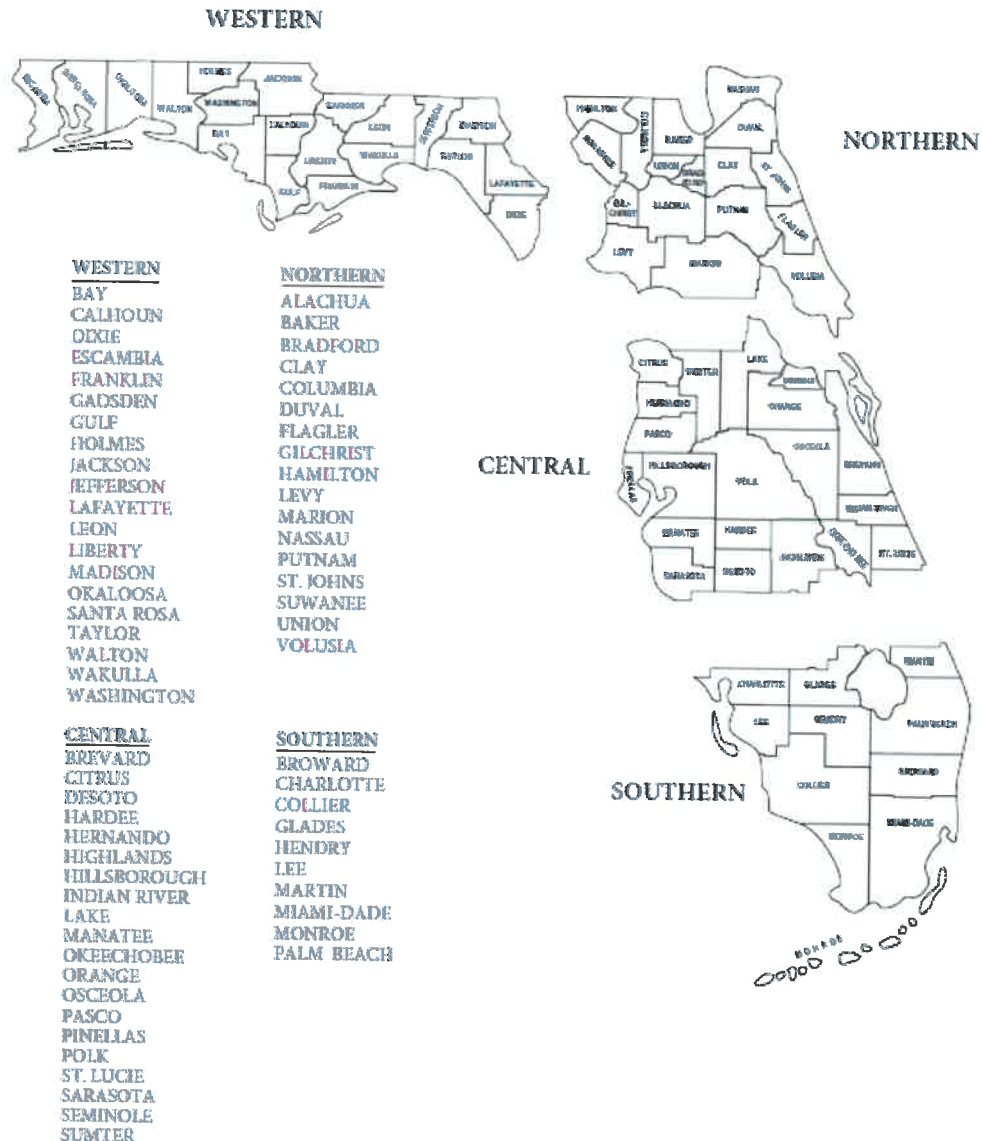
The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

**FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions**

Appendix B

FSA CONTRACT ZONE MAP



9.10.2015

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-VEH18.0 HEAVY TRUCKS CONTRACT

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - CAB AND CHASSIS TRUCKS: 17,500 LB GVWR Cab & Chassis (DRW) 4X4

Make: Chevrolet Model: Silverado 6500HD Regular Cab

Make: Chevrolet Model: Silverado 5500HD Regular Cab

Make: Ford Model: F-550 Super Cab

Make: Ford Model: F-550 Crew Cab

Make: Ford Model: F-550 Regular Cab

Make: Ford Model: F-600 Regular Cab

Make: International Model: CV

Make: Ram Model: 5500 Regular Cab

FSA Item Specifications Description:

1. Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: Limited slip or locking differential, If available.
2. ENGINE: Diesel engine, minimum 190 HP; Manufacturer's heavy-duty engine cooling; Heavy duty alternator. TRANSMISSION/AXLES: Manufacturer's standard automatic transmission.
3. COMFORT ITEMS: Air conditioning; 2 – keys and/or fobs; Manufacturer's standard AM/FM stereo; Heavy duty rubber floor; Vinyl seating.
4. SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and convex mirrors. BRAKES: 4- wheel ABS system; Front brakes disc type, rear brakes may be drum or disc.
5. TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 17,500 lb GVWR.
6. CHASSIS, FRAME, CAB: Cab to center of rear axle - 60" approximately; Minimum 17,500 lbs. GVWR; Cab & chassis only; Manufacturer's standard front bumper; Fuel tank capacity, 25 gallons minimum.

FSA20-VEH18.0, Heavy Trucks

Group: CAB AND CHASSIS TRUCKS: 17,500 LB GVWR Cab & Chassis (DRW) 4X4

Item: 46, Ford, F-550 Regular Cab, F5H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Palmetto Ford Truck Sales, Inc.	\$38,469.00	Build	Options
	Alternate	Duval Ford LLC	\$38,646.00	Build	Options
	Alternate	BOZARD FORD	\$39,084.00	Build	Options
Northern	Primary	Palmetto Ford Truck Sales, Inc.	\$38,269.00	Build	Options
	Alternate	Duval Ford LLC	\$38,646.00	Build	Options
	Alternate	BOZARD FORD	\$39,084.00	Build	Options
Central	Primary	Palmetto Ford Truck Sales, Inc.	\$38,169.00	Build	Options
	Alternate	Duval Ford LLC	\$38,646.00	Build	Options
	Alternate	BOZARD FORD	\$39,084.00	Build	Options
Southern	Primary	Palmetto Ford Truck Sales, Inc.	\$38,169.00	Build	Options
	Alternate	Duval Ford LLC	\$38,646.00	Build	Options
	Alternate	BOZARD FORD	\$39,084.00	Build	Options

ORMOND BEACH (REPL 363)

Prepared for:		Contract Holder		DATE:
ORMOND BEACH (REPL 363)		DUVAL FLEET		10/20/20
DANNY MCILLRATH		Bambi Darr		
386-676-3510		(Work) 904-381-6596		
Danny.McIlraith@ormondbeach.org		(Cell) 910-622-6544		
		(Fax) 904-387-6816		
		bambi.darr@duvallfleet.com		
		5203 Waterside Dr. Jax, FL 32210		NORTH
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.				
Code	Equipment	Price		
0 SPEC 46	2021 FORD F-550 REGULAR CAB AND CHASSIS DRW 4X4- F5H	\$ 38,646.00		✓
0 99T	6.7L V8 POWER STROKE DIESEL	NC		
0 44G	10-SPEED AUTOMATIC TRANSMISSION	NC		
0 660A	EQUIPMENT GROUP: XL	NC		
0 WB 145	145" WHEELBASE 60" CA	NC		
0 41P	TRANSFER CASE SKID PLATES	NC		
0 X4N	4.10 LIMITED SLIP	\$ 99.00		
0 52B	TRAILER BRAKE CONTROLLER	NC		
		\$ 269.00		
0 534	HEAVY DUTY TOWING-On all Chassis Includes trailer wiring to end of frame and bed center with appropriate body option, 6 or 7 way plug, Receiver Hitch class IV/V with solid ball mount, 2 5/16" ball	\$ 1,645.00		
0 62R	TRANSMISSION POWER TAKE-OFF PROVISION	\$ 279.00		
0 65C	DUAL DIESEL FUEL TANKS	\$ 624.00		
0 86B	PROGRAMMABLE ENGINE IDLE SHUTDOWN- 10 MIN	\$ 249.00		
0 98R	OPERATOR COMMANDED REGENERATION (OCR)	\$ 249.00		
0 18B	PLATFORM RUNNING BOARDS	\$ 319.00		
0 61L	FRONT WHEEL WELL LINERS	\$ 179.00		
0 872	BACKUP CAMERA & PREP KIT	\$ 414.00		
0 926	SPEED LIMITATION- 65MPH	\$ 79.00		
0 94P	PRE-COLLISION ASSIST W/ AUTOMATIC EMERGENCY BRAKING & FORWARD COLLISION WARNING	\$ 114.00		
0 SPRAY A & C	SPRAY IN SERVICE BODY TO INCLUDE TOPS & BUMPER	\$ 1,150.00		
0 CAMLOC	RELOCATE CAMERA ONCE CRANE BODY IS COMPLETE	\$ 285.00		
0 ELEC CRANE 15	5,000LB CRANE- 5,000 Lb. Stellar, Model EC5000 with 16' Power 4' Manual Reach, FM Pendant, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	\$ 18,136.00		
0 CB3	9FT KNAPHEIDE CRANE BODY- 6108DL30. Includes Dual Outtrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 5K Crane)	\$ 23,400.00		
0 KSB OPT 19	ELECTIC/HYDRAULIC POWER OUTRIGGERS	\$ 2,997.00		
0 OK OPT 1	COMPARTMENT LIGHTS	\$ 900.00		
0 KSB OPT 9	CONE HOLDER	\$ 215.00		
0 KSB OPT 13	GRAB HANDLES (2)	\$ 235.00		
0 KSB OPT 31	WISE 6" WILTON VISE	\$ 425.00		
0 KSB OPT 30	WISE BRACKET	\$ 240.00		
0 KSB OPT 1	3 TOOL SHOVEL RACK	\$ 335.00		
0 MACHINE 1	VAN AIR PRO-COMPRESSOR/GENERATOR, 20 CFM, 5000 WATT	\$ 5,995.00		
0 31*	SHIP THROUGH SECOND STAGE, INCL WEIGHT SLIP, MSO, CERTIFICATION & DEALER PDI	\$ 625.00		
0 SAFET 1	SAFETY KIT INCL: FIRST AID KIT, TRIANGLE KIT & FIRE EXTINGUISHER	\$ 276.00		
0 BACKZONE	BACKZONE REVERSE PARKING AIDE SENSORS	\$ 445.00		
0 LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED DRIVER SIDE	\$ 695.00		
0 TMP	TEMPORARY TAG- 30 Day Florida Temporary Tag	\$ 7.00		
0 L	UPGRADE TO THE VINYL 40/MIN CONSOLE/40	\$ 354.00		
0 Z1	EXTERIOR: OXFORD WHITE	NC		
0 LS	INTERIOR: GRAY VINYL 40/CONSOLE/40	NC		
0	VINYL FLOOR	NC		
VENDOR COMMENTS				
UNIT COST		\$ 99,860.00		
TOTAL QUANTITY		1		
TOTAL PURCHASE		\$ 99,860.00		

SPEC 46 CHASSIS

F-550 Regular Cab F5H

FSA20-VEH18

473	SNOW PLOW PREP PACKAGE (473) Availability: •Optional on all Chassis Cabs Not available with: •Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X), Ambulance Prep Packages (47A/47L) or Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J) Requires: •4x4 (F-350 only) •Pre-selected springs (See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations) •Alternator: 6.7L – 332 Amp Alternators (67A) Options Available: •397 Amp Alternators (67B) (diesel only) •240 Amp Alternators (67E) 6.2L Gas Engine	O	O	\$ 249.00	\$ 250.00
86S	Low Deflection Package (avail. on F-450, F-550 & F-600 only (NA w/4x4 w/145"WB))	O	O	\$ 109.00	\$ 110.00
98G	CNG/Propane Gaseous Engine Prep Package (req. 7.3L Gas Engine w/ F-450, F-550 or F-600)	O	O	\$ 314.00	\$ 315.00
63C	Aft-Axle Frame Extension (req. 145" or 169" wheelbase) – F-450/F-550/F-600 only (145" Wheelbase/60" CA – 42.4" aft-of-axle frame extension increases AF dimension to 89.4") (169" Wheelbase/84" CA – 32.4" aft-of-axle frame extension increases AF dimension to 79.6")	O	O	\$ 114.00	\$ 115.00
41H	Engine Block Heater	O	O	\$ 99.00	\$ 100.00
41P	Skid Plates – Transfer Case (4X4 only)	O	O	\$ 99.00	\$ 100.00
62R	Transmission Power Take-Off Provision (all engines include Mobile and Stationary PTO modes; 6.2L req. 4.30 final drive ratio; std on 6.7L Power Stroke® Diesel engine; std on F-600A)	O	O	\$ 279.00	\$ 280.00
86A	Programmable Engine Idle Shutdown – 5 minute	O	O	\$ 249.00	\$ 250.00
86B	Programmable Engine Idle Shutdown – 10 minute	O	O	\$ 249.00	\$ 250.00
86C	Programmable Engine Idle Shutdown – 15 minute	O	O	\$ 249.00	\$ 250.00
86D	Programmable Engine Idle Shutdown – 20 minute	O	O	\$ 249.00	\$ 250.00
98R	Operator Commanded Regeneration (req. 6.7L Power Stroke® Diesel engine)	O	O	\$ 249.00	\$ 250.00
86M	Dual Battery (Dual 78 AH; req. 6.2L Gas or 7.3L Gas engine; std on XL w/ 110V/400W Outlet (43C) and 7.3L Gas engine; std on XLT and Lariat w/ 7.3L Gas engine)	O	O	\$ 209.00	\$ 210.00
18A	Upfitter Interface Module	O	O	\$ 294.00	\$ 295.00
67B	397 Amp Alternators (req. 6.7L Power Stroke® Diesel engine; required with Rapid-Heat Supplemental Cab Heater (41A), Ambulance (47A/47L) or Fire Truck (47J/47K); req. 7.3L Gas reqs. Dual Battery (86M) – std on Lariat, required with 110V/400W Outlet (43C) or Snowplow (473) on XL & XLT; NA 6.2L or 6.8L)	O	O	\$ 114.00	\$ 115.00
67E	240 Amp Alternator (Opt. XL/XLT w/6.2L engine; required with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) when the 6.2L is ordered; NA w/67A or 6.7L)	—	—	\$ 84.00	\$ 85.00
65M	26.5 Gallon Mid Ship (NA w/193" WB Regular Cabs & 203.4" WB Crew Cabs equipped w/gas engines; included with F-350 SRW w/Payload Downgrade Pkg. (68D); removes 40 gallon fuel tank)	O	O	\$ 124.00	\$ 125.00
65C	Dual Diesel – combines 40 gallon aft-of-axle & 26.5 gallon mid ship tank (req. DRW) DUAL-40 & 26.5	O	O	\$ 624.00	\$ 625.00

Trailer Towing Equipment						
	546	Manual Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror	P-90L	—		
	54K	Manual Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals; req. Utility Lighting System (63A) and Power Equipment Group (90L) on XL	O	S		
	54L	Manual Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals, 102" Width; DRW only; req. Power Equipment Group (90L) on XL; NA w/ 6.2L gas engine (996) or F-350 4x2; Utility Lighting System (63A) is std on XL and XLT	O	O	\$ 644.00	\$ 645.00
	54F	Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights)	—	O	\$ 279.00	\$ 280.00
	63A	Utility Lighting System (LED Side-mirror Spotlights) (req. Manual Telescoping (54K); std on XLT when ordering 54F)	O	O	\$ 159.00	\$ 160.00
	534	COMPLETE TRAILER TOWING PACKAGE. Recommend (535) High Capacity TT on 450/550 and (52B) Trailer brake controller). On all Chassis Includes trailer wiring to end of frame and bed center with appropriate body option, 6 or 7 way plug, Receiver Hitch class IV/V with solid ball mount, 2 5/16" ball with pin and clip.	O	O	\$ 1,645.00	\$ 1,646.00
	535	TRAILER TOW PACKAGE – HIGH CAPACITY (535) Availability: •Optional on all F-450 and F-550 Not available with: •Ambulance Prep Packages (47A/47L) Requires: •6.7L Power Stroke® Diesel engine (99T) •4.30 Limited-slip rear-axle (X4L) available on F-450 (or F-550 w/Base Payload or Payload Downgrade Package (68D)) •4.88 Limited-slip rear-axle (X8L) available on F-550 w/Payload Plus Upgrade Package (68M) Includes: •Trailer brake wiring kit (not included if 52B Trailer Brake Controller is ordered) •Increase GCW on diesel engine from 32,500 lbs. to 35,000 lbs. (F-450) •Increase GCW on diesel engine from 32,500 lbs. to 40,000 lbs. (F-550) •Upgraded rear-axle •Trailer brake controller not included with XL, but can be added on this package via sales code 52B	O	O	\$ 579.00	\$ 580.00
	52B	Trailer Brake Controller (TBC) (Verified to be compatible with electronic actuated drum brakes only. NA w/531 Trailer Tow Pkg.; includes Smart Trailer Tow Connector)	O	S	\$ 269.00	\$ 270.00
	531	Trailer Tow wiring (NA w/F-600A)	O	—	\$ 44.00	\$ 45.00
KEY EXTERIOR OPTIONS						
	18B	Platform Running Boards	O	O	\$ 319.00	\$ 320.00
	60C	Audible Lane Departure Warning (reqs. Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning)	O	O	\$ 114.00	\$ 115.00

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	94P	Pre-Collision Assist with Automatic Emergency Braking (AEB), Automatic High Beam and Forward Collision Warning	O	O	\$ 114.00	\$ 115.00
	59H	Center High-Mounted Stop Lamp (CHMSL) (opt. for vehicles with GVWR over 10,000 lbs.; required with Payload Downgrade Package (68D) for vehicles with GVWR 10,000 lbs. or less)	O	O	NC	NC
	872	Rear View Camera and Prep Kit (includes loose camera, wiring bundle); required on 10,000 GVWR and under	O	O	\$ 414.00	\$ 415.00
	595	FOG Lamps (reqs. XL Décor (17F) on XL	O	O	\$ 129.00	\$ 130.00
	153	Front License Plate Bracket Note: See "Emissions" section for additional information	O	O	NC	NC
	43B	Defrost with Fixed and Privacy Glass (Privacy Glass is standard on XLT; XL req. Privacy Glass (924) and XL Power Equipment Group (90L)	O	O	\$ 59.00	\$ 60.00
	16T	Floor Mats, All-Weather (Dealer Installed) Two piece	O	O	\$ 164.00	\$ 165.00
	166	Carpet Delete (XLT & Lariat replaced w/black flooring)	S	O	NC	NC
	62M	Power-Adjustable Pedals	—	O	\$ 119.00	\$ 120.00
	41A	Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine)	O	O	\$ 249.00	\$ 250.00
	43C	110V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet; 2 nd outlet in the console req. 40/Console/40 seats; req. 332 Amp Alternator (67A) when 6.7L Power Stroke® Diesel engine is ordered and 240 Amp Alternator (67E) when the 6.2L 2 Valve Gas Engine is ordered and the 397 Amp Alternators (67B) when 7.3L Gas is ordered 110V/400W	O	S	\$ 174.00	\$ 175.00
	76S	Remote Start System (req. 90L Power Equipment Group)	O	O	\$ 249.00	\$ 250.00
		Audio				
	913	SYNC® 3— Enhanced Voice Recognition Communication and Entertainment System — 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability — Pinch-to-Zoom capability included with available Voice-Activated Touchscreen Navigation System — AppLink® — 911 Assist® — Apple CarPlay™ and Android Auto™ — Smart-Charging USB-C Ports – two (2) Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software	—	S		
	39S	SiriusXM® Radio (Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii.); adds one (1) I/P mounted center speaker on XL only	O	S	\$ 184.00	\$ 185.00
	21N	Voice-activated Navigation with HD and SiriusXM Radio2 Traffic and Travel Link® (SiriusXM Traffic and Travel Link® includes a 5-year prepaid subscription	—	O	\$ 569.00	\$ 570.00
	1	Cloth, 40/20/40 Split Bench w/center armrest, cupholder and manual lumbar (driver's side only)	O	—	\$ 99.00	\$ 100.00
	L	Vinyl, 40/Mini Console/40 manual lumbar (driver's side only)	O	—	\$ 354.00	\$ 355.00

	47J	FIRE/RESCUE PREP PACKAGE W/EPA SPECIAL EMISSIONS – FOR DIESEL ENGINE (47J) •Optional on XL and XL T (Fleet Only) Not available with: •Snow Plow Prep Package (473), Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X) or Ambulance Prep Packages (47A/47L) Requires: •6.7L Power Stroke® Diesel engine (99T) Includes: •397 Amp Alternator (67B) •7000 lbs. Max Front Springs/GAWR rating for configuration selected •Operator Commanded Regeneration (OCR) NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module.	O	O	\$ 1,204.00	\$ 1,205.00
	525	Cruise Control (steering wheel-mounted)	O	—	\$ 234.00	\$ 235.00
	942	Daytime Running Lamps (DRL) (the non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable)	O	O	\$ 44.00	\$ 45.00
	926	Speed Limitation – 65-mph governed top speed	O	O	\$ 79.00	\$ 80.00
	927	Speed Limitation – 75-mph governed top speed	O	O	\$ 79.00	\$ 80.00
	63G	Bright Grille (reqs. XL Décor Group (17F))	O	S	NC	NC
	17F	XL DÉCOR GROUP (17F) Availability: •Optional on XL (Fleet Only) •Chrome front bumper Options •Bright chrome hub covers and center ornaments (F-350 SRW only)	O	—	\$ 219.00	\$ 220.00
	87H	Hood Deflector – Black Molded	O	O	\$ 129.00	\$ 130.00
	21X	Vehicle Safe by Console Vault (reqs. Seat-Bucket 40/console/40)	—	O	\$ 329.00	\$ 330.00
	76C	Exterior Backup Alarm, may be dealer installed.	O	O	\$ 139.00	\$ 140.00
	91S	LED Warning Strokes – Amber (req. Center High-mounted Stop Lamp (CHMSL); includes center high-mounted stop light bar and two (2) hood mounted lights	O	O	\$ 674.00	\$ 675.00
	91G	LED Warning Strokes – Amber-White (req. Center High-mounted Stop Lamp (CHMSL); includes center high-mounted stop light bar and two (2) hood mounted lights)	O	O	\$ 724.00	\$ 725.00
	945	Stainless Steel Wheel Covers – Front & Rear (NA F-350 SRW; req. 64K 17" Argent Painted Steel Wheel or 64Z 19.5" Argent Painted Steel Wheel)	O	O	\$ 409.00	\$ 410.00
	61L	Wheel Well, Front	O	O	\$ 179.00	\$ 180.00
	31*	Ship through second stage chassis Modifier with selected up-fit. Second stage MSO and body certification in accordance with FMVSS, state and local regulations. Incomplete chassis modified according to FordMoCo's body modifier guide validating OEM new vehicle warranty. Pre-delivery inspection in accordance with manufacturer's requirements.	O	O	\$ 625.00	NA
ADDITIONAL OPTIONS - INTERIOR						
	STLIGHT	Streamlight Rechargeable Stinger Flashlight-75712	O	O	\$ 189.00	NA
	THMS500-PPI	500 Watt Inverter with Dash Switch- includes TH0002	O	O	\$ 396.00	NA
	TH750S	750 Watt Inverter with Dash Switch- includes TH0002	O	O	\$ 596.00	NA
	TH1000	1000 Watt Inverter with Dash Switch	O	O	\$ 642.00	NA

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TH1500	1500 Watt Inverter with Dash Switch- includes TH0002	O	O	\$	695.00	NA
TH2000	2000 Watt Inverter with Dash Switch	O	O	\$	796.00	NA
TH3000	3000 Watt Inverter with Dash Switch	O	O	\$	966.00	NA
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	O	O	\$	1,495.00	NA
DSI-REMOTE	Remote control for Dimensions	O	O	\$	145.00	NA
USB Iphone	HD Charge Wire for Iphone-USB IPHONE	O	O	\$	39.00	NA
USB Android	HD Charge Wire for Android-USB ANDROID	O	O	\$	39.00	NA
SAFET1	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher (Specify mounting location) B500T, PET449, 6430	O	O	\$	276.00	NA
SAFET2	First Aid, Fire Extinguisher (specify mounting location) and Road LED Kit-6430, B500T, 1140-4PACK	O	O	\$	536.00	NA
SAFET3	All Purpose Anti Bacterial Wipes, FDA Approved (50 Count) With Face Mask	O	O	\$	50.00	NA
PHONE	Car Cup Holder Phone Mount	O	O	\$	80.00	NA
WTM 2	All Weather Laser Cut Floor Mats- 2 Piece	O	O	\$	215.00	NA
WTM 4	All Weather Laser Cut Floor Mats- 4 Piece	O	O	\$	290.00	NA
CONSOLE/LAPTOP						
CC-MC-14-FT-K	14" Basic Console Package: 4" Dual Beverage Holder, Console Tray, 2-DC Outlets, 1- Dual USB Port Faceplate, Height Adjustable Arm Rest (SPECIFY RADIO MODEL AT THE TIME OF ORDER)	O	O	\$	742.50	NA
CC-WBOS-16-F	16" Wide Body Console with Open Storage on Side of Console: 4" Dual Beverage Holder, Console Tray, 2-DC Outlets, 1- Dual USB Port Faceplate, Height Adjustable Arm Rest (SPECIFY RADIO MODEL AT THE TIME OF ORDER)	O	O	\$	875.00	NA
CC-WBOS-20-F	20" Wide Body Console with Open Storage on Side of Console: 4" Dual Beverage Holder, Console Tray, 2-DC Outlets, 1- Dual USB Port Faceplate, Height Adjustable Arm Rest (SPECIFY RADIO MODEL AT THE TIME OF ORDER)	O	O	\$	887.50	NA
CC-WBOS-16-F	16" Wide Body Console Package with Open Storage on Side of Console: 4" Dual Beverage Holder, Console Tray, 2-DC Outlets, 1- Dual USB Port Faceplate with Lidded File Padded Box (SPECIFY RADIO MODEL AT THE TIME OF ORDER)	O	O	\$	993.75	NA
CM-F15-SA-KIT	LapTop Stand Passenger side mounted with Universal Computer Tray	O	O	\$	717.50	NA
CM-SDMT-SL-KI	Lap Top Mount with Easy One Handed Slide Arm and Universal Computer Tray. Use when ordering Troy Console	O	O	\$	735.00	NA
ADDITIONAL OPTIONS - EXTERIOR						
VV	Vent Shades	O	O	\$	175.00	NA
PINTLE BC	Pintle Ball Combination 2 5/16" with Adjustable Shank	O	O	\$	350.00	NA
PINTLE FX	Pintle Ball Combination 2 5/16" with Fixed Shank	O	O	\$	285.00	NA
BOARDS R	Aries 3" Tubular Running Boards- Black	O	O	\$	495.00	NA
BOARDS C	Aries 4" Oval Running Boards- Black	O	O	\$	515.00	NA
BS	Bug Shield	O	O	\$	140.00	NA
3K RKE	Programmed Integrated Key Transmitter Fob	O	O	\$	350.00	NA
3K PATS	Programmed Key with Pats Technology, Fleet Key	O	O	\$	225.00	NA
2 TONE	Two Tone Paint Scheme, Roof and Doors	O	O	\$	1,896.00	NA
2 TONE D	Two Tone Paint Scheme, Doors Only	O	O	\$	1,496.00	NA
BUA	Backup Alarm	O	O	\$	130.00	NA
CAMLOC	Relocate/ Install factory supplied camera when adding second stage body or option	O	O	\$	285.00	NA
BACKZONE	Reverse Sensing System, Dealer Installed	O	O	\$	445.00	NA

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SPRAY A	HD Spray In Bedliner, Includes Compartment Tops, Interior and Tailgate- 9 Foot Bed	O	O	\$	995.00	NA
SPRAY B	HD Spray In Bedliner, Includes Compartment Tops, Interior and Tailgate- 10 or 11 Foot Bed	O	O	\$	1,135.00	NA
SPRAY C	HD Spray in Bedliner on Bumper	O	O	\$	155.00	NA
SPRAY D	HD Spray in Bedliner for Enclosed Service Body, Includes Floor and 16" up side walls	O	O	\$	1,525.00	NA
UCOAT	Under Coating	O	O	\$	795.00	NA
TINT 1	Window Tint On Front 2 Windows Including Windshield Strip	O	O	\$	265.00	NA
TINT 2	Tint All Windows 4 Door Including Windshield Strip	O	O	\$	385.00	NA
DECAL 1	Graphics- Basic Fleet Package	O	O	\$	300.00	NA
DECAL 2	Graphics- Customized Package With Unit numbers	O	O	\$	450.00	NA
NITRO	Nitrogen Filled Tires In Lieu Of Std. Factory Fill. Fuel Economy Saver Due To Tire Pressure Consistency, On Ground	O	O	\$	345.00	NA
	GRILL GUARD AND WINCH					
57-93905	Westin HDX Wrap Around Grille Guard with winch plate	O	O	\$	1,295.00	NA
57-3905	Westin HDX Wrap Around Grille Guard without winch plate	O	O	\$	1,195.00	NA
WARN WGG	Warn wrap around grill guard with winch plate 88240, 98080, 98090, 98095	O	O	\$	1,530.00	NA
WARN 15K	15000# Warn Winch with Remote	O	O	\$	2,426.00	NA
WARN 10K	10000# Warn Winch with Remote [103252]	O	O	\$	950.00	NA
WARN 12K	12000# Warn winch with Remote [103254]	O	O	\$	1,270.00	NA
	CABSHIELDS					
CABSHLD	Cab Shield with Mesh Window, Includes Black Powder Coating	O	O	\$	625.00	NA
CABSHLD B	Cab Shield with Mesh Window, Includes Black Powder Coating and Beacon Provision	O	O	\$	650.00	NA
CABSHLD L	Cab Shield with Mesh Window, Includes Black Powder Coating and Lightbar Provision	O	O	\$	675.00	NA
CABSHLD A	Cab Shield, Aluminum	O	O	\$	895.00	NA
	LIGHTING: See lighting submission document for additional lighting options.					
LEDSPOT	LED Pillar Mounted Spotlight- 325PL-0002, 189, P46SLC	O	O	\$	695.00	NA
GOLITE	LED Permanent Mount Go-Light brand spot light 20074GT	O	O	\$	725.00	NA
SBL	3RD Brake Light Safety Pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	O	O	\$	279.00	NA
LED PKG 1	4 Corner Flashing System (2 Surface Mounted In Grille, 2 In Tail Lights) (Specify color at time of order) MCRNS*, MCRNB1, VTX609*	O	O	\$	675.00	NA
LED PKG 2	16" Mini Whelen Led Century Light Bar - Amber light with Amber Lens- MC16PA	O	O	\$	495.00	NA
LED PKG 3	16" Mini Whelen Led Century Light Bar - Amber light with Clear- MC16PCA	O	O	\$	550.00	NA
LED PKG 4	16" Mini Whelen Led Century Light Bar - Amber/white lights with Clear Lens- MC16PF	O	O	\$	550.00	NA
LED PKG 5	23" Mini Whelen Led Century Light Bar - Amber light with Amber Lens- MC23PA	O	O	\$	695.00	NA
LED PKG 6	23" Mini Whelen Led Century Light Bar - Amber light with Clear- MC23PCA	O	O	\$	695.00	NA
LED PKG 7	23" Mini Whelen Led Century Light Bar - Amber/white lights with Clear Lens- MC23PF	O	O	\$	695.00	NA

		Tuckaway				
TA1		1500# Tuckaway Maxon t15	O	O	\$ 4,696.00	NA
TA2		2000# Tuckaway Walco c-20	O	O	\$ 4,696.00	NA
TA3		2500# Tuckaway Walco c-25	O	O	\$ 5,471.00	NA
TA4		2500# Tuckaway Tommy Gate tkt8025	O	O	\$ 7,146.00	NA
TA5		3000# Tuckaway Tommy Gate tkt8030	O	O	\$ 7,346.00	NA
OPTIONAL BODIES (Requires option (31*) Ship thru						
SERVICE BODY						
DK 5		Dakota 9ft DRW "SB" Svc Body - Steel (Ford, RAM, GM)	O	O	\$ 9,927.00	
DK 6		Dakota 11ft DRW "SB" Svc Body - Steel (Ford, RAM, GM)	O	O	\$ 10,497.00	
DK 7		Dakota 11ft DRW "SB" Svc Body - Steel w/ Fliptop Lids (Ford, RAM, GM)	O	O	\$ 11,727.00	
DK 8		Dakota 11ft DRW "SB" Svc Body - Aluminum (Ford, RAM, GM)	O	O	\$ 11,097.00	
DK 9		Dakota 11ft DRW "SB" Svc Body - Aluminum w/ Fliptop Lids(Ford, RAM, GM)	O	O	\$ 12,327.00	
DK OPT 1		LED Compartment Light - LED strip lighting in each compartment option for 8' and 9' Dakota "SB" Svc Body	O	O	\$ 900.00	
DK OPT 2		LED Compartment Light - LED strip lighting in each compartment option for 11' Dakota "SB" Svc Body	O	O	\$ 1,035.00	
KSB 3		9' Knapheide 6108D54 DRW 60" CA. Includes Step Bumper, Tail & Tag Light, Slam Lock Tailgate and Rotary Style Latches	O	O	\$ 10,297.00	NA
KSB 4		9' Knapheide 6108D54F DRW Flip Top 60" CA. Includes Step Bumper, Tail & Tag Light, Slam Lock Tailgate and Rotary Style Latches	O	O	\$ 11,097.00	NA
KSB 5		9' Knapheide 6108D54F40 DRW Flip Top 60" CA	O	O	\$ 11,197.00	NA
KSB 6		9' Knapheide 6108D54H46 DRW 60" CA	O	O	\$ 10,967.00	NA
KSB 7		9' Knapheide 6108D54H60 DRW 60" CA	O	O	\$ 11,547.00	NA
KSB 8		11' Knapheide 6132D54 DRW 84" CA	O	O	\$ 11,122.00	NA
KSB 9		11' Knapheide 6132D54F DRW Flip Top 84" CA	O	O	\$ 12,447.00	NA
KSB 10		11' Knapheide 6132D54H46 DRW 84" CA	O	O	\$ 12,047.00	NA
KSB 11		11' Knapheide 6132D54H60 DRW 84" CA	O	O	\$ 12,297.00	NA
KSB 12		9' Aluminum Utility Body DRW , A6110D54-2 60" CA. Includes Step Bumper, LED Tail lights and Interior & Exterior paint	O	O	\$ 12,497.00	NA
KSB 13		9' A6110D54F FLIP TOP DRW 60" CA. Includes Step Bumper, LED Tail lights and Interior & Exterior paint	O	O	\$ 15,097.00	NA
KSB 14		11' Aluminum Utility Body, DRW A6132D54-2 84" CA. Includes Step Bumper, LED Tail lights and Interior & Exterior paint	O	O	\$ 16,072.00	NA
RSB 1		9' Reading Standard Line utility body factory powder coated white with SST paddle latches. Req 60" CA [AF SLU108ADW SL 21301]	O	O	\$ 10,866.00	NA
RSB 2		9' Reading Standard Line utility body factory powder coated white with flip Top Lids & SST paddle latches. 60" CA [AF SLU108ADW SL 21301 SML]	O	O	\$ 12,114.00	NA
RSB 3		9' Reading Classic II utility body reading Classic II factory powder coated white with SST Paddle Latches. Req's 60" CA Dual Rear Wheel. [AF U108ADRW]	O	O	\$ 11,496.00	NA
RSB 4		9' Reading Classic II utility body reading Classic II factory powder coated white with SST Paddle Latches and Flip Top Lids. Req's 60" CA Dual Rear Wheel [AF U108ADRW SML]	O	O	\$ 12,744.00	NA

DESB 2	Dakota 11ft DRW Enclosed "DUC" Body - Aluminum (Ford, RAM, GM) w/ 62.5" Inside Height, tapered sides, rear door clear opening height of 55", one (1) drop down rear access door on each side of rear of body	O	O	\$ 16,642.00	NA
KESB 1	9' Knapheide Enclosed DRW Utility Body, KC108L2094, 51" Interior Height. Includes Step Bumper, Master Locks, LED Tail Lights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors and Rear Solid Door	O	O	\$ 14,997.00	NA
KESB 2	9' Knapheide Enclosed DRW Utility Body, KC108M2094, 61" Interior Height. Includes Step Bumper, Master Locks, LED Tail Lights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors and Rear Solid Door	O	O	\$ 15,253.00	NA
KESB 3	9' Knapheide Enclosed DRW Utility Body, KC108H2094, 73" Interior Height. Includes Step Bumper, Master Locks, LED Tail Lights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors and Rear Solid Door	O	O	\$ 15,458.00	NA
KESB 4	11' Knapheide Enclosed DRW Utility Body, KC132L2094, 51" Interior Height. Includes Step Bumper, Master Locks, LED Tail Lights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors and Rear Solid Door	O	O	\$ 16,038.00	NA
KESB 5	11' Knapheide Enclosed DRW Utility Body, KC132M2094, 61" Interior Height. Includes Step Bumper, Master Locks, LED Tail Lights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors and Rear Solid Door	O	O	\$ 16,291.00	NA
KESB 6	11' Knapheide Enclosed DRW Utility Body, KC132H2094, 73" Interior Height. Includes Step Bumper, Master Locks, LED Tail Lights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors and Rear Solid Door	O	O	\$ 16,545.00	NA
RESB 1	9' Reading 50" Panel Top Powder Coated White for 60" CA DRW Body [AF PAI50-108DW]	O	O	\$ 15,471.00	NA
RESB 2	9' Reading 50" Tapered Panel Top Powder Coated White for 60" CA DRW Body [AF TPA50-108DW]	O	O	\$ 15,647.00	NA
RESB 3	9' Reading 60" Panel Top Powder Coated White for 60" CA DRW Body [AF PAI60-108DW]	O	O	\$ 15,438.00	NA
RESB 4	9' Reading 60" Tapered Panel Top Powder Coated White for 60" CA DRW Body [AF TPA60-108DW]	O	O	\$ 15,685.00	NA
RESB 5	9' Reading 72" Panel Top Powder Coated White for 60" CA DRW Body [AF PAI72-108DW]	O	O	\$ 16,899.00	NA
RESB 6	9' Reading 72" Tapered Panel Top Powder Coated White for 60" CA DRW Body [AF TPA72-108DW]	O	O	\$ 16,599.00	NA
RESB 7	11' Reading 60" Panel Top Powder Coated White for 84" CA DRW Body [AF PAI60-132DW]	O	O	\$ 18,000.00	NA
RESB 8	11' Reading 60" Tapered Panel Top Powder Coated White for 84" CA DRW Body [AF TPA60-132DW]	O	O	\$ 18,247.00	NA
RESB 9	11' Reading 72" Panel Top Powder Coated White for 84" CA DRW Body [AF PAI72-132DW]	O	O	\$ 19,606.00	NA
RESB 10	11' Reading 72" Tapered Panel Top Powder Coated White for 84" CA DRW Body [AF TPA72-132DW]	O	O	\$ 19,852.00	NA
	Knapheide Utility Body Options				
KSB Opt 1	3 Tool Shovel Rack	O	O	\$ 335.00	NA
KSB Opt 2	6 Drawer Cabinet	O	O	\$ 2,100.00	NA

KSB Opt 3	6 Drawer Mechanics Tool box	O	O	\$	2,101.00	NA
KSB Opt 4	Boom Tip Light	O	O	\$	870.00	NA
KSB Opt 5	Bumper 18" Shelf	O	O	\$	1,250.00	NA
KSB Opt 6	Bumper: 20" Storage Shelf Bumper	O	O	\$	2,100.00	NA
KSB Opt 7	Bumper: Tail Shelf Bumper 16"	O	O	\$	1,215.00	NA
KSB Opt 8	Cable Step	O	O	\$	350.00	NA
KSB Opt 9	Cone Holder	O	O	\$	215.00	NA
KSB Opt 10	Cone Holder, Folding	O	O	\$	340.00	NA
KSB Opt 11	D Rings in Cargo Area	O	O	\$	499.00	NA
KSB Opt 12	E Track In Cargo Area	O	O	\$	345.00	NA
KSB Opt 13	Grab Handles (2)	O	O	\$	235.00	NA
KSB Opt 14	Igloo Cooler	O	O	\$	125.00	NA
KSB Opt 15	Igloo Cooler Mount	O	O	\$	225.00	NA
KSB Opt 16	Led Work Lights (2)	O	O	\$	615.00	NA
KSB Opt 17	Mud & Stone Guard	O	O	\$	225.00	NA
KSB Opt 18	Outriggers: Electric/ Hydraulic Outriggers [Requires Electric Crane selection]	O	O	\$	4,197.00	NA
KSB Opt 19	Outriggers: Fully Hydraulic	O	O	\$	2,997.00	NA
KSB Opt 20	Paint: Knapheide Exterior Factory Paint	O	O	\$	1,150.00	NA
KSB Opt 21	Paint: Compartment Interior	O	O	\$	1,152.00	NA
KSB Opt 22	Power Take Off	O	O	\$	2,972.00	NA
KSB Opt 23	Raised Bottle Gas Compartment	O	O	\$	1,696.00	NA
KSB Opt 24	Shelving: Pull Out Shelves (each)	O	O	\$	554.00	NA
KSB Opt 25	Shelving: Pull out Tray	O	O	\$	794.00	NA
KSB Opt 26	Shelving: Stationary Shelves	O	O	\$	230.00	NA
KSB Opt 27	Spare tire retainer	O	O	\$	180.00	NA
KSB Opt 28	Treadplate Overlay Cargo Area	O	O	\$	1,150.00	NA
KSB Opt 29	Treadplate Overlay Compartment Tops	O	O	\$	1,175.00	NA
KSB Opt 30	Vise Bracket	O	O	\$	240.00	NA
KSB Opt 31	Vise: 6" Wilton Vise	O	O	\$	425.00	NA
Machine 1	Vanair Pro Compressor/Generator, 20 CFM, 5000 Watt	O	O	\$	5,995.00	NA
Machine 2	Hydraulic 40CFM Compressor	O	O	\$	8,346.00	NA
Machine 3	20 CFM Gas Air Compressor and Reel	O	O	\$	4,700.00	NA
Machine 4	VMAC VR70 Gas	O	O	\$	11,500.00	NA
Machine 5	VMAC VR70 Diesel Application	O	O	\$	14,900.00	NA
Machine 6	Enpac Welder Generator Compressor, Diesel	O	O	\$	18,430.00	NA
Machine 7	Enpac Welder Generator Compressor, Gas	O	O	\$	14,840.00	NA
Machine 8	Miller Bobcat 250 Welder	O	O	\$	7,340.00	NA
FLAT BED BODIES						
KFB 1	9' Knapheide Flat Bed, PVMXS. Requires 60" CA. Includes Steel Flat Bed, Bulkhead with Window, 40" Sides and Mud Flaps	O	O	\$	8,747.00	NA
KFB 2	12' Knapheide Flat Bed, PVMXS. Requires 84" CA. Includes Steel Flat Bed, Bulkhead with Window, 40" Sides and Mud Flaps	O	O	\$	8,747.00	NA
KFB 3	14' Knapheide Flat Bed, PVMXS. Requires 108" CA. Includes Steel Flat Bed, Bulkhead with Window, 40" Sides and Mud Flaps	O	O	\$	9,447.00	NA
KFB 4	9' Knapheide Aluminum Flat Bed DRW, ALPB93. Requires 60" CA. Includes Steel Flat Bed, Bulkhead with Window, 40" Sides and Mud Flaps	O	O	\$	11,520.00	NA
KFB 5	12' Knapheide Aluminum Flat Bed DRW, ALPB123. Requires 84" CA. Includes Steel Flat Bed, Bulkhead with Window, 40" Sides and Mud Flaps	O	O	\$	12,095.00	NA

LCB 1	Liftmoore 9ft DRW TM4 Crane Body (Ford, RAM, GM) (must be ordered with a Liftmoore 4000X-16PKG crane - see below)	O	O	\$ 19,050.00	NA
LCB 2	Liftmoore 11ft DRW TM6 Crane Body (Ford, RAM, GM) (must be ordered with a Liftmoore 2550X-20PKG crane - see below)	O	O	\$ 34,490.00	NA
CB 1	9' Knapheide Crane Body, 6108D54 R3. Includes Single Manual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 3K Crane)	O	O	\$ 13,600.00	NA
CB 2	9' Knapheide Crane Body, 6108D54 R4. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 4K Crane)	O	O	\$ 14,900.00	NA
CB 3	9' Knapheide Crane Body, 6108DL30. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 5K Crane)	O	O	\$ 23,400.00	NA
CB 4	9' Auto Crane Body, Titan16. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 4K Crane)	O	O	\$ 19,850.00	NA
CB 5	9' Knapheide Crane Body with 21" Storage Bumper, 6108DL44. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 6K-7K Crane)	O	O	\$ 26,200.00	NA
CB 6	9' Auto Crane Body, Titan 38. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 5K- 7K Crane)	O	O	\$ 26,900.00	NA
CB 7	11' Knapheide Crane Body, 6132D54 R3. Includes Single Manual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 3K Crane)	O	O	\$ 14,900.00	NA
CB 8	11' Knapheide Crane Body, 6132D54 R4. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 4K Crane)	O	O	\$ 16,200.00	NA
CB 9	11' Auto Crane Body, Titan16. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 4K Crane)	O	O	\$ 21,400.00	NA
CB 10	11' Knapheide Crane Body, 6132DL30. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 5K Crane)	O	O	\$ 24,000.00	NA
CB 11	11' Auto Crane Body, Titan 38. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 5K-7K Crane)	O	O	\$ 27,500.00	NA
CB 12	11' Knapheide Crane Body with 21" Storage Bumper, 6132DL44. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 6K-7K Crane)	O	O	\$ 26,600.00	NA
CB OPT 1	Auto Crane Master Locks	O	O	\$ 1,502.00	NA
	FLAT BED - CRANE REINFORCED				
KFBC 1	9' Steel Flatbed with 20" Pedestal. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 4K Crane)	O	O	\$ 12,800.00	NA
KFBC 2	9' Steel Flatbed with 20" Pedestal. Includes Single Manual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper (Use with 3K Crane)	O	O	\$ 12,600.00	NA

SPEC 46 CHASSIS

F-550 Regular Cab F5H

FSA20-VEH18

ELEC CRANE 14	5,000 Lb. Liftmoore, Model 5000x 12-20 with 20' Power Reach, Hardwired Pendant, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 19,636.00	NA
ELEC CRANE 15	5,000 Lb. Stellar, Model EC5000 with 16' Power 4' Manual Reach, FM Pendant, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 18,136.00	NA
ELEC CRANE 16	5,000 Lb. Ventura, Model ET25 KX with 20' Power Reach, Hardwired Pendant, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 20,586.00	NA
ELEC CRANE 17	5,000 Lb. Stellar, Model 5521 with 20' Power Reach, FM Control, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 22,236.00	NA
ELEC CRANE 18	6,000 Lb. Auto Crane, Model EHC6-20 With Hardwired Pendant, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 23,836.00	NA
ELEC CRANE 19	6,000 Lb. Liftmoore, Model 6036X-20 WP With Hardwired Pendant, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 21,886.00	NA
ELEC CRANE 20	6,000 Lb. Stellar, Model EC6000 with FM Control, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 19,786.00	NA
ELEC CRANE 21	6,000 Lb. Ventura, Model ET36KX With Hardwired Pendant, Boom Rest, Auxiliary Battery, Circuit Breaker and Crane Annual Inspection Decal	O	O	\$ 21,436.00	NA
HYDRAULIC CRANE					
HYD CRANE 1	4,000 Lb. Stellar Crane- Model 69393S 4421-20' Reach, Proportional FM Control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 23,612.00	NA
HYD CRANE 2	4,000 Lb. Liftmoore Crane- Model 1640XP with 16' Reach, Proportional HW Control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 21,815.00	NA
HYD CRANE 3	5,000 Lb. Auto Crane HC5 with 20' Power Reach, FM Wireless Control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 26,136.00	NA
HYD CRANE 4	5,000 Lb. Liftmoore, Model 2550XP-12 with 16' Power 4' Manual Reach, Wireless Control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 24,611.00	NA
HYD CRANE 5	5,000 Lb. Stellar 5521 with 21' Power Reach, FM Wireless Control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 24,436.00	NA
HYD CRANE 6	5,000 Lb. Ventura HT25KX 16' Power Reach, 4' Manual, FM Wireless Control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 25,436.00	NA
HYD CRANE 7	6,000 Lb. Auto Crane, Model HC6 with 20' Power Reach, FM wireless control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 26,236.00	NA
HYD CRANE 8	6,000 Lb. Liftmoore 3660XP with 16' Power Reach, 4' Manual, FM wireless control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 25,436.00	NA
HYD CRANE 9	7,000 Lb. Stellar 7621 with 20' Power Reach, FM Wireless Control, 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest and Annual Crane Certification & Decal (Requires PTO)	O	O	\$ 26,936.00	NA

Gas Premium 5.100	PremiumCare Ford Protect Extended service plan for Incomplete chassis. Five Year, 100,000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 10/2019	0	0	\$ 4,435.00	\$ 4,435.00
DIESEL Base 575	Base Care Ford Protect Extended service plan for Incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 10/2019	0	0	\$ 3,125.00	\$ 3,125.00
DIESEL Base 5.100	Base Care Ford Protect Extended service plan for Incomplete chassis. Five Year, 100,000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 10/2019	0	0	\$ 4,150.00	\$ 4,150.00
DIESEL Extra 575	ExtraCare Ford Protect Extended service plan for Incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 10/2019	0	0	\$ 3,410.00	\$ 3,410.00
DIESEL Extra 5.100	ExtraCare Ford Protect Extended service plan for Incomplete chassis. Five Year, 100,000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 10/2019	0	0	\$ 4,725.00	\$ 4,725.00
DIESEL Premium 575	PremiumCare Ford Protect Extended service plan for Incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 10/2019	0	0	\$ 3,940.00	\$ 3,940.00
DIESEL Premium 5.100	PremiumCare Ford Protect Extended service plan for Incomplete chassis. Five Year, 100,000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 10/2019	0	0	\$ 5,520.00	\$ 5,520.00
FINAL DELIVERY					
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emissions codes for specific region.	0	0	\$ 446.00	NA
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	0	0	\$ 48.00	NA
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	0	0	\$ 7.00	NA
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	0	0	\$ 90.00	NA
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	0	0	\$ 125.00	NA

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: #363	Evaluated by: Danny McIlrath	
Dept.:3023 Water distribution	Supervisor: Kevin M Gray, Operations Manager	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 20 points because it is 20 years old.	11	2009 Chev 4500 crane truck
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	14	144,752
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition. x] Picture attached	5	The body needs numerous repairs and to be painted. Head lights faded in need of replacement. Interior needs repair headliner and driver seat. Engine has multiple oil leaks.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as Front Line vehicles are considered severe service, while a Administrative vehicle would be a '1'.	3	Field work - fire hydrant replacement
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	see it in spells
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	3	Purchase Price \$58,447.00 \$52,816.45 LTD M&R 90% of Purchase Price. Cost per mile \$.36
Have warranties expired?	Yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	38	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

FY 2020/2021 Budget Vehicle & Motorized Equipment Serviceability Report

Department/Division: 3023 Water Dist Priority of

This request is included in: ☒ Budget Submission ☐ List of Adds

Vehicle/Equipment #:363	Vehicle/Equipment Type (make, model, etc.): 2009 Chev 4500 crane truck
Mileage/hour 144,752	Estimated Repair Cost: \$7,500.00

A bumper-to-bumper inspection has been performed on this vehicle/equipment:

Technician: Danny McIlrath

Date: 10/20/2020

The following parts/repairs are required for this vehicle/equipment, but have been deferred:

	Estimated Cost (materials & Labor)
Body needs repair and painted	\$4,000.00
Headlights replaced	\$500.00
Head liner and driver seat repair	\$500.00
Engine oil leaks	\$2,500.00

Total: \$ 7,500.00

Two-year maintenance history:

Year	Cost (materials & labor):	Days Out-of-Service
2019	\$5,722.27	12
2018	\$6,570.17	14

Fleet Recommendation:

☒ Remove from Fleet Vehicle ☐ High Maintenance ☐ Do Not Replace ☐ Defer to Volunteer

Comments:

This truck will be down sized to save us dollars and meet the departments work load.

Fleet Maintenance Supervisor: Danny McIlrath

Date: 10-20-2020

Fleet Systems Specialist: Christine Jarrell

Date: 10-20-2020

Public Works Operations Manager: Kevin M Gray

Date: 10-20-2020

City Manager Concurrence:

☐ Approved ☐ Denied

City Manager: _____ Date: _____



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: January 5, 2021

Subject: Replacement purchase of vehicle #801

Commission Goal: N/A

Introduction

This is a request to replace vehicle #801, a 2003 Chevy 1-Ton Utility Truck, to a 2021 Ford F-350 XL Super Duty Regular Cab DRW, F3C, to be purchased under the Florida Sheriffs Association Contract, FSA20-VEL28.0 Item: 143.

Background

Vehicle #801 is a 2003 Chevy 1-Ton Utility Truck utilized in the Street Maintenance-Sign Shop section of Public Works. Vehicle replacement parameters have been developed and implemented for the purchasing process to commence. Condition evaluations are conducted when a vehicle meets one or more of the following:

- Age - Ten (10) years of service as a front-line vehicle.
- Mileage - Unit has exceeded 85,000 miles and all warranties have expired.
- Maintenance Cost - Life cycle total maintenance cost exceeds 75% of acquisition cost.
- Final Evaluation - Unit shows excessive wear on engine, drive train, air conditioner, and emergency equipment, including general overall appearance, body condition as relating to excessive fatigue and availability of repair parts.

The requested replacement has been recently evaluated and copies of the condition reports are attached.

Discussion

Fleet Operations is continuing to make every attempt to down-size or right-size the type and style of vehicle to better meet the specific needs of the section operating the vehicle.

The Sign Shop Section met with Fleet Operations to discuss their operational needs prior to replacing vehicle #801. With the right-sizing of vehicle #801, 2003 Chevy 1-Ton Utility Truck to a 2021 Ford F-350 XL Super Duty Regular Cab DRW, F3C, the vehicle cost will be \$42,978, which is consistent with the budgeted amount of \$43,000.

Budget Impact

Funding for the purchase of the 2021 Ford F-350 XL Super Duty Regular Cab DRW, F3C replacing vehicle #801 is included in the FY 2020-21 budget of Fund 302-Vehicle and Equipment Replacement - Street Maintenance. Due to the age and useful lifespan of this unit, the proceeds from auction are estimated to be between \$1,500 and \$2,000. The funds from auction will be returned to the Vehicle and Equipment Replacement Fund.

Citizen Impact

The Sign Shop section of Public Works provides infrastructure installation, repair, and maintenance to all city signage, which benefits the residents of the City, in addition to emergency response repairs to downed signage within the City. Replacing the vehicle in accordance with internally established procedures will minimize the risk of disruption and ensure consistent and quality services are provided to citizens during normal and emergency operational periods.

Recommendation

It is recommended that the City Commission authorize the purchase of a 2021 Ford F-350 XL Super Duty Regular Cab DRW, F3C replacing a 2003 Chevy 1-Ton Utility Truck #801 in the amount of \$42,978, from Duval Ford LLC, 5203 Waterside Dr. Jacksonville, FL 32210 under the Florida State Contract FSA20-VEL28.0 Item:143.

Attachments:

- 21-17 Purchase of Ford F-350 (P20-0233G) (PDF)
- MT 4559 Purchase Authorization for Ford F-350 XL (P20-0233G) (PDF)
- #801 F350 2021 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/17/2020



Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:



Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-17

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF A 2021 FORD F-350 XL SUPER DUTY REGULAR CAB DRW F3C UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING VEHICLE #801 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #801, a 2003 Chevy 1 Ton Utility Truck, which has been determined to have exceeded all criteria for replacement; and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids; and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase a 2021 Ford F-350 XL Super Duty Regular Cab DRW F3C under Florida Sheriffs Association Bid No. FSA20-VEL28.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of a 2021 Ford F-350 XL Super Duty Regular Cab DRW F3C from Duval Ford in the amount of \$42,978.00; and

WHEREAS, the City Manager has certified that funds in the amount of \$42,978.00 for the total purchase thereof are in the Vehicle and Equipment Replacement – Street Maintenance Fund (302) and have not been appropriated for any other purposes; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of a 2021 Ford F-350 XL Super Duty Regular Cab DRW F3C from Duval Ford in the amount of \$42,978.00 and to pay the costs therefore from the Vehicle and Equipment Replacement – Street Maintenance Fund (302).

SECTION TWO. The City Commission hereby declares vehicle #801 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2100421
Vendor: Duval Ford LLC
Resolution No. 2021-17

Requisition By: Gray
Date: 01/05/2021

Reason: PURCHASE OF ONE 2021 Ford F-350 XL Super Duty Regular Cab

PURCHASE OF ONE 2021 Ford F-350 XL Super Duty Regular Cab.
Purchased through (Piggyback) FSA20-VEL28.0 Item:143.
Funding through Fund 302-Vehicle and Equipment Replacement -Street Maintenance.

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	2021 Ford F-350 XL Super Duty Regular Cab	EA	1	\$25,773.00	\$25,773.00
2	Reverse Sensing System	EA	1	\$294.00	\$294.00
3	Backup Camera	EA	1	\$414.00	\$414.00
4	Relocate Camera after utility body complete	EA	1	\$285.00	\$285.00
5	8FT Utility Body for Dual Rear Wheel	EA	1	\$8,925.00	\$8,925.00
6	Grab Handles (2)	EA	1	\$236.00	\$236.00
7	Vise Bracket	EA	1	\$199.00	\$199.00
8	Vanair Pro-Compressor/Generator	EA	1	\$5,995.00	\$5,995.00
9	Ship through	EA	1	\$625.00	\$625.00
10	Programmed Key	EA	1	\$225.00	\$225.00
11	Temporary Tag	EA	1	\$7.00	\$7.00
Total:					\$42,978.00

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

SIGNED BY (VENDOR):

MAYOR

PRINCIPAL OF COMPANY

CITY MANAGER

WITNESS

DATED: _____

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

INSURANCE AND REGISTRATION REQUIREMENTS

The City of Ormond Beach requires anyone who is performing work "on City owned property" to provide the City with proof of insurance for **General Commercial Liability, Automobile Liability, and Workers Compensation** insurance, in which the City is listed as a certificate holder and is listed as "additionally insured". The amount of coverage for each of these types of insurance depends on the dollar value of the contract. It is up to the user department to ensure that the proof of insurance complies with all of the City's requirements, as established by **ordinance**, before giving the contractor a notice to proceed. Such proof of insurance, marked to show compliance with the ordinance, shall be submitted with the requisition, and filed with the purchase order.

Contractors doing business within the city limits of Ormond Beach must be **registered** with the City's office of Building Inspections and Permitting. The user department is responsible for making sure that the contractor is registered to do business in the City.

Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate*
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)

\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.



Luckys (Shippensburg Pa) 717-658-6848

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

FSA20-VEH18.0 Heavy Trucks

FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

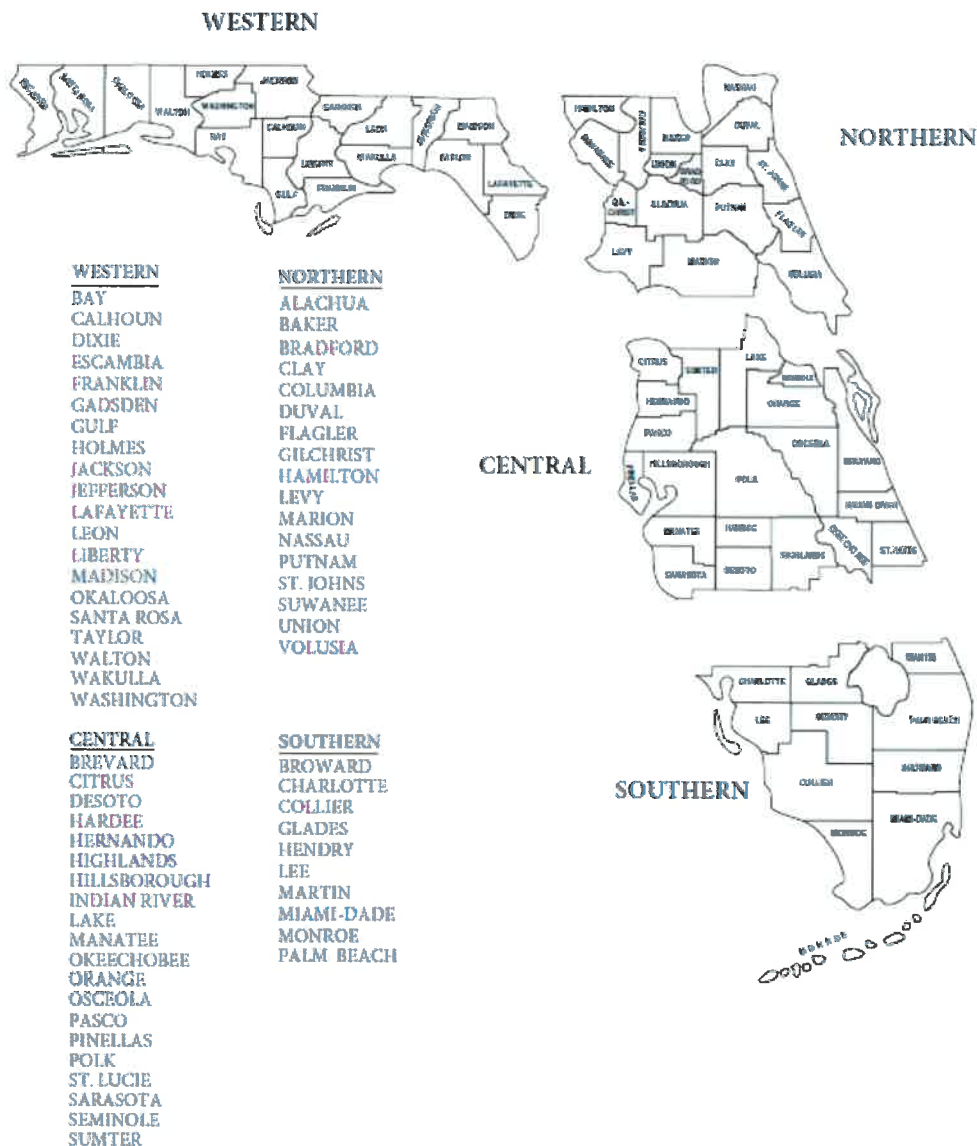
The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP



v.10_2015

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - Pickup Trucks - 4X2

Make: Chevrolet Model: Colorado Crew Cab 2WT
 Make: Chevrolet Model: Colorado Double Cab 2WT
 Make: Chevrolet Model: Silverado 1500 Crew Cab (Short Bed 147.4") 1WT
 Make: Chevrolet Model: Silverado 1500 Crew Cab (Standard Bed 156.9") 1WT
 Make: Chevrolet Model: Silverado 1500 Double Cab 1WT
 Make: Chevrolet Model: Silverado 1500 Regular Cab 1WT
 Make: Chevrolet Model: Silverado 2500 HD Regular Cab 1LT
 Make: Chevrolet Model: Silverado 2500HD Crew Cab (Long Bed 172") 1LT
 Make: Chevrolet Model: Silverado 2500HD Crew Cab (Long Bed 172") 1WT
 Make: Chevrolet Model: Silverado 2500HD Double Cab (Long Bed 162.4") 1LT
 Make: Chevrolet Model: Silverado 2500HD Double Cab (Long Bed 162.4") 1WT
 Make: Chevrolet Model: Silverado 2500HD Regular Cab 1WT
 Make: Chevrolet Model: Silverado 3500HD Crew Cab 1WT DRW
 Make: Chevrolet Model: Silverado 3500HD Double Cab 1WT DRW
 Make: Chevrolet Model: Silverado 3500HD Regular 1WT DRW
 Make: Ford Model: F-150 Super Crew Hybrid
 Make: Ford Model: F-150 XL Super Crew Cab
 Make: Ford Model: F-150 XL Regular Cab
 Make: Ford Model: F-150 XL Super Cab
 Make: Ford Model: F-250 Super Duty XL Crew Cab
 Make: Ford Model: F-250 XL Super Duty Regular Cab SRW
 Make: Ford Model: F-250 XL Super Duty Super Cab
 Make: Ford Model: F-350 XL Super Duty Crew Cab DRW
 Make: Ford Model: F-350 XL Super Duty Regular Cab DRW
 Make: Ford Model: F-350 XL Super Duty Super Cab DRW
 Make: Ford Model: Ranger XL Crew Cab
 Make: Ford Model: Ranger XL Super Cab
 Make: GMC Model: Canyon Crew Cab
 Make: GMC Model: Canyon SL Extended Cab
 Make: GMC Model: Sierra 1500 Crew Cab (Short Bed 147.4") 1SA
 Make: GMC Model: Sierra 1500 Double Cab 1SA
 Make: GMC Model: Sierra 1500 Regular Cab 1SA
 Make: GMC Model: Sierra 2500HD Crew Cab (Long Bed 172") 1SA
 Make: GMC Model: Sierra 2500HD Crew Cab (Standard Bed 158.9") 1SA

Group: Pickup Trucks - 4X2

Item: 143, Ford, F-350 XL Super Duty Regular Cab DRW , F3C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	\$25,679.00	Build	Options
	Alternate	Duval Ford LLC	\$25,773.00	Build	Options
	Alternate	ASBURY FORD JAX	\$26,900.00	Build	Options
Northern	Primary	BOZARD FORD	\$25,679.00	Build	Options
	Alternate	Duval Ford LLC	\$25,773.00	Build	Options
	Alternate	ASBURY FORD JAX	\$26,600.00	Build	Options
Central	Primary	Duval Ford LLC	\$25,803.00	Build	Options
	Alternate	BOZARD FORD	\$25,935.00	Build	Options
	Alternate	ASBURY FORD JAX	\$26,500.00	Build	Options
Southern	Primary	BOZARD FORD	\$25,879.00	Build	Options
	Alternate	Duval Ford LLC	\$26,033.00	Build	Options
	Alternate	ASBURY FORD JAX	\$26,900.00	Build	Options

ORMOND BEACH (REPL 801)

Prepared for:		Contract Holder		DATE:
ORMOND BEACH (REPL 801)		DUVAL FLEET		11/19/20
DANNY MCILLRATH		Bambi Darr		
386-676-3510		(Work) 904-381-6596		
Danny.McIlraith@ormondbeach.org		(Cell) 910-622-6544		
		(Fax) 904-387-6816		
		bambi.darr@duvalfleet.com		
		5203 Waterside Dr. Jax, FL 32210		NORTH
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.				
Labor	Code	Equipment	Price	
0	SPEC 143	2021 FORD F-350 SUPER DUTY REGULAR CAB DRW - 4X2 (F3C)	\$ 25,773.00	
0	620A	XL TRIM PACKAGE	NC	
0	996	6.2L V8 GAS ENGINE	NC	
0	44S	6 SPEED AUTO TRANSMISSION	NC	
0	142	176" WHEEL BASE 8" BED	NC	
0	90L	POWER WINDOWS & DOOR LOCKS	NC	
0	76R	REVERSE SENSING SYSTEM	\$ 294.00	
0	872	BACKUP CAMERA	\$ 414.00	
0	CAMLOC	RELOCATE CAMERA ONCE UTILITY BODY IS COMPLETE	\$ 285.00	
0	8DB F	8FT UTILITY BODY FOR DUAL REAR WHEEL ADD FLIP TOP	\$ 8,925.00	
0	KSB OPT 17	GRAB HANDLES (2)	\$ 236.00	
0	KSB OPT 20	WISE BRACKET	\$ 199.00	
0	KSB OPT 29	VAN AIR PRO-COMPRESSOR/GENERATOR, 20 CFM, 5000 WATT	\$ 5,995.00	
0	31C	SHIP THROUGH TO KNAPHEIDE- INCL WEIGHT SLIP, MSO, CERTIFICATION & DEALER PDI	\$ 625.00	
0	3K PATS	PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	\$ 225.00	
0	TMP	TEMPORARY TAG- 30 Day Florida Temporary Tag	\$ 7.00	
0				
0	Z1	EXTERIOR: OXFORD WHITE	NC	
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC	
0		VINYL FLOOR	NC	
VENDOR COMMENTS				
UNIT COST			\$ 42,978.00	
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 42,978.00	

	872	REAR VIEW CAMERA AND PREP KIT (872) Availability: • Optional on XL and XL T Requires: • Pick Up Box Delete (66D) Pre-installed Content Includes: • Cab Wiring • Frame Wiring to the rear most cross member • Video Display – 4" display when ordered – 8" display when ordered with SYNC® 3 Upfitters kit Includes: • Camera with mounting bracket • 14' jumper wire • Camera mounting and aiming instructions	O	O	O	O	O	O	O	\$	414.00	\$	415.00	✓
	595	Halogen Fog Lamps (req. XL Décor Group (17F) on XL)	O	O	O	O	O	O	O	\$	129.00	\$	130.00	
	873	Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D), Individual Trailer TPMS/Customer/Placed Trailer Camera (653) or Customer/Placed Trailer Camera (65B))	O	O	O	O	O	O	O	\$	199.00	\$	200.00	
	53R	ULTIMATE TRAILER TOW CAMERA SYSTEM W/ PRO TRAILER BACKUP ASSIST PACKAGE (53R) Availability: • Optional on XL, XL T, and Lariat • Standard on King Ranch®, Platinum, and Limited Not available with: • Pickup Box Delete (66D) Requires: • Power Equipment Group (90L) – XL only • STX Appearance Package (17S) – XL only • SYNC® 3 (913) – XL only • Trailer Brake Controller (52B) – XL only Includes: ★ Pro Trailer Backup Assist • Lane-Keeping Alert • Ultimate Trailer Tow Camera System — Rear View Camera — 360 Degree Camera System — Rear CHMSL Camera — Trailer Reverse Guidance — LED Center High-Mounted Stop Lamp	O	O	O	O	O	O	O	\$	1,599.00	\$	1,600.00	
	592	LED Roof Marker/Clearance Lamps (Std. on F-350 DRW & F-450)	S/O	S/O	S/O	S/O	S/O	S/O	S/O	\$	94.00	\$	95.00	
	85G	Tailgate Step (includes step and handle; NA w/66D Pickup Box Delete)	O	O	O	O	O	O	O	\$	374.00	\$	375.00	
	85S	Tough Bed® (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts; NA w/66D Pickup Box Delete)	O	O	O	O	O	O	O	\$	594.00	\$	595.00	

43B	Defrost with Fixed and Privacy Glass (Privacy Glass is standard on XLT; XL req. Privacy Glass (924) and Power Equipment Group (90L))	O	O	O	O	O	O	\$	59.00	\$	60.00
KEY INTERIOR OPTIONS											
43C	110V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet; 2 nd outlet in the console req. 40/Console/40 seats; req. 200 Amp Alternator (67D))	O	O	O	S	S	S	\$	174.00	\$	175.00
16F	Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. (17S))	O	O	O	-	-	-	\$	59.00	\$	60.00
16T	Floor Mats, All-Weather \$325 for four piece			O	O	O	O	\$	164.00	\$	165.00
166	Carpet Delete (XLT & Lariat replaced w/black flooring)	S	S	S	O	O	O	\$	-	\$	(25.00)
41A	Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine)	O	O	O	O	O	O	\$	249.00	\$	250.00
76S	Remote Start System (req. 90L Power Equipment Group)	O	O	O	O	O	O	\$	249.00	\$	250.00
76R	Reverse Sensing System (NA w/66D Pickup Box Delete) \$245 with XL. Aftermarket for use with service body applications: \$625	O	O	O	O	O	O	\$	294.00	\$	295.00
66S	Upfitter Switches; (6) (Located in overhead console; req. 200 Amp Alternator (67D))	O	O	O	O	O	O	\$	164.00	\$	165.00
913	SYNC® 3 – Enhanced Voice Recognition Communications and Entertainment System – 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability – Pinch-to-Zoom capability included with available Voice-Activated Touchscreen Navigation System – 4.2" productivity screen in IP cluster – AppLink® – 911 Assist® – Apple CarPlay™ and Android Auto™ Capability – Smart-Charging USB-C ports – two (2) – Includes 110V/400W Outlet (43C) Reqs. Power Equipment Group (90L) on XL only; NA w/Rear CHMSL Camera (873) on XL	O	O	O	S	S	S	\$	449.00	\$	450.00
39S	SiriusXM® Radio - adds one (1) I/P mounted center speaker on XL and XLT only	O	O	O	S	S	S	\$	184.00	\$	185.00
21N	Voice-Activated Navigation with HD and SiriusXM Traffic and Travel Link® (included w/96U Lariat Ultimate Pkg.) Note: SiriusXM Traffic and Travel Link® includes a 5-year prepaid subscription.	-	-	-	O	O	O	\$	569.00	\$	570.00
Front-Seats											
1	Cloth, 40/20/40 Split Bench	O	O	O	-	-	-	\$	99.00	\$	100.00
L	Vinyl, 40/Mini-Console/40	O	O	O	-	-	-	\$	354.00	\$	355.00
4	Cloth, 40/Mini-Console/40	O	O	O	-	-	-	\$	514.00	\$	515.00

3K PATS	Programmed Key with Pats Technology, Fleet Key	O	O	O	O	O	O	O	\$	225.00	NA	✓
2 TONE	Two Tone Paint Scheme, Roof and Doors	O	O	O	O	O	O	O	\$	1,896.00	NA	
2 TONE D	Two Tone Paint Scheme, Doors Only	O	O	O	O	O	O	O	\$	1,496.00	NA	✓
CAMLOC	Relocate factory camera	O	O	O	O	O	O	O	\$	285.00	NA	
BACKZONE	Reverse Sensing System, Dealer Installed	O	O	O	O	O	O	O	\$	445.00	NA	
Spray SB	HD Spray In Bedliner, Includes Compartment Tops, Interior and Tailgate	O	O	O	O	O	O	O	\$	945.00	NA	
Spray BR	HD Spray in Bedliner on Bumper	O	O	O	O	O	O	O	\$	210.00	NA	
Spray ESV	HD Spray in Bedliner for Enclosed Service Body, Includes Floor and 16" up side walls	O	O	O	O	O	O	O	\$	1,895.00	NA	
uCoat	Under Coating	O	O	O	O	O	O	O	\$	850.00	NA	
PROCOMP A	Procomp Nitro 3.5 inch level kit. Includes: Procomp Nitro 3.5 inch level kit 18x9 Procomp wheels or equal 35x12.50R18 Nitto Trail Grappler Tires 3 inch black tube side steps Speedometer Calibrator Labor & Alignment 3/36k parts & labor warranty This kit has a 3.5 inch front lift with a 1 inch block in the rear to level the truck.	O	O	O	O	O	O	O	\$	5,360.00	NA	
PROCOMP B	Procomp 6 inch suspension lift. Includes: Procomp 6 inch suspension lift Dual steering stabilizer 18x9 Procomp wheels or equal 35x12.50R18 Nitto Trail Grappler Tires 3 inch black tube side steps Speedometer Calibrator Labor & Alignment 3/36K parts & labor warranty	O	O	O	O	O	O	O	\$	6,640.00	NA	
Level	Leveling Kit, Raises the Factory Front 2"	O	O	O	O	O	O	O	\$	1,556.00	NA	
TINT 1	Window Tint On Front 2 Windows Including Windshield Strip	O	O	O	O	O	O	O	\$	265.00	NA	
TINT 2	Tint All Windows 4 Door Including Windshield Strip	O	O	O	O	O	O	O	\$	385.00	NA	
TINT 3	Limo Tint 4 Doors Including Windshield Strip	O	O	O	O	O	O	O	\$	465.00	NA	
DECAL 1	Graphics- Basic Fleet Package	O	O	O	O	O	O	O	\$	300.00	NA	
DECAL 2	Graphics- Customized Package With Unit numbers	O	O	O	O	O	O	O	\$	450.00	NA	
NITRO	Nitrogen Filled Tires In Lieu Of Std. Factory Fill. Fuel Economy Saver Due To Tire Pressure Consistency, On Ground	O	O	O	O	O	O	O	\$	245.00	NA	
	GRILL GUARDS AND WINCHES	D	S	D	D	S	D					
57-93905	Westin HDX Wrap Around Grille Guard with winch plate	O	O	O	O	O	O	O	\$	1,295.00	NA	
57-3905	Westin HDX Wrap Around Grille Guard without winch plate	O	O	O	O	O	O	O	\$	1,195.00	NA	
WARN	Warn wrap around grill guard with winch plate 88240, 98080, 98090, 98095	O	O	O	O	O	O	O	\$	1,530.00	NA	
103250	8000# Warn Winch with Remote	O	O	O	O	O	O	O	\$	900.00	NA	
103252	10000# Warn Winch with Remote	O	O	O	O	O	O	O	\$	950.00	NA	
103254	12000# Warn winch with Remote	O	O	O	O	O	O	O	\$	1,070.00	NA	
	CAB SHIELDS	D	S	D	D	S	D					
CABSHLD	Sterling Cab Shield with Mesh Window, Includes Black Powder Coating [H950FSD]	O	O	O	O	O	O	O	\$	625.00	NA	

BODIES	Req option (31*) ship-thru Second stage body modifier									
	DAKOTA SERVICE BODY	D	S	D	D	S	D			
SBG9878VVSS	Dakota 8ft SRW "SB" Svc Body - Steel	X	O	X	X	O	X	\$	7,520.00	NA
SBG9878VVFF	Dakota 8ft SRW "SB" Svc Body - Steel w/ Fliptop Lids	X	O	X	X	O	X	\$	8,410.00	NA
SBA9878VVSS	Dakota 8ft SRW "SB" Svc Body - Aluminum	X	O	X	X	O	X	\$	8,570.00	NA
SBA9878VVFF	Dakota 8ft SRW "SB" Svc Body - Aluminum w/ Fliptop Lids	X	O	X	X	O	X	\$	9,470.00	NA
SBG9894VVSS	Dakota 8ft DRW "SB" Svc Body - Steel	O	X	O	O	X	O	\$	7,890.00	NA
SBG9894VVFF	Dakota 8ft DRW "SB" Svc Body - Steel w/ Fliptop Lids	O	X	O	O	X	O	\$	9,000.00	NA
SBA9894VVSS	Dakota 8ft DRW "SB" Svc Body - Aluminum	O	X	O	O	X	O	\$	8,400.00	NA
SBA9894VVFF	Dakota 8ft DRW "SB" Svc Body - Aluminum w/ Fliptop Lids	O	X	O	O	X	O	\$	9,510.00	NA
SBG9878VVSS-4K	Dakota 8ft SRW Crane Body. Supports a 1,000 to 4,000-pound capacity crane. ** Add raised front compartment for \$950 (specify streetside or curbside) **	X	O	X	X	O	X	\$	9,590.00	NA
SBG9894VVSS-4K	Dakota 8ft DRW Crane Body. Supports a 1,000 to 4,000-pound capacity crane. ** Add raised front compartment for \$950 (specify streetside or curbside) **	O	X	O	O	X	O	\$	10,180.00	NA
BUMPER 14	Dakota 14" Long Tailshelf Workbench Bumper with compartments on each side of the tail shelf for DRW chassis	O	X	O	O	X	O	\$	955.00	NA
BUMPER 20	Dakota 20" Long Tailshelf Workbench Bumper with compartments on each side of the tail shelf for DRW chassis	O	X	O	O	X	O	\$	1,220.00	NA
Masterlock	Dakota Masterlocking option for Dakota "SB" Svc Body	O	O	O	O	O	O	\$	535.00	NA
Elec Lock	Dakota Remote Lock Electronic Remote Lock Kit for Dakota "SB" Svc Body	O	O	O	O	O	O	\$	1,846.00	NA
Comp Lite	LED Compartment Light - LED strip lighting in each compartment option	O	O	O	O	O	O	\$	840.00	NA
	KNAPHEIDE SERVICE BODY	D	S	D	D	S	D			
7SB	6 3/4 Knapheide 680/682 40/42" CA (Requires Option 31V Ship Through)	X	O	X	X	O	X	\$	7,600.00	NA
7SB F	6 3/4 Knapheide 680F/682F Flip Top 40/42" CA (Requires Option 31V Ship Through)	X	O	X	X	O	X	\$	8,225.00	NA
8SB	8' Knapheide 696 SRW 56" CA (Requires Option 31V Ship Through)	X	O	X	X	O	X	\$	7,600.00	NA
8SB F	8' Knapheide 696F SRW Flip Top 56" CA, 37" Body Height (Requires Option 31V Ship Through)	X	O	X	X	O	X	\$	8,225.00	NA
8SB FT	8' Knapheide 696F40 SRW Flip Top 56" CA 41" Body Height (Requires Option 31V Ship Through)	X	O	X	X	O	X	\$	8,400.00	NA
8DB	8' Knapheide 696D54 DRW 56" CA	O	X	O	O	X	O	\$	8,350.00	NA
8DB F	8' Knapheide 696D54F DRW Flip Top 56" CA	O	X	O	O	X	O	\$	8,925.00	NA
7AB	Knapheide Aluminum Utility Bodies, A682 F250 40" CA. Includes Step Bumper, LED Tail Lights, Interior and Exterior Paint (Only for 6 3/4' Bed)	X	O	X	X	O	X	\$	10,050.00	NA
8AB	Knapheide Aluminum Utility Bodies, A698-2 56" CA. Includes Step Bumper, LED Tail Lights, Interior and Exterior Paint	X	O	X	X	O	X	\$	10,450.00	NA
8AB F	Knapheide Aluminum Utility Bodies, A698F-2 FLIP TOP 56" CA. Includes Step Bumper, LED Tail Lights, Interior and Exterior Paint	X	O	X	X	O	X	\$	11,650.00	NA
8AB FT	Knapheide Aluminum Utility Bodies, A698F40-2 FLIP TOP 56" CA. Includes Step Bumper, LED Tail Lights, Interior and Exterior Paint	X	O	X	X	O	X	\$	11,760.00	NA

8ADB	Knapheide Aluminum DRW Utility Bodies, A698D54 56" CA Includes Step Bumper, LED Tail Lights, Interior and Exterior Paint	O	X	O	O	X	O	\$	11,150.00	NA
8ADB F	Knapheide Aluminum DRW Utility Bodies, A698D54F FLIP TOP 56" CA. Includes Step Bumper, LED Tail Lights, Interior and Exterior Paint	O	X	O	O	X	O	\$	12,275.00	NA
Ksb OPT 1	Knapheide Master Locks	O	O	O	O	O	O	\$	615.00	NA
Ksb OPT 2	Compartment Lighting	O	O	O	O	O	O	\$	550.00	NA
Ksb OPT 3	LED Tailights	O	O	O	O	O	O	\$	425.00	NA
Ksb OPT 4	Electric Locks	O	O	O	O	O	O	\$	1,336.00	NA
Ksb OPT 5	Single Point T Handles	O	O	O	O	O	O	\$	395.00	NA
Ksb OPT 6	Knapheide Factory Paint	O	O	O	O	O	O	\$	1,050.00	NA
Ksb OPT 7	Pull Out Shelves (each)	O	O	O	O	O	O	\$	595.00	NA
Ksb OPT 8	Pull out Tray	O	O	O	O	O	O	\$	795.00	NA
Ksb OPT 9	Stationary Shelves	O	O	O	O	O	O	\$	196.00	NA
Ksb OPT 10	Spare tire retainer	O	O	O	O	O	O	\$	195.00	NA
Ksb OPT 11	D Rings in Cargo Area	O	O	O	O	O	O	\$	440.00	NA
Ksb OPT 12	Paint Compartment Interior	O	O	O	O	O	O	\$	1,000.00	NA
Ksb OPT 13	5 Drawer Mechanics Tool box	O	O	O	O	O	O	\$	1,936.00	NA
Ksb OPT 14	Treadplate Overlay Compartment Tops	O	O	O	O	O	O	\$	975.00	NA
Ksb OPT 15	Treadplate Overlay Cargo Area	O	O	O	O	O	O	\$	975.00	NA
Ksb OPT 16	Led Work Lights (2)	O	O	O	O	O	O	\$	525.00	NA
Ksb OPT 17	Grab Handles (2)	O	O	O	O	O	O	\$	236.00	NA
Ksb OPT 18	Cable Step	O	O	O	O	O	O	\$	295.00	NA
Ksb OPT 19	6" Wilton Vise	O	O	O	O	O	O	\$	425.00	NA
Ksb OPT 20	Vise Bracket	O	O	O	O	O	O	\$	199.00	NA
Ksb OPT 21	Mud & Stone Guard	O	O	O	O	O	O	\$	225.00	NA
Ksb OPT 22	E Track in Cargo Area	O	O	O	O	O	O	\$	345.00	NA
Ksb OPT 23	3 Tool Shovel Rack	O	O	O	O	O	O	\$	325.00	NA
Ksb OPT 24	Tail Shelf Bumper 16"	O	O	O	O	O	O	\$	1,200.00	NA
Ksb OPT 25	Cone Holder	O	O	O	O	O	O	\$	196.00	NA
Ksb OPT 26	HD Folding Cone Holder	O	O	O	O	O	O	\$	382.00	NA
Ksb OPT 27	Igloo Cooler Mount	O	O	O	O	O	O	\$	225.00	NA
Ksb OPT 28	Igloo Cooler	O	O	O	O	O	O	\$	110.00	NA
	MACHINES	D	S	D	D	S	D			
Ksb OPT 29	Vanair Pro Compressor/Generator, 20 CFM, 5000 Watt	O	O	O	O	O	O	\$	5,995.00	NA
Ksb OPT 30	20 CFM Gas Air Compressor and Reel	O	O	O	O	O	O	\$	4,700.00	NA
Ksb OPT 31	VMAC VR70 Gas	O	O	O	O	O	O	\$	11,500.00	NA
Ksb OPT 32	VMAC VR70 Diesel Application	O	O	O	O	O	O	\$	14,900.00	NA
Ksb OPT 33	Enpac Welder Generator Compressor, Diesel	O	O	O	O	O	O	\$	18,430.00	NA
Ksb OPT 34	Enpac Welder Generator Compressor, Gas	O	O	O	O	O	O	\$	14,840.00	NA
Ksb OPT 35	Miller Bobcat 250 Welder	O	O	O	O	O	O	\$	7,340.00	NA
	READING SERVICE BODY	D	S	D	D	S	D			
AF U98A SW	8' Reading Classic II Service Body for SRW (Requires 31B Ship Through)	X	O	X	X	O	X	\$	9,291.00	NA
AF 98A DW	8' Reading Classic II Service Body for DRW (Requires 31B Ship Through)	O	X	O	O	X	O	\$	9,612.00	NA
AFAL-U98A SW	8' Reading Classic II Aluminum Service Body for SRW (Requires 31B Ship Through)	X	O	X	X	O	X	\$	10,328.00	NA
AF AL-98A DW	8' Reading Classic II Aluminum Service Body for DRW (Requires 31B Ship Through)	O	X	O	O	X	O	\$	10,794.00	NA

PRO 8WS9	A fiberglass one piece molded animal transportation unit with (8) eight animal compartments and (1) storage compartment with the access door in the back of the unit. Featuring our fresh air ventilation system vented to each compartment, a pass through swing door in the front compartment, solid partitions creating 8 individual compartments, sloped floor drainage system, Ultimate Safety doors with large louvers and small catch pole door within the door, and bright white L.E.D. lighting in individual compartments. Available with air conditioning and heating, back saver hoist, catch pole holder, rear blind spot mirror, custom strobe and light bar lighting, work lights and pet step folding ramp. Animal Compartment Sizes: Measured from center of partitions Street Side: Front 30" Wide x 36" High x 39" Deep (w/ pass through door open 30" Wide x 78" Deep) Center 24" Wide x 36" High x 30" Deep Center 24" Wide x 36" High x 30" Deep Rear 32" Wide x 36" High x 30" Deep Curb Side: Front 30" Wide x 36" High x 39" Deep (w/ pass through door open 30" Wide x 78" Deep) Center 24" Wide x 36" High x 30" Deep Center 24" Wide x 36" High x 30" Deep Rear 32" Wide x 36" High x 30" Deep Rear Center Storage: 18" Wide x 32" High x 80" Deep	X	O	X	X	O	X	\$	16,800.00	NA
31C	Ship Through To Custom Fiberglass Coaches, 53Y600	X	O	X	X	O	X	\$	625.00	NA
DB OPT 1	High Capacity AC/ Heat with Twin Fan Condensor and Auxilliary Dedicated Compressor. For Dog Box Option. AC Vents Included, 28K BTU AND Temp Monitor In the Cab	X	O	X	X	O	X	\$	3,626.00	NA
DB OPT 2	AC Unit Up To 28 BTU AND Temp Monitor, Runs Off Factory Compressor. Req. Dog Box Option	X	O	X	X	O	X	\$	3,650.00	NA
DB OPT 3	Pull out Ramps For Use with Dog Box Option, Front Passenger Side	X	O	X	X	O	X	\$	650.00	NA
DB OPT 4	Heavy Duty Safety Door - Stainless Steel (Set of 6)	X	O	X	X	O	X	\$	1,700.00	NA
DB OPT 5	Heavy Duty Safety Door - Stainless Steel (Set of 8)	X	O	X	X	O	X	\$	2,100.00	NA
DB OPT 6	Two Slide out trays in rear compartment	X	O	X	X	O	X	\$	610.00	NA
DB OPT 7	LED 3" x 5" Surface Mount Amber Strobe - rear	X	O	X	X	O	X	\$	365.00	NA
DB OPT 8	LED 2" x 5" Surface Mount - Amber or White - side or rear	X	O	X	X	O	X	\$	365.00	NA
DB OPT 9	LED 1" x 5" Mini 6 Diode Strobe - Surface Mount Amber - side or rear	X	O	X	X	O	X	\$	365.00	NA
DB OPT 10	LED 1" x 4" Mini 4 Diode Strobe - Amber or White - surface or grill mount	X	O	X	X	O	X	\$	365.00	NA
DB OPT 11	Traffic Advisor LED with 8 Amber Lighthead and digital controller in cab	X	O	X	X	O	X	\$	895.00	NA
DB OPT 12	BackSaver Hoist with Large Cage - front passenger compartment	X	O	X	X	O	X	\$	3,995.00	NA
DB OPT 13	Rear Blind Spot Mirror	X	O	X	X	O	X	\$	365.00	NA
DB OPT 14	Roll Out Tray in Rear Storage Compartment	X	O	X	X	O	X	\$	495.00	NA
FINAL DELIVERY										

OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emissions codes for specific region.	O	O	O	O	O	O	\$	446.00	NA
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	O	O	O	O	O	O	\$	48.00	NA
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	O	O	O	O	O	O	\$	7.00	NA
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	O	O	O	O	O	O	\$	90.00	NA
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	O	O	O	O	O	O	\$	125.00	NA
WARRANTY										4X2 E.F
DPU B575	Diesel Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	2,065.00	\$ 2,065.00
DPU B510	Diesel Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	2,785.00	\$ 2,785.00
DPU E575	Diesel Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	2,330.00	\$ 2,330.00
DPU E510	Diesel Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	3,295.00	\$ 3,295.00
DPU P575	Diesel Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	3,145.00	\$ 3,145.00
DPU P510	Diesel Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	3,805.00	\$ 3,805.00
GPU B575	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	1,955.00	\$ 1,955.00
GPU B510	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	2,615.00	\$ 2,615.00
GPU E575	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	2,200.00	\$ 2,200.00
GPU E510	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	3,085.00	\$ 3,085.00
GPU P575	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 10/2019	O	O	O	O	O	O	\$	2,960.00	\$ 2,960.00

FY 2020/2021 Budget Vehicle & Motorized Equipment Serviceability Report

Department/Division: Road side 3003 Priority of

This request is included in: ☒ Budget Submission ☐ List of Adds

Vehicle/Equipment #: 801	Vehicle/Equipment Type (make, model, etc.): 2003 Chev 1 ton utility truck
Mileage 126,700	Estimated Repair Cost:\$9,300.00

A bumper-to-bumper inspection has been performed on this vehicle/equipment:

Technician: Danny McIlrath

Date:11-19-2020

The following parts/repairs are required for this vehicle/equipment, but have been deferred:

	Estimated Cost (materials & Labor)
Body repair dents fixed and the unit painted	\$4,500.00
Rust repair utility body and frame of the truck.	\$3,000.00
Engine oil leaks repair	\$1,200.00
AC repair condenser and evaporator	\$600.00

Total: \$9,300.00

Two-year maintenance history:

Year	Cost (materials & labor):	Days Out-of-Service
2019	\$334.16	8
2018	\$790.17	6

Fleet Recommendation:

☒ Remove from Fleet ☐ High Maintenance ☐ Do Not Replace ☐ Defer to Volunteer Vehicle

Comments:

This truck has been deferred for the last three (3) Fiscal year CIP's and in need of replacement. A unit will be ordered to fit the type of work that is being done. The new unit will be ordered to have the equipment need to do the job. Plus making the operator working in a safer environment.

Fleet Maintenance Supervisor: Danny McIlrath

Date: 11-19-2020

Fleet Systems Specialist: Christine Jarrell

Date: 11-19-2020

Deputy Public Works Director: Kevin M Gray

Date: 11-19-2020

City Manager Concurrence:

☐ Approved ☐ Denied

City Manager: _____

Date: _____

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: # 801	Evaluated by: Danny McIlrath	
Dept.:3003 Streets	Supervisor: Kevin M Gray, Deputy Public Works Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 20 points because it is 20 years old.	19	2003
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	13	126,700
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition. x] Picture attached	5	The unit need an paint job and repair all the dents. The unit has a lot rust and paint coming off. Engine has a couple of oil leaks. AC week and worn down, The condenser and the evaporator fittings are rusting off.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars are considered severe service, while a staff car would be a '1'.	3	Sign Shop
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	one a month or so
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	4	Acg cost \$24,383.00 LTD M&R \$24,021.66 99% of purchase price Cost per mile \$.19
Have warranties expired?	Yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	44	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: January 5, 2021

Subject: Non-Exclusive Franchise - Construction & Demolition Debris for GEL Recycling, LLC

Commission Goal: N/A

Introduction

This item is to approve a new application for a non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to GEL Recycling, LLC.

Background

On November 13, 2020, GEL Recycling, LLC, a business located at 1200 S Leavitt Avenue, Orange City, Florida, 32763, submitted a construction and demolition roll-off services franchise agreement application, affidavit of acknowledgment of business type, along with a non-refundable application fee of \$2,500.00 to the City of Ormond Beach.

GEL Recycling, LLC, acknowledges the annual franchise fee of \$5,000, in addition to a per roll-off pull charge of \$48.95 to be remitted by the tenth of each month accompanied by appropriate documentation.

Discussion

The construction and demolition roll-off services franchise agreement application is attached in its entirety.

City staff has conducted a background check and a financial ability analysis of GEL Recycling, LLC, to perform construction and demolition roll-off services within the City of Ormond Beach and reports the checks provided no information to disallow the City Commission granting a non-exclusive franchise agreement.

GEL Recycling, LLC has been in business in the Volusia County area for twenty-three years and offers 15-, 20-, 30-, and 40-yard roll-off containers. The principal owners have

an extensive background in the recycling and solid waste industry and staff expects a high level of customer satisfaction from the company.

GEL Recycling, LLC will join Waste Pro of Florida, Waste Management Inc. of Florida, WCA of Florida LLC, Creech Enterprises, and Samsula Landfill as the only roll-off haulers permitted to do business within the corporate limits of the City of Ormond Beach.

Budget Impact

Revenues from this non-exclusive agreement will be \$5,000 from the receipt of the franchise fee, \$1,500 from the renewal fee, and approximately \$2,500 from pull charges.

Citizen Impact

The franchising of waste haulers ensures that these businesses operate within the requirements of the City of Ormond Beach. Having a variety of authorized haulers provides residents a varied selection from which to choose.

Recommendation

Staff recommends the approval of the construction and demolition roll-off services franchise agreement for GEL Recycling, LLC.

Attachments:

- 21-18 GEL Recycling C&D Franchise Agr (P20-0232G)(PDF)
- GEL Recycling (C&D franchise agr) P20-0232G (PDF)
- GEL Recycling application (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/14/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-18

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND GEL RECYCLING, LLC REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 10, Article IV, Construction and Demolition Debris Collection Franchises, *Code of Ordinances*, the City desires to grant a non-exclusive franchise to GEL Recycling, LLC for the provision of construction and demolition debris collection service in the City of Ormond Beach, now therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute the “Non-exclusive Franchise Agreement for Construction and Demolition Debris” for a non-exclusive franchise for the collection of construction and demolition debris, between the City of Ormond Beach and GEL Recycling, LLC, a copy of said Agreement being attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR CONSTRUCTION AND DEMOLITION DEBRIS

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris ("Agreement") is made between the City of Ormond Beach, Florida, ("City"), a Florida municipal corporation, and GEL Recycling, LLC ("Contractor), its successors and assigns, hereinafter referred to as the Contractor.

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the City of Ormond Beach; and

WHEREAS, the City wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 10-1, City of Ormond Beach *Code of Ordinances* as that section may hereafter be amended unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of Chapter 10 of the City of Ormond Beach Code of Ordinances and specifically Chapter 10, Article

IV, Construction and Demolition Debris Collection Franchises, and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of Chapter 10, as may hereafter be amended, and this Agreement.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The City hereby grants a non-exclusive Franchise to Contractor for the collection of Construction and Demolition Debris in the City of Ormond Beach, subject to the terms and conditions of this Agreement and all applicable laws. This Franchise only authorizes the Contractor to collect Construction and Demolition Debris.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the City's duly authorized representative. This Agreement shall expire one year after the effective date, unless the Contractor applies for a renewal of this Agreement and the application is approved by the City.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the City of Ormond Beach *Code of Ordinances* and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris between 7 a.m. and 6 p.m., Monday through Saturday. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior approval of the Director of Public Works or his/her designee.

When collecting or transporting Construction and Demolition Debris, Contractor's

employees shall wear a company shirt or uniform, which shall have the Contractor's name or logo in a conspicuous place.

5.3 All of the trucks used by the Contractor for the collection of Construction and Demolition Debris shall be marked with the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each commercial container used by the Contractor for the collection of Construction and Demolition Debris shall be labeled by the Contractor on each long side (two sides) in the same manner.

5.4 The Contractor's commercial containers shall be securely covered when transporting Construction and Demolition Debris as authorized under this Agreement.

5.5 All of the rolling stock used by the Contractor for transporting Construction and Demolition Debris in the City of Ormond Beach shall be maintained in a good, clean, and safe operating condition, and be properly marked with the Contractor's name and phone number.

5.6 Contractor shall provide the City with a list of the vehicles used by the Contractor and the license plate number for each vehicle.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard City of Ormond Beach application form for a non-exclusive Franchise to rent containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris waste. A non-refundable \$2,500.00 application fee

for new applicants or a non-refundable \$1,500.00 application fee for material modifications or transfers of an existing Franchise shall accompany the Contractor's application to the City for the non-exclusive franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the City for the privilege of using the public streets, roads, alleys and other thoroughfares of the City for the collection and transportation of Construction and Demolition Debris

8.1. The annual Franchise fee shall be five thousand dollars (\$5,000.00) and it shall be paid within fifteen (15) days of the City Commission's approval and grant of a franchise or within fifteen (15) days of the grant of the renewal request. The Contractor shall pay an annual interest rate of ten percent (10%) on any and all delinquent payments.

8.2 If the Contractor fails to pay the full amount of the Franchise fee in a timely manner, the City may suspend the Franchise until payment is made or may revoke the Franchise. The Contractor shall pay any and all of the City's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees through and including all appeals.

8.3. In addition to the annual Franchise fee, the Contractor shall pay the City forty eight dollars and ninety five cents (\$48.95) for each Construction and Demolition Debris roll-off pull. Payment shall be made to the City on the tenth (10th) day of each month regardless of the effective date of the Franchise Agreement. Payment shall be accompanied by delivery disposal documentation.

ARTICLE IX: APPLICATION RENEWAL

9.0 Within the 90 days prior to expiration of the term of the franchise, Contractor may submit a renewal application. A fifteen hundred dollar (\$1,500.00) renewal fee shall accompany said renewal application. During the review of the renewal application the Contractor will operate as a non-exclusive franchise for a period not to exceed sixty (60) days or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications.

ARTICLE X: INSURANCE

10.0 The Contractor shall not begin collecting or transporting Construction and Demolition Debris under this Agreement until appropriate certificates of insurance are provided to the City that demonstrate compliance with the requirements of this Agreement. The Contractor must maintain the insurance in full force and effect at all times throughout the term of this Agreement.

10.1 The Contractor shall maintain in effect the insurance coverages required by "Exhibit A" of the City of Ormond Beach Resolution No. 2011-116 and any and all subsequent amendments thereto.

10.2 No change or cancellation of any insurance required under this Agreement may be made unless thirty (30) days prior written notice is provided to the City. Each insurance certificate must name the City as an additional insured and contain a clause stating substantially as follows: "If any of the above-described policies are to be cancelled or undergo material change before the expiration date, the issuing insurance company will mail written notice to the City of Ormond Beach at least 30 days before the effective date of the cancellation or change."

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor shall at its sole expense fully protect, defend, hold harmless, and indemnify and pay on behalf of the City, and its appointed and elected officers, employees, agents, and representatives, from and against any and all actions, proceedings, claims, suits, liabilities, losses, and damages (including interest and penalties relative thereto), of any nature whatsoever, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages, inclusive of all costs and expenses (including legal assistant fees and costs of investigations, whether prior to, during or after trial or in the event of any appeal) and attorney's fees through and including all appeals, arising from, in connection with, or as a result of the Contractor's Franchise agreement and/or the Contractor's ownership, operation or maintenance of the Contractor's business.

ARTICLE XII: TERMINATION BY CITY

12.0 If there is a material breach of any term of this Agreement by the Contractor, the City shall notify the Contractor in writing of the breach and provide the Contractor with a reasonable opportunity to correct the breach. If the breach is not corrected in a 24-hour period, the City may terminate the Agreement at any time at the City's discretion. Among other things, a material breach of this Agreement shall be deemed to have occurred if: (a) the Contractor fails to pay Franchise fees at the times and in the amounts required by this Agreement; (b) the Contractor fails to pay the fees or file the documentation required in Paragraph 8.3 of this Agreement; (c) the Contractor disposes of Construction and Demolition Debris at a site other than a properly permitted and authorized Solid Waste Management Facility; (d) the Contractor Construction and Demolition Debris in a manner that is not authorized under this Agreement; (e) the Contractor fails to continuously maintain the types and amounts of insurance required under this Agreement; (f) the

Contractor declares bankruptcy; (g) the Contractor engages in the hauling of Solid Waste; or (h) the Contractor fails to comply with the applicable provisions of Chapter 10, City of Ormond Beach *Code of Ordinances*.

12.1 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the City of Ormond Beach *Code of Ordinances*, the City may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall issue the Contractor a notice that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the City may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 Representatives of the Parties

For the purposes of this Agreement, the Authorized representative of the City shall be the Director of Public Works or his/her designee. The authorized representative for the Contractor for purposes of this Agreement shall be Milton E. Evans, Jr. Either party may change its representative upon five (5) days, prior Notice to the other party.

13.1 Notices

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the City:

Department of Public Works
501 N. Orchard Street
Ormond Beach, FL 32175

If to the Contractor:

Milton E. Evans, Jr.
GEL Recycling, LLC
1200 S. Leavitt Ave.
Orange City, FL 32763

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

13.2 Waiver

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same; nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Volusia County, Florida.

13.4 Assignment

This Agreement may not be sold, assigned or transferred by the Contractor without City Commission approval. As a condition precedent to receiving the City's consent, the Contractor or the potential transferee must submit an application and the applicable fee and demonstrate that the transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and City of Ormond Beach *Code of Ordinances*.

13.5 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida or a person or an entity qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to perform this Agreement.

13.6 Headings

Captions and headings in this Agreement are for ease of Reference only and do not constitute a part of this Agreement.

13.7 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect, and this Agreement shall be construed as if such illegal, void or unenforceable provision had never

been contained herein.

13.8 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the City.

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the City. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City.

The Contractor shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein.

This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no City Commissioner, City officer, or City employee, directly or indirectly owns more than 5% of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than 5%, from the profits or emoluments of this Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.3 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity under Section 768.28, Florida Statutes.

13.4 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

13.15 Terms Generally

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

14.0 Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE A. SHANAHAN
City Manager

DATED this ____ day of _____, 2021.

Witnesses:

GEL RECYCLING, LLC

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

Title: _____
Attest: _____
Print Name: _____
Title: _____

RESOLUTION NO. 2011-116

A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, PAYMENT AND PERFORMANCE BONDS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR LEASES, CONTRACTORS, AND LICENSEES AND PERMITTEES; REPEALING ALL INCONSISTENT RESOLUTIONS; SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 2-315 of the **Code of Ordinances** allows the City Commission to establish minimum requirements for insurance to be provided by lessees of City owned real property and by contractors engaging in business with the City, and

WHEREAS, such minimum requirements were previously established by Resolution No. 92-218, and which was subsequently amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, and Resolution 2010-125, and

WHEREAS, the City Commission desires to further amend such minimum requirements, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of payment and performance bonds, commercial general liability insurance, and risk management, by Contractors, including service-related contractors, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of commercial general liability

insurance and risk management regarding leases of the City's real property and its facilities, as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION THREE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of comprehensive general liability insurance and risk management for licensees and permittees of the City's real property and its facilities, as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

SECTION FOUR. The requirements hereby adopted by this Resolution shall be deemed to repeal, supersede, and replace the provisions of Resolution No. 92-218, as amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, and Resolution 2010-125.

SECTION FIVE. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

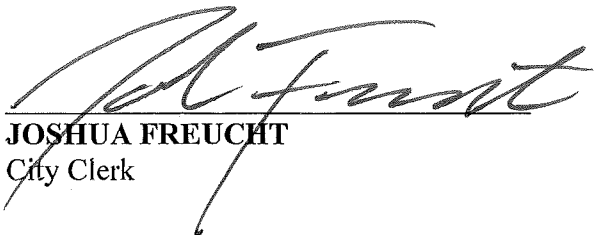
SECTION SIX. This Resolution shall take effect immediately upon its adoption and shall apply to all contracts entered into, or renewed, subsequent to the effective date hereof.

APPROVED AND AUTHENTICATED this 16th day of August, 2011.



ED KELLEY
Mayor

ATTEST:



JOSHUA FREUCHT
City Clerk

EXHIBIT "A"**A. Payment and Performance Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in

professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar

employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]
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* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

-A6-

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "B"**A. Lease Provisions Relative to Risk Management**

All leases of City real property and of any of its facilities shall include the following or substantially similar provisions:

1. Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Lessee shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

B. General

The Lessee shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect the Lessee from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Lessee's operations.

C. Types of Insurance and limits of Liability:

1. Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

(DEPENDING UPON THE LEASE, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

2. Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):

- a. Premises and Operations
- b. Personal Injury Liability
- c. Products & Completed Operations
- d. Fire Damage Liability
- e. Blanket Contractual Liability
- f. Medical Expense
- g. Liquor Liability

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following:

\$1 Million Each Occurrence

\$1 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

\$ 50,000. Fire Damage (any one fire)

\$ 5,000. Medical Expense

3. Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:
\$1 Million Combined Single Limit for Bodily Injury and Property Damage

4. Property Insurance (Real & Personal) - Lessee shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible

applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

D. Requirements for Certificate of Insurance

1. With the execution of the Lease, the Lessee shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the Lessee shall furnish complete copies of the Lessee's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Lessee shall, at the option of the City provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by the City for the given lease.
5. If the Lessee fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Lessee.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "C"**A. Licensees and Permittees.**

1. All Licensees and Permittees of the City's real property and of its facilities relative to the classification of events described in the insurance rate schedules below shall provide and maintain comprehensive general liability insurance for such events, as provided in this Exhibit.
2. All Licensees and Permittees shall provide comprehensive general liability insurance coverage, either through their own insurance company and providing at least the minimum coverage prescribed herein, or by obtaining such comprehensive general liability insurance through a Plan offered to the City through the City's insurer at the rates provided in paragraphs "B", "C" and "D" below.
3. The Plan available to the City currently provides comprehensive general liability insurance coverage of \$1,000,000 per claim, subject to an annual aggregate of \$1,000,000 for all claims. A \$250 deductible shall apply to all claims, which said deductible shall be entirely born and paid by the Licensee or Permittee. The coverage available through the Plan and the rates and deductible amounts prescribed therefor, are subject to change at the discretion of the City and the City's insurer without notice to any Licensee or Permittee.
4. If any Licensee or Permittee elects to provide general liability insurance coverage through Licensee's or Permittee's own general liability insurance company, then Licensee's or Permittee's insurance coverage must comply with the following requirements:

(a) Types of Insurance and limits of Liability:

- i) If applicable, Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

- ii) Comprehensive general liability insurance shall include, but shall not necessarily be limited to, the following coverage (and any deviation therefrom shall be noted on the Certificates of Insurance; and the City of Ormond Beach shall be named as an additional insured):

- a. Premises and Operations
- b. Personal Injury Liability
- c. Products & Completed Operations
- d. Fire Damage Liability
- e. Blanket Contractual Liability
- f. Medical Expense
- g. Liquor Liability

Comprehensive general liability coverage shall be written on an occurrence basis and the limits of coverage shall be no less than the following:

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 50,000.	Fire Damage (any one fire)
\$ 5,000.	Medical Expense

- iii) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- iv) Property Insurance (Real & Personal) - Licensees and Permittees shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

(b) Requirements for Certificate of Insurance

- i) Licensees and Permittees shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed without the prior consent of the City, and Licensees and Permittees shall promptly replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of such Licensee's or Permittee's use agreement with the City.

- ii) New certificates of insurance shall be provided to the City prior to coverage renewals.
- iii) If requested by the City, the Licensees and Permittees shall furnish complete copies to the City of the Licensee's or Permittee's insurance policies, forms and endorsements.
- iv) If any Licensee or Permittee fails to obtain and maintain the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with any qualified insurer that is satisfactory to the City. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Licensee or Permittee.

(c) Policies of Insurance

- i) Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Demotech and Standard & Poors.
- ii) All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
- iii) The City shall be listed as a named insured on all policies of insurance and certificates thereof.

INSURANCE RATE SCHEDULES**B. Rate Schedule/Municipal Buildings:**

Class I - Low Hazard	No. of Attendees	Rates
Seminars	0 - 50	\$ 22.00
Meetings (indoors)	51 - 100	\$ 44.00
Craft Shows	101 - 250	\$ 66.00
Speaking Engagements	251 - 500	\$ 86.00
Auctions	501 - 1,500	\$ 173.00
Auto Shows	1,501 - 3,000	\$ 270.00
Educational Exhibitions	Over 3,000	Refer to Company
Lessor Ushered Exhibitions		
Musical/Plays		
Theatrical Performances		

Class II - Medium Hazard	No. of Attendees	Rates
Sporting Events in buildings	0 - 100	\$ 110.00
Concerts (Not rock)	100 - 250	\$ 190.00
Dances	251 - 500	\$ 270.00
Lessor Ushered Exhibitions	501 - 1,500	\$ 540.00
Dog Shows	1,501 - 3,000	\$ 863.00
Horse Shows	Over 3,000	Refer to Company
Parades (under 500)		
Rummage Sales, Tennis, Handball or Racquetball Courts, Bingo		

Class III - Moderate Hazard	No. of Attendees	Rates
Parades (under 500)	0 - 100	\$ 248.00
Rodeos	101 - 250	\$ 309.00
Meetings (outdoors)	251 - 500	\$ 368.00
Circuses (no rides)	501 - 1,500	\$ 734.00
Animal Racing	1,501 - 3,000	\$ 1,173.00
	Over 3,000	Refer to Company

Class IV - High Hazard	No. of Attendees	Rates
Circuses (with rides)	0 - 100	Refer all to
Carnivals	101 - 250	Company
Rock Concerts	251 - 500	
	501 - 1,500	
	1,501 - 3,000	
	Over 3,000	

C. Extension Rate Schedule/Parks:

Group I - Events	No. of Attendees	Rates
All exhibitions, shows & meetings	0 - 500	\$ 156.00
which do not involve athletic	501 - 1,500	\$ 230.00

events, water sports or fund	1,501 - 3,000	\$	432.00
raising walks, i.e., bingo, games	3,001 - 5,000	\$	920.00
antique shows, arts & crafts shows			
etc. (no concerts or live entertainment)			

Group II - Events	No. of Attendees		Rates
All athletic games or tournaments,	0 - 249	\$	125.00
fund raising walk-a-thons, running	250 - 500	\$	249.00
events, boating regattas (excluding	501 - 1,500	\$	374.00
waterski events) and fireworks	1,501 - 3,000	\$	685.00
displays, fishing tournaments	3,001 - 5,000	\$	1,242.00

Group III - Events	No. of Attendees		Rates
All concerts, carnivals & fairs	0 - 500	\$	552.00
including cultural events with live	501 - 1,500	\$	702.00
entertainment). No hard rock, etc.	1,501 - 3,000	\$	806.00
	3,001 - 5,000	\$	2,329.00

D. Park and/or Municipal Buildings:

Class V	No. of Attendees		Rates
Any social gathering			
Weddings with or without receptions	1 - 35	\$	35.00
family gatherings, picnics either family	36 - 75	\$	50.00
or company whether company sponsored	76 - 150	\$	75.00
or not, pool parties, social gatherings	150 - 500	\$	135.00

Concerts Refer to Company

	No. of Games		Rates
All athletic leagues (except football)	1 - 25	\$	100.00
holding practice and games on City	26 - 50	\$	200.00
property	51 - 100	\$	280.00
	101 - 200	\$	390.00

	No. of Games		Rates
All football leagues holding practice	1 - 50	\$	400.00
and games on City property	51 - 100	\$	560.00
	101 - 200	\$	780.00

			Annual Charge
Social groups and civic clubs such as Boys' Clubs, AA meetings, Girl Scouts, etc.	Weekly	\$	450.00
	Bi-weekly	\$	350.00
	Monthly	\$	250.00
	Quarterly	\$	150.00

Short term education classes less than one school semester	1 - 50 children	\$	100.00
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YMCA summer camps	Per 100 days	\$	95.00
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Schools - vocational and private using City property		\$	250.00
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	No. of Attendees		Rates
Ball games - 1 day event only	1 - 25	\$	45.00
Attendees = Players	26 - 50	\$	90.00
	51 - 75	\$	120.00
	76 - 100	\$	160.00

	No. of Classes		Rates
Dance, tumbling, baton, fitness,	1 - 10	\$	60.00
weight lifting, square dancing, jazz	1 - 25	\$	84.00
for teens, ballroom dance, karate,	26 - 50	\$	118.00
self-defense for women, clogging,	51 - 100	\$	165.00
aerobics	101 - 200	\$	230.00

	No. of Classes		Rates
Crafts, General Crafts - Holiday cake	1 - 10	\$	40.00
decorating, cooking, bridge, stress	11 - 25	\$	56.00
management workshops, stop smoking	26 - 50	\$	78.00
classes	51 - 100	\$	110.00
	101 - 200	\$	154.00

	No. of Months		Rates
Dance rehearsals	3	\$	85.00
	6	\$	175.00
	12	\$	350.00

The City and its general liability insurer retain the right in their sole and absolute discretion to classify any event and the rate therefor for any event not listed above.

E. Provisions Relative to Risk Management.

All Licensees and Permittees of City's real property and any of its facilities shall, as a condition of such use, fully indemnify and hold the City harmless, as follows:

1. Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the Licensee's or Permittee's use, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

All Licensees and Permittees shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Licensee and Permittee for the protection of all persons, including employees and property. The Licensee and Permittee shall comply with all applicable laws; regulations and ordinances related to safety and health shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Check one

☒ **New** ☐ **Renewal** ☐ **Transfer** ☐ **Modification**

Applicant Information:

Name: GEL Recycling
Address: 1200 S Leavitt Ave
City/State/Zip Code: Orange City, FL 32763
Phone Number: (386) 775-5385
Contact Name: Kandi Winfrey

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

Franchise Application Requirements
And Requirement Checklist

- ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- ☐ 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☒ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;
- ☐ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- ☒ 5. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services;
- ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

- ☐ 8. List of all franchises applied for which were not granted during the previous five year period;
- ☐ 9. Written response to selection criteria as follows:
 - 1. The public need for the proposed franchise or franchise transfer.
 - 2. The financial ability of the applicant to perform
 - 3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;
- ☐ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 98-132 and any subsequent amendments thereto. Commercial General Liability coverage shall be \$1 million each occurrence, \$1 million aggregate products and completed operations and \$50,000 fire damage (any one fire).
- ☐ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copies of the application with the city clerk, or his or her designee. Any transfer of more than twenty-five (25) per cent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."
- ☐ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the city a nonrefundable application fee in the amount of two thousand five hundred dollars (\$2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the city, unless otherwise prohibited by law or waived by the city, a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or city under a franchise.
- ☐ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the city. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

- 1. **Applicant**: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.
- 2. **Franchisee**: person or corporation to whom the City has issued a non exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Applicant agrees to comply with all applicable provisions of the City of Ormond Beach, Florida Code of Ordinances Chapter 10, Article IV, as may be amended.

Milton E. Evans JR
 Applicant name (Print or Type)

Milton E Evans JR
 Applicant signature

Application submission date

11/13/2020 ← Dennis May
 Application received by date

Dennis May 1605 11/10/2020
 Application fee received by check number check date

[Signature] 11/16/2020
 Approved City Manager/designee signature date

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida and the United States of America.

BUSINESS ADDRESS of APPLICANT:

Address: 1200 S Lecuitt Ave
City: Orange City State: FL Zip: 32763
Telephone No. (386) 775-5385 Fax No. (386) 775-0355
Federal ID. No. 59-

SIGNATURE OF APPLICANT

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____ by: _____

General Partner Signature

If a Corporation: GEL Recycling LLC

Corporate Name

(a _____ Corporation)

by: Milton E Evans Jr

Signature

Title: President

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC: Emily Hamel

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me this day of 2005, by Milton Evans Jr who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Emily Hamel

NOTARY NAME, PRINTED, TYPED OR STAMPED: Emily Hamel

Commission Number: GG356534 My Commission Expires: 7/18/2023

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000028590

Entity Name: GEL RECYCLING, LLC

Current Principal Place of Business:1200 S. LEAVITT AVE
ORANGE CITY, FL 32763**FILED**
Feb 18, 2020
Secretary of State
8810370805CC**Current Mailing Address:**1200 S. LEAVITT AVE
ORANGE CITY, FL 32763 US

FEI Number: 59-3540038

Certificate of Status Desired: No

Name and Address of Current Registered Agent:B&C CORPORATE SERVICES OF CENTRAL FL INC
390 N. ORANGE AVE., STE 1400
ORLANDO, FL 32801 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**Authorized Person(s) Detail :**

Title	MGR
Name	EVANS, MILTON E JR.
Address	1200 S. LEAVITT AVE
City-State-Zip:	ORANGE CITY FL 32763

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: EVANS , MILTON E , JR.

MGR

02/18/2020

Electronic Signature of Signing Authorized Person(s) Detail_____
Date

2020/2021

7.R.c

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 200310100005 Expires: September 30, 2021
Business Location: 1200 S LEAVITT AVE

Business Name: GEL RECYCLING, LLC
Owner Name: GEL RECYCLING LLC
Mailing Address: 1200 S LEAVITT AVE
ORANGE CITY, FL 32763

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	3	\$22.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 07/15/2020
RECEIPT #: WWW-19-0040091
TOTAL TAX: 22.00
PENALTY: 0.00
TOTAL PAID: 22.00



Business Name: GEL RECYCLING, LLC
Owner Name: GEL RECYCLING LLC
Mailing Address: 1200 S LEAVITT AVE
ORANGE CITY, FL 32763



Account # 200310100005 Expires: September 30, 2021
Business Location: 1200 S LEAVITT AVE

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

GEL RECYCLING

City of Ormond Beach
Public Works Department
Construction & Demolition Roll off Services Franchise Application

To whom it may concern:

Owner: Milton E Evans Jr
Address: 1200 S Leavitt Ave Orange City, FL 32763
Equipment: Roll-off truck# GR02, GR18, GR28
Collection service: the collection of construction debris
Franchises: City of New Smyrna Beach, City of Palm Coast, City of Sanford

Sincerely,



Kandi Winfrey
GEL Recycling



1200 S Leavitt Av
Orange City, FL
32763

PHONE (386)775-5385
FAX (386)775-0355
EMAIL kandi@gelrecycling.com
WEBSITE gelrecycling.com



GELCORP-02

GA 7.R.c

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Arlene Gandulla	
	PHONE (A/C, No, Ext): (407) 998-5575 15575 FAX (A/C, No): (321) 214-6452	
	E-MAIL ADDRESS: Arlene.Gandulla@ioausa.com	
INSURED Gel Recycling, LLC 1200 S. Leavitt Avenue Orange City, FL 32763	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Indemnity Insurance Company	10851
	INSURER B : National Interstate Insurance Company	32620
	INSURER C : Zenith Insurance Company	13269
	INSURER D : Tokio Marine America Insurance Company	10945
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			EF4ML01718191	11/3/2019	11/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY PIP \$10,000 ☐ NON-OWNED AUTOS ONLY			CAW021016703	11/3/2019	11/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Trailer Interch \$ 25,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			EF4CU00137191	11/3/2019	11/3/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	M1155106	11/3/2019	11/3/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IM500007003	11/3/2019	11/3/2020	Leased/Rented Equip \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ormand Beach Public Works Department City Hall 22 South Beach Street Ormond Beach, FL 32174	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

Roeper, Denise

From: Kandi Evans <kandi@gelrecycling.com>
Sent: Friday, December 4, 2020 12:48 PM
To: Roeper, Denise
Subject: GEL Recycling

[External Email-Use Caution] - OB/IT Helpdesk

Good morning Denise,

GEL Recycling has been in business for 23 years.

The sizes of roll off containers used are 15,20,30 and 40 yards.

Thank you,

Kandi Winfrey
GEL/GEL Recycling
1200 S Leavitt Ave
Orange City, FL 32763
phone# (386)775-5385
cell# (386)804-8045



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: January 5, 2021

Subject: Bid award Granada Mid-Block Lighting Improvements

Commission Goal: N/A

Introduction

This is a request for the City Commission to award a contract to Carter Electric Co., Inc. for the Granada Mid-Block Lighting Improvements Project, Bid Number 2020-33.

Background

In 2012, modifications were made to the S.R.40 corridor between Beach Street and Thompson's Creek. These improvements included modifications to the medians and on-street parking allowing for the further enhancement of this corridor through landscaping and beautification. Included in these modifications was the installation of a mid-block crossing between Lewis Street and Beach Street at the approximate location of The Grind and Ormond Garage restaurants. In 2018, this crossing was further enhanced through the installation of a Rapid Rectangular Flashing Beacon (RRFB).

Shortly after the installation of this traffic signal device, the Florida Department of Transportation (FDOT) approached the City regarding a desire to further enhance lighting at this crossing to improve pedestrian visibility and safety. FDOT proposed a Joint Participation Agreement (JPA) where FDOT would complete the design necessary for this project and provide the majority of funding for these improvements. In the time since the installation of the RRFB, there have been two crashes involving pedestrians at this location, one of which resulted in a fatality. Additional lighting at this location will increase visibility of pedestrians at this location providing for a safer crossing.

Discussion

On October 29, 2020, bids for the project were opened, and three (3) bids were received. Bids ranged from a high of \$115,050 to a low of \$62,491.46. The low bidder was Carter Electric Co., Inc., of Daytona Beach, Florida. The bid tabulation has been included for reference. Carter Electric Co., Inc., has successfully completed similar

projects for the City and is recommended by staff for this project.

Budget Impact

An FDOT Joint Participation Agreement (JPA) funding this project in the amount of \$52,500 was approved in July 2020 per Resolution No. 2020-86. As the low bid was above the JPA amount, FDOT agreed to increase the JPA amount to \$62,500 for 100% funding. The JPA amendment appears as a separate item on this agenda for approval. This project was originally planned for FY 2022-23, but was accelerated due to the FDOT participation. As such, a budget amendment will be provided at a future meeting.

Citizen Impact

Traveling motorists will experience slight traffic impacts during construction due to intermittent daytime lane closures during non-peak hours to safely install the light poles, and retrofit the existing fixtures. Upon completion, this project will result in a safer crossing for pedestrians in the Downtown Corridor.

Recommendation

Staff recommends approval and execution of a contract with Carter Electric Co., Inc. for the Granada Mid-Block Lighting Improvements Project, Bid Number 2020-33 in the amount of \$62,491.46.

Attachments:

- 21-19 Granada mid-block lighting-Carter Electric (P20-0217G) (PDF)
- Carter Electric Bid (PDF)
- Bid Tabulation (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/7/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-19

A RESOLUTION ACCEPTING A BID FROM CARTER ELECTRIC CO., INC. FOR SERVICES REGARDING THE GRANADA MID-BLOCK LIGHTING IMPROVEMENTS PROJECT, UNDER BID NO. 2020-33; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2020-33) regarding services for the Granada mid-block lighting improvements project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Carter Electric Co., Inc. in the amount of \$62,491.46 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funding for the Project will be through an FDOT Joint Participation Agreement in the amount of \$62,500.00 and that these funds have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by Carter Electric Co., Inc. to provide services for the Project at a total cost not to exceed \$62,491.46 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Carter Electric Co., Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Carter Electric Co., Inc. for the performance of the Project at the said price, and to pay the cost thereof with funds from an FDOT Joint Participation Agreement.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

**SECTION 00300
BID**

CONTRACTORS NAME Carter Electric Co., Inc. LICENSE NO. EC0002058

PROJECT IDENTIFICATION:

**Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2020-33

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>10.16.20</u>	<u>1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Price
101-1	MOBILIZATION	1	LS	\$2,658.00	\$2,658.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$8,725.00	\$8,725.00
630-2-11	CONDUIT, F&I, OPEN TRENCH	10	LF	\$24.50	\$245.00
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	105	LF	\$28.40	\$2,982.00
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	2	EA	\$2,979.00	\$5,958.00
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 – 6	507	LF	\$4.78	\$2,423.46
715-4-50	LIGHTPOLE COMPLETE, INSTALL	2	EA	\$9,475.00	\$18,950.00
715-21-2	LIGHTING REPAIRS AND RETROFITS, LED RETROFIT KIT FOR EXIST. LUMINAIRE	6	EA	\$3,425.00	\$20,550.00

TOTAL BASE BID \$ 62,491.46
(Figures)

Sixty Two Thousand Four Hundred Ninety One Dollars & 46/100's

(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

BIDDER agrees that the Work will be substantially completed within 90 calendar days after the date when the Contract Time commences to run, and completed within 120 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER NINE HUNDRED FIFTY EIGHT Dollars (\$958.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of

(1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

(2) a Bid Bond in the amount of 5 percent of the total bid.

(b) Equipment, Material, and Subcontractors List

(c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

(d) Drug Free Workplace Certificate

(e) Conflict, Non-Conflict of Interest, Litigation Statement

(f) Local Vendor Preference

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: Carter Electric Co., Inc. - Attn: Bobby Wiech

Street Address: 231 Jean Street

City, State, Zip Code: Daytona Beach, FL 32114

00300-3

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

Email: bwiech@carterelectric.com

Telephone No.: 386-255-1418

Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on October 26, 20 20

If BIDDER is:

An Individual - N/A

By _____
 (Individual's Name - Signature)

 (Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership - N/A

By _____ (SEAL)
 (Firm Name)

 (General Partner - Signature)

 (General Partner - Typed or Printed)

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By Carter Electric Co., Inc.
 (Corporation Name)

Florida
 (State of Incorporation)

By Matthew J. Wittwer
 (Name of Person Authorized to Sign - Signature)

Matthew J. Wittwer
 (Name of Person Authorized to Sign - Typed or Printed)

Vice President
 (Title)

(Corporate Seal)

Attest Shawn J. [Signature]

Business address: 231 Jean Street, Daytona Beach, FL 32114

Phone No.: 386-255-1418

Fax No.: bwiech@carterelectric.com

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture - N/A

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>King Fixtures</u>	<u>City Electric</u>
<u>Whatley Poles</u>	<u>City Electric</u>
<u>PVC</u>	<u>Graybar</u>
<u>Quazite Handholes</u>	<u>Graybar</u>
<u>Conductors</u>	<u>Graybar</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Subcontractors:

Work Classification: Directional Boring

Name: Coastal Cable Construction

Address: 1644 North US1, Ormond Beach, FL

Phone Number: 386-748-4185 Fax Number:

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Concrete Removal & Replacement

Name: Culver Construction

Address: 1301 Beville Road; Suite 6, Daytona Beach, FL

Phone Number: 386-763-4190 Fax Number: _____

Work Classification: MOT

Name: Atlantic Traffic Solutions

Address: 1575 Aviation Center Parkway, Daytona Beach, FL

Phone Number: 386-323-3888 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>10</u>	<u>L.F.</u>	<u>\$2.00</u>	<u>\$20.00</u>
2. Sheeting/Shoring	<u>n/a</u>	<u>S.F.</u>	<u>n/a</u>	<u>n/a</u>

Matthew J. Wittwer 10.26.20
 Name (signature) Date

Matthew J. Wittwer

Name (typed or printed)

Vice President

Title

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

 10.26.20
 Name (signature) Date
Matthew J. Wittwer
 Name (typed or printed)
Vice President
 Title

BID (Cont'd.)
Granada Mid-Block Lighting Improvements
FDOT Financial Project ID 444300-1-58-01
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Carter Electric Co., Inc.

COMPANY NAME

Matthew J. Wittwer

AUTHORIZED SIGNATURE

Matthew J. Wittwer

NAME (PRINT OR TYPE)

Vice President

TITLE

10.26.20

DATE

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Carter Electric Company, Inc.

231 Jean Street, DAYTONA BEACH, FL 32114

(hereinafter called Principal) and

Merchants Bonding Company (Mutual) , P.O BOX 14498, DES MOINES, IA 50306

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State

Iowa

of with its principal offices in the County of

Polk County

and authorized to do business in the State of Florida, in the full and just

sum of -- FIVE PERCENT (5%) OF PROPOSED BID --

Dollars (\$ ---5%---) good and lawful money of the

United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **GRANADA MID-BLOCK LIGHTING IMPROVEMENTS (Bid Number: 2020-33)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 28th day October, 2020.

Carter Electric Company, Inc.

(Principal)

By: Matthew Witter

ATTEST:

see attached power of attorney

(SEAL)

Merchants Bonding Company (Mutual)

(Surety)

By: Laura D. Mosholder

**Laura D. Mosholder, Attorney-In-Fact &
Florida Resident Agent - Inquiries: 407-330-3990**

**END OF SECTION
00410 - 1**

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,
Don Bramlage; Edward M Clark; Laura D Mosholder

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of October, 2020



William Warner Jr.
Secretary



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: January 5, 2021

Subject: Amendment to JPA for Granada Mid-Block Crossing Improvements

Commission Goal: N/A

Introduction

This is a request to authorize the execution of an amendment to a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) to fund the installation of pedestrian lighting at the mid-block crossing on Granada Boulevard between Lewis Street and Beach Street.

Background

In 2012, modifications were made to the SR40 corridor between Beach Street and Thompson Creek. These improvements included modifications to the medians and on-street parking allowing for the further enhancement of this corridor through landscaping and beautification. Included in these modifications was the installation of a mid-block crossing between Lewis Street and Beach Street at the approximate location of The Grind and Ormond Garage restaurants. In 2018, this crossing was enhanced through the installation of a Rapid Rectangular Flashing Beacon (RRFB). Shortly after the installation of this traffic signal device, FDOT approached the City regarding a desire to also enhance lighting at this crossing to improve pedestrian visibility and safety.

Discussion

On July 28, 2020, the City Commission approved a JPA with FDOT for the installation of pedestrian lighting with Resolution No. 2020-86 in the amount of \$52,500. Subsequently, on September 9, 2020, the Commission authorized the advertisement of Bid Number 2020-33 for this project. On October 28, 2020, three bids were opened. The low bid of \$62,491.46, exceeded the JPA amount by \$9,991.46. Staff contacted the FDOT to request additional funding to cover the entire bid amount. FDOT agreed to increase their participation and prepared this amendment to the JPA to increase funding to \$62,500.

Budget Impact

Through this amendment, FDOT is reimbursing 100% of the construction costs to complete the lighting project. Although there is a small staff commitment to assist in the management of this project, there is otherwise no budgetary impact to the City of Ormond Beach.

Citizen Impact

Utilization of this FDOT JPA provides a means to ensure the installation of the additional lighting for the mid-block crossing between Lewis Street and Beach Street on Granada Boulevard. This increased lighting will make pedestrians utilizing this crossing more visible and enhance safety for pedestrians and motorists at this location.

Recommendation

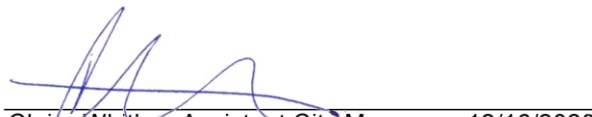
Staff recommends approval of the amendment to the Joint Participation Agreement for "Installation of a Roadway Lighting System within the Project Limits of State Road 40 (Granada Boulevard) between Lewis Street and Beach Street," increasing the amount to \$62,500.

Attachments:

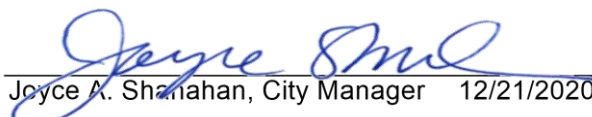
- 21-20 FDOT JPA Supplement Granada Mid Block Lighting (P20-0109G) (PDF)
- FDOT JPA Amendment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/14/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-20

A RESOLUTION AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL AMENDMENT NUMBER 1 TO THE JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE GRANADA MID-BLOCK LIGHTING ENHANCEMENTS PROJECT ON GRANADA BLVD. BETWEEN LEWIS AND BEACH STREETS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and the Florida Department of Transportation (“FDOT”) are parties to a Joint Participation Agreement dated August 7, 2020 regarding funding for the Granada Blvd. mid-block lighting project, and

WHEREAS, the FDOT notified the City that the funding was increased from \$52,500.00 to \$62,500.00 as reflected on the Supplemental Amendment Number 1 attached hereto and incorporated herein by reference, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Supplemental Amendment Number 1 to a Joint Participation Agreement with the FDOT for funding assistance in the amount of \$62,500.00 regarding the Granada Blvd. mid-block lighting project.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 5th day of January, 2021.

BILL PARTINGTON
 Mayor

ATTEST:

COLBY J. CILENTO
 City Clerk

**JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF ORMOND BEACH
SUPPLEMENTAL AMENDMENT NUMBER 1**

EXECUTION DATE: _____

Financial Management No.: 444300-1-58-01 Agency: City of Ormond Beach Contract No: ASJ26	Fund: DS Activity: 215 Contract Amount: \$62,500.00	FLAIR Approp: 088716 FLAIR Obj.: 563000 Org. Code: 55054010508 Vendor No.: F596000398020
---	---	---

The terms of the original Joint Participation Agreement (the AGREEMENT) between the Florida Department of Transportation (the DEPARTMENT) and the City of Ormond Beach (the LOCAL GOVERNMENT) for the Project described as “Installation of a Roadway Lighting System within the Project Limits of State Road 40 (Granada Boulevard) between Lewis Street and Beach Street”, executed on **August 7, 2020**, are hereby amended as follows:

The overall Project cost and DEPARTMENT participation is being increased based on the LOCAL GOVERNMENT’S low-bid contract award amount.

Compensation and Reimbursement

A. Project Cost: The total estimated cost of the Project is **\$62,500.00 (Sixty-Two Thousand Five Hundred Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit “A”, Scope of Services of the AGREEMENT. The Method of Compensation is included in Exhibit “B” attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$62,500.00 (Sixty-Two Thousand Five Hundred Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original AGREEMENT thereto will remain in full force and effect.

The following attachments are hereby incorporated into this Amendment:

Exhibit "B", Method of Compensation

Exhibit "F", Resolution

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Amendment
on _____, and the DEPARTMENT has executed this Amendment on
_____.

CITY OF ORMOND BEACH

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Loreen C. Bobo, P.E.

Title: _____

Title: Director of Transportation Development

As approved by the Commission on:

Attest:

Attest:

Executive Secretary

LOCAL GOVERNMENT Legal Review:

DEPARTMENT Legal Review:

Exhibit “B”**METHOD OF COMPENSATION**

For satisfactory completion of all services detailed in Exhibit “A” (Scope of Services) of this AGREEMENT, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$62,500.00 (Sixty-Two Thousand Five Hundred Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

EXHIBIT “F”
RESOLUTION



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: January 5, 2021

Subject: 2020 Multi-Jurisdictional Program for Public Information Plan

Commission Goal: N/A

Introduction

This is a request for the City Commission to formally adopt the updated 2020 Volusia Multi-Jurisdictional Program for Public Information (M-J PPI) Plan.

Background

The Federal Emergency Management Agency (FEMA)'s National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains. All Volusia County communities participate in the NFIP, allowing all property owners to acquire federal flood insurance policies. The Community Rating System (CRS) is a voluntary program under the NFIP that qualifies participating communities for reduced rates on flood insurance policies. The rating system is based on 19 activities that receive credit points by implementing local mitigation, outreach, and educational activities that go well beyond minimum NFIP requirements.

The communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County currently participate in the CRS. Table 1 shows the CRS Class for each participating community, the applicable discount potential for properties located in a Special Flood Hazard Area, and the approximate savings to policy holders.

Table 1 - Volusia County Community Rating System Eligible Communities				
Community Name	CRS Entry Date	Current Class	% Discount for properties in Special Flood Hazard Areas	Total Savings in Premiums for Flood Policy Holders¹
DAYTONA BEACH	10/1/94	6	20	\$411,975
DAYTONA BEACH SHORES	10/1/92	5	25	\$107,938

DELTONA	05/1/15	9	5	\$19,596
EDGEWATER	10/1/92	7	15	\$10,470
HOLLY HILL	10/1/94	8	10	\$43,181
NEW SMYRNA BEACH	10/1/91	6	20	\$383,391
ORMOND BEACH	10/1/92	6	20	\$173,624
PONCE INLET	05/1/04	5	25	\$117,953
PORT ORANGE	10/1/92	5	25	\$188,198
SOUTH DAYTONA	10/1/92	6	15	\$92,654
VOLUSIA COUNTY	10/1/93	5	25	\$559,934
TOTAL SAVINGS AS OF MARCH 24,2020				\$2,108,914

Discussion

The CRS program provides extra benefits for partnering with other jurisdictions to develop and implement public information plans covering a broader, multi-jurisdictional area. By collaborating on existing outreach projects, more information is provided in all communities in a more efficient and effective manner. Communities have an opportunity to improve their CRS Class Rating, which results in lower insurance premiums through higher discounts.

The original M-J PPI was adopted by the City Commission on January 19, 2016. Every five years, the plan is required to be updated. All CRS communities collaborated on the development of the updated plan. The outcome of this work is presented in Table 9 of the M-J PPI Plan.

The plan becomes effective upon adoption by all participating communities and creditable points can then be received. The M-J PPI Committee will continue to meet annually to monitor and evaluate the program.

Budget Impact

There is no budget impact to the City of Ormond Beach. The M-J PPI Plan will have a positive impact because there will be more outreach projects at no additional cost.

Citizen Impact

The City of Ormond Beach is a CRS community and is currently rated as a six, which provides a 20 percent flood insurance discount to policy holders in a special flood hazard area. The City is able to receive additional points by participating in the Volusia Multi-Jurisdictional Program for Public Information which can potentially lower flood insurance rates through higher discounts for the citizens.

Recommendation

It is recommended that the City Commission approve the resolution to adopt the 2020

Volusia County Multi-Jurisdictional Program for Public Information (M-J PPI) Plan.

Attachments:

- 21-21 Volusia Multi-Jurisdictional Program (P20-0231G) (PDF)
- Volusia Multi Jurisdictional PPI 2020 adopt (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/17/2020


Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-21

A RESOLUTION OF THE CITY COMMISSION, ADOPTING
THE VOLUSIA COUNTY MULTI-JURISDICTIONAL
PROGRAM FOR PUBLIC INFORMATION PLAN, AND
SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, areas of the City of Ormond Beach are vulnerable to coastal and riverine flooding that significantly threaten the safety of residents; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) rewards communities that exceed the minimum requirements of the NFIP that help citizens prevent or reduce flood losses; and

WHEREAS, the CRS program requirements were revised by the NFIP in 2013 to include new creditable activities, one of which is to develop and implement a Program for Public Information (PPI) Plan, a coordinated flood hazard outreach program for the purpose of building community resilience to flooding; and

WHEREAS, the CRS program requirements provide extra benefit for partnering with other jurisdictions to develop and implement a PPI Plan covering a broader, multi-jurisdictional area; and

WHEREAS, the City Commission adopted the original Program for Public Information Plan by Resolution 2016-14 on January 19, 2016; and

WHEREAS, the City of Ormond Beach joined with its neighboring CRS communities, Volusia County, Daytona Beach, Daytona Beach Shores, Deltona, Edgewater,

Holly Hill, New Smyrna Beach, Ponce Inlet, Port Orange, and South Daytona, to develop the updated 2020 Multi-Jurisdictional Program for Public Information Plan that provides a comprehensive, coordinated approach to improving communication with citizens to reduce injury and damage to property from future floods; and

WHEREAS, the City Commission finds the Plan consistent with its goals and objectives in reducing the potential for personal/property losses in floodprone areas and ensuring the lowest possible flood insurance premiums for property owners, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby adopts the 2020 Volusia Multi-Jurisdictional Program for Public Information Plan.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

2020 Volusia Multi-Jurisdictional Program for Public Information

CRS Communities

**Daytona Beach, Daytona Beach Shores, Deltona,
Edgewater, Holly Hill, New Smyrna Beach,
Ormond Beach, Ponce Inlet, Port Orange, South
Daytona, and unincorporated area of Volusia
County**

November 2020

**Prepared by County of Volusia and Ormond Beach
Planning in coordination with the Volusia Multi-
Jurisdictional PPI Committee Members**



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I. Background

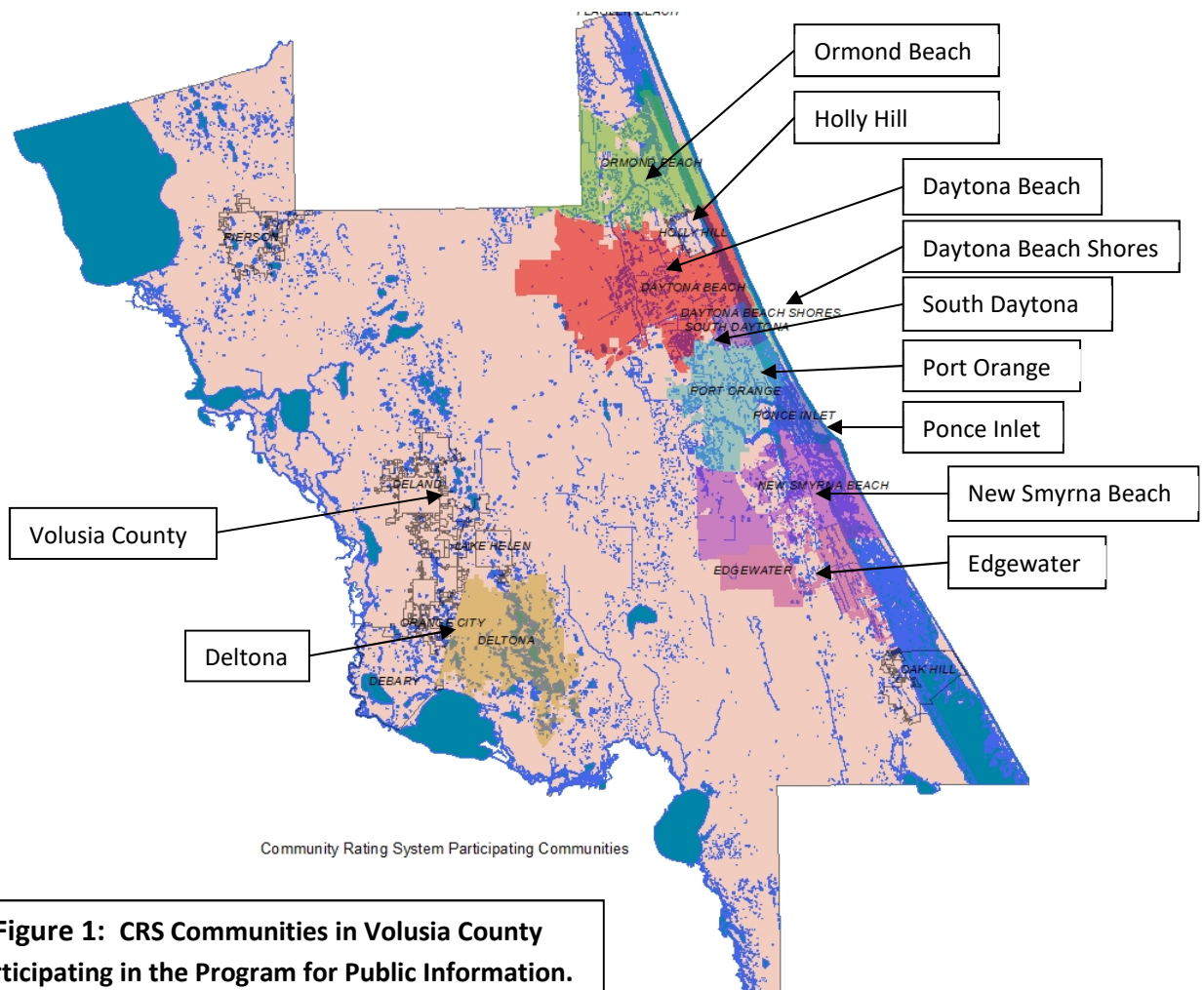
The Community Rating System (CRS) is a voluntary program under the National Flood Insurance Program (NFIP) that qualifies participating communities for reduced rates on flood insurance policies. The rating system is based on 19 activities that receive credit points by implementing local mitigation, outreach, and educational activities that go well beyond minimum NFIP requirements. Volusia County and the jurisdictions of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona currently participate in the CRS. Table 1 shows the CRS Class for each participating community and the applicable discount potential for properties located in a Special Flood Hazard Area and the current savings to policyholders.

Table 1 - Volusia County Community Rating System Eligible Communities				
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VOLUSIA COUNTY	10/1/93	5	25	\$559,934
TOTAL SAVINGS AS OF MARCH 24, 2020				\$2,108,914

Table 1 indicates that most communities have been participating in the CRS Program since the early 1990s. The flood policy discounts range according to the community class rating and flood zone. The total savings for all communities that participate in the CRS is approximately \$2,108,914 based on flood policies in effect as of March 24, 2020. Therefore, property owners benefit greatly by living in a CRS community.

Additionally, every community in Volusia County participates in the Local Mitigation Strategy (LMS). In order to receive federal mitigation funding, participation in the Volusia LMS is required. The 2020 Volusia County Multi-Jurisdictional Local Mitigation Strategy is a comprehensive document that not only includes the Hazard Mitigation Plan and the Integrated Floodplain Management Plan but the Volusia County Flood Warning Program as well. By participating in the LMS, anytime a presidential disaster declaration is made, all communities are able to apply for grants to assist in mitigation efforts for recovery and prevention of future damage. Again, property owners benefit from the coordinated planning efforts by living in a community in Volusia County.

The original Program for Public Information (PPI) was initiated on March 11, 2015, through agreement with the attendees at the LMS meeting. The PPI is a planning tool to provide a coordinated approach to flood hazard outreach. A PPI can be developed and implemented by a single community or with other communities as a multi-jurisdictional effort. The purpose is the same: to improve communication with citizens, and to provide information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from it. Coordination between jurisdictions through a Multi-Jurisdictional Program for Public Information (MJ-PPI) further increases efficiency in resource use and improves communication with citizens. All CRS communities realize an opportunity in collaborating to develop a multi-jurisdictional plan built on existing programs. All CRS communities except for Holly Hill expressed desire to be part of the 2015 MJ-PPI. As part of the update of the PPI, Holly Hill will be participating in the 2020 PPI. Figure 1 shows the location of the 11 CRS Communities in Volusia County.



Reducing future flood damage requires a partnership with the public, and an educated public is an important component for success. A MJ-PPI Plan can offer participating communities the benefits of clear, coordinated messages and a more comprehensive approach in getting

information out in a consistent, cost-effective manner. It is no surprise that all of the CRS communities wanted to participate in the PPI for jointly doing projects normally done independently.

The Program for Public Information is an ongoing outreach effort to design and transmit the messages that the community determines are most important to its flood safety and the protection of its floodplains' natural functions. For CRS credit, the Program for Public Information must be developed according to a seven-step planning and public involvement process as follows:

Step 1: Establish a Program for Public Information committee.

Step 2: Assess the community's public information needs.

Step 3: Formulate messages.

Step 4: Identify outreach projects to convey the messages.

Step 5: Examine other public information initiatives.

Step 6: Prepare the Program for Public Information document and adopt the Program for Public Information.

Step 7: Implement, monitor, and evaluate the program.

The first Volusia Multi-Jurisdictional Program for Public Information (PPI) was originally completed in 2015. Following is a summary of the past actions:

Date	Action Description
October 23, 2015	Draft Volusia MJ-PPI sent to CRS Technical Specialist
November 24, 2015	Draft Volusia MJ-PPI sent to FEMA, Region 4 - No identifiable issues found.
November 2015-June 2016	All participating communities adopted the PPI by Resolution
February 2016-January 2017	Implementation of the outreach projects
February 28, 2017	Implementation documents sent to the CRS Technical Coordinator for review
March 7, 2017	Positive score results received
April 30, 2018	First annual PPI review
March 20, 2019	Second annual PPI review
March 23, 2020	Third annual PPI review

The PPI is required to be updated at least every five years. Therefore, this is the 5-year update of the 2015 Volusia MJ-PPI.

II. Multi-Jurisdictional PPI Committee

For the 2020 PPI update, the County and City of Ormond Beach staff members emailed information to update the 2015 MJ-PPI plan. The committee was updated with 11 governmental representatives and 11 nongovernmental stakeholders with representation as follows:

Table 2 - Volusia Multi-Jurisdictional PPI Committee Membership		
Governmental Representative	Nongovernmental Stakeholder	Community Representing
Justin Barton	Angie Sehenuk	Daytona Beach
Stewart Cruz	Kim Smith	Daytona Beach Shores
Scott McGrath	Nashla Merced	Deltona
Jesse Ohler	Tyna Hilton	Edgewater
Ricki Lee	Eleni Deligianis	Holly Hill
Kyle Fegley	Stan Harrison, Insurance Rep.	New Smyrna Beach
Jenn Elston, PIO	Larry LaHue	Ormond Beach
Hank Baker, CFM	Kearstin Greer	Ponce Inlet
Margaret Tomlinson	Elliot Hagood, Realtor	Port Orange
Patty Rippey	Brian Peek	South Daytona
Constance Bentley, CFM	Denise Hutchinson, Realtor	Volusia County

The role of the committee members was to assist in updating the Volusia MJ-PPI plan by providing feedback on possible changes to targeted areas for outreach, changes to messages, delivery of the messages and how often the messages need to be delivered. Committee members reviewed the annual PPI reports and were advised on suggestions that may need to be made. County and Ormond Beach staff members developed the agendas and facilitated the virtual committee meetings. Prior to setting each meeting date, the committee members were provided with GoToMeeting invitations. The members advised if they were able to attend and meet the attendance requirements outlined in the 2017 CRS manual.

The first meeting of the Multi-Jurisdictional PPI was held on September 23, 2020, virtually, using the GoToMeeting platform. The agenda followed steps one through five of the seven step plan process outlined in the 2017 CRS Manual, pages 330-11 through 330-19. Next, the 11 communities were provided information based on insurance statistics showing the number of claims inside and outside of the floodplain and the tables from the 2015 adopted PPI to review. The members reviewed the “Target Area”, “Target Audiences” the inventory of related efforts and existing public outreach. They then made suggestions on potential changes.

Since flooding can happen anywhere in the County, the committee reconfirmed that the target area of “all properties in the 11 Volusia County CRS communities” should remain unchanged. There were some recommendations to modify some of the messages and outcomes due to some activities being difficult to measure and monitor.

Each participating jurisdiction updated their respective current public information efforts. Some projects are community specific, but most are regional projects of which not all communities were aware. The committee members provided input on additional opportunities for collaboration. The discussion shifted to program development. Members discussed what changes could be taken to better deliver messages to the target audiences. The outcome of this work is presented in Table 8.

The second meeting was held on October 7, 2020, again virtually using the GoToMeeting platform. The members were sent a revised draft 2020 MJ-PPI in advance for discussion. During this meeting, members reviewed all recommended changes to the Draft 2020 MJ-PPI. Members provided additional input on corrections or changes in the development of the final 2020 PPI. The final draft of the Volusia Multi-Jurisdictional Program of Public Information, recommended by the entire committee at the meeting was sent to David Arkens, CRS Specialist and Roy McClure, Emergency Management Specialist, FEMA Region IV, requesting any comments on the draft document. Once approved, appropriate revisions were made and the document was then provided to the communities for adoption.

III. Community Needs Assessment

A. Community Profile

Volusia County is located in the central portion of the Florida east coast. The land area of Volusia County is approximately 1,103 square miles of land and 329 square miles of water with 50 miles of Atlantic Ocean shoreline. Along the eastern side of the County, the Halifax River and the Indian River/Mosquito Lagoon form long, narrow estuaries which separate the County's mainland from its barrier island. Ponce DeLeon Inlet, located near the middle of the coastline, serves as the County's only inlet through the barrier island and the major passage through which Atlantic tides and storm surge propagate into the estuaries. The Tomoka River and St. Johns River are other major estuaries in the County which are also sources of flooding.

Volusia County has a subtropical climate, with long, warm, and humid summers and short, mild winters. The average annual precipitation is approximately 48 inches. Over half of the rainfall occurs June 1st through November 30th, designated as the "Atlantic hurricane season."

There are sixteen incorporated areas within Volusia County, of which Deltona is the largest in terms of population. There are 11 CRS communities in Volusia County. The participating jurisdictions in this plan include Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and the unincorporated area of Volusia County (see Figure 1).

Table 3 shows the 2010 populations of the CRS participating cities and unincorporated area within Volusia County along with the 2019 population estimates provided by the Bureau of Economic Business Research (BEBR), University of Florida. The change from 2010 to 2019 represents a total growth rate of approximately 7.3% compared to the State percent change of 12.8% percent. Please note the 7.3% increase only includes the data for the 11 CRS communities out of the 16 incorporated entities in Volusia County.

Table 3 – 2010 and 2019 Population of Cities and Unincorporated Areas		
Jurisdiction	2010 Population	2019 Population Estimate
Daytona Beach	61,005	67,351
Daytona Beach Shores	4,247	4,372
Deltona	85,182	91,520
Edgewater	20,750	23,455
Holly Hill	11,659	12,153
New Smyrna Beach	22,464	27,173
Ormond Beach	38,137	41,289
Ponce Inlet	3,032	3,151
Port Orange	56,048	61,617
South Daytona	12,252	12,819
Unincorporated	116,655	118,208
Total	431,431	463,108

B. Flood Hazards

The 2020 Volusia County Multi-Jurisdictional Local Mitigation Strategy identifies 23 individual hazards categorized as atmospheric, hydrologic, geologic, and other. Flooding is the most frequent and costly natural hazard in the Volusia County area.

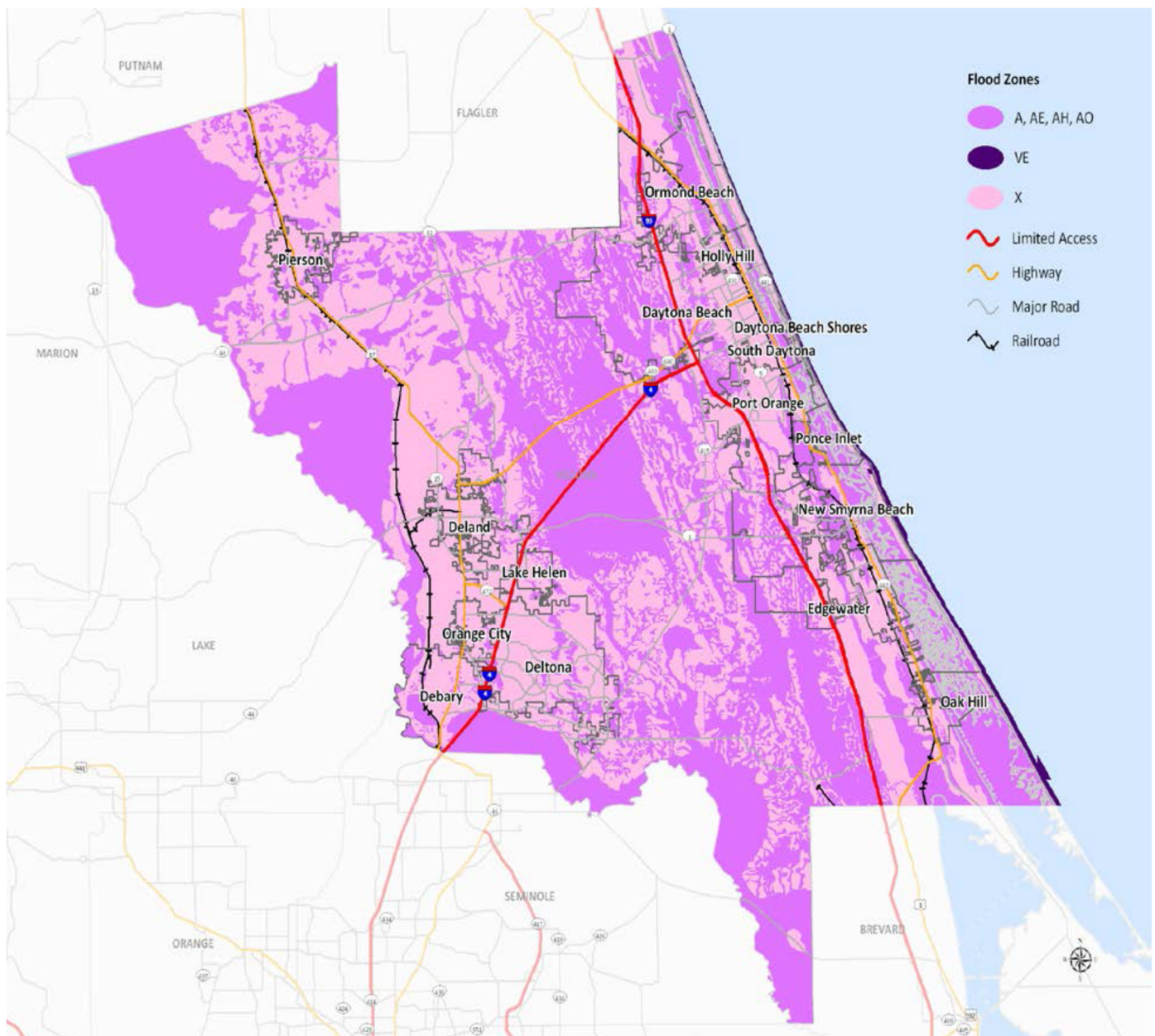
Flooding in Volusia County generally results from excessive precipitation and can be classified under two categories: 1) general floods, precipitation over a given river basin for a long period of time along with storm-induced wave or tidal action; and 2) flash floods, the product of heavy localized precipitation in a short time period over a given location. The severity of a flooding event is typically determined by a combination of several major factors, including: stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface.

A general flood is usually a long-term event that may last for several days. The primary types of general flooding include riverine, coastal, and urban flooding. Riverine flooding is a function of excessive precipitation levels and water runoff volumes within the watershed of a stream or river. Coastal flooding is typically a result of storm surge, wind-driven waves and heavy rainfall produced by hurricanes, tropical storms and other large coastal storms. Urban flooding occurs where manmade development has obstructed the natural flow of water and decreased the ability of natural groundcover to absorb and retain surface water runoff.

In eastern portions of the county, most of the flood prone areas feature relatively impermeable soil, a highwater table, and flat terrain. These characteristics contribute significantly to flooding problems. Additionally, the flat slopes and heavily vegetated floodplains promote backwater effects and aggravate the flood problem by preventing the rapid drainage of floodwaters.

Figure 2 illustrates the location and extent of currently mapped Special Flood Hazard Areas for Volusia County based on best available FEMA Digital Flood Insurance Rate Map (DFIRM) data. This includes Zones A/AE/AH/AO (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action) and Zone X (500-year floodplain). It is important to note that while FEMA digital flood data is recognized as best available data for planning purposes, it does not always reflect the most accurate and up-to-date flood risk. Impacts have included flooding of hundreds of homes, schools, and roads, including the blockage of I-95 in Ormond Beach during a 2004 flash flood. Flooding and flood related losses often do occur outside of delineated special flood hazard areas.

Figure 2: Flood Zones in Volusia County



Areas countywide can be flooded from overwhelmed rivers, creeks, coastal sources, sheet flow, and local drainage ways. While the official FEMA Flood Insurance Rate Map designates the deeper riverine and coastal flood prone areas as A, AE, AH or VE Zones (shown as dark pink and dark purple in Figure 2), the committee reconfirmed that all properties are subject to flooding and the PPI should strive to reach all residents and businesses in the multi-jurisdictional Volusia County area. In addition, the MJ-PPI will continue to specifically target properties in the floodplain and repetitive loss areas.

IV. Flood Insurance Coverage Assessment

A. Flood Insurance Coverage by Jurisdiction

In order to determine the level of flood insurance coverage in the Volusia Multi-Jurisdictional area, the most recent flood insurance policy data provided by FEMA was used, along with GIS information. Using the data, current flood insurance policies were plotted on a map as shown below.

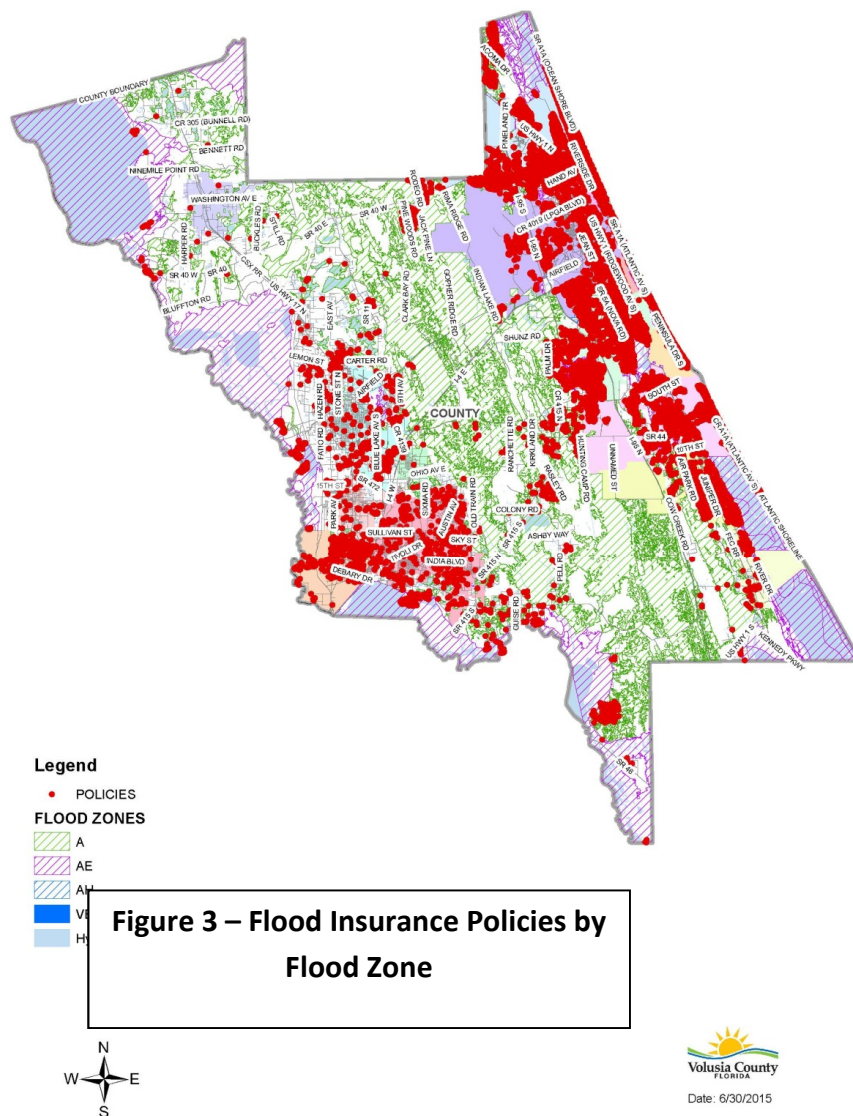


Table 4 summarizes the two key statistics of policies in force in the Special Flood Hazard Area and past claims by jurisdiction.

CID	Community Name	# of Policies within SFHA in force	Insurance in Force	\$ of Closed Paid Losses Within the SFHA	\$ of Closed Paid Losses Outside the SFHA
125099	DAYTONA BEACH	1803	\$331,408,700	\$15,095,993	\$14,229,338
125100	DAYTONA BEACH SHORES	16	\$2,720,300	\$60,994	\$277,707
120677	DELTONA	297	\$64,984,300	\$101,646	\$248,110
120308	EDGEWATER	81	\$19,643,600	\$368,016	\$708,302
125112	HOLLY HILL	247	\$62,621,500	\$1,632,814	\$1,510,234
125132	NEW SMYRNA BEACH	2175	\$472,866,200	\$8,111,591	\$2,328,894
125136	ORMOND BEACH	578	\$155,638,600	\$3,694,975	\$3,745,383
120312	PONCE INLET	431	\$110,595,400	\$4,223,224	\$338,607
120313	PORT ORANGE	804	\$170,912,300	\$11,124,023	\$2,396,835
120314	SOUTH DAYTONA	513	\$109,815,300	\$6,517,814	\$3,864,109
125155	VOLUSIA COUNTY	2668	\$621,663,300	\$17,413,394	\$7,137,133
Total		9,613	\$2,122,869,500	\$68,344,484	\$36,784,652

Table 5 compares the number of policies in Table 4 with the number of buildings in the SFHA by jurisdiction.

CID	Community Name	# of Buildings within SFHA	# of Policies within SFHA	% Insured within SFHA	Total # of Policies	Total # of Policies Outside the SFHA
125099	DAYTONA BEACH	6,941	1,803	26%	7,647	5,844
125100	DAYTONA BEACH SHORES	5	16 ⁽¹⁾	N/A	5,710	5,694
120677	DELTONA	552	297	54%	1,030	733
120308	EDGEWATER	648	81	13%	955	874
125112	HOLLY HILL	2,788	247	9%	1,214	967
125132	NEW SMYRNA BEACH	1,687	2,175 ⁽¹⁾	N/A	7,721	5,546
125136	ORMOND BEACH	3,150	582	18%	4,004	3,422
120312	PONCE INLET	155	431 ⁽¹⁾	N/A	2,503	2,072
120313	PORT ORANGE	5,129	804	16%	2,951	2,147
120314	SOUTH DAYTONA	981	513	52%	1,279	766
125155	VOLUSIA COUNTY	4,087	2,668	65%	8,802	6,134
Total		26,123	9,617	37%	43,816	34,199
Note: (1) Daytona Beach Shores, New Smyrna Beach, and Ponce Inlet policies exceed total number of buildings. For insurance purposes, some condominium units will have their own policy as well as each building. For this reason, policies exceed the number of buildings.						

According to Tables 4 and 5, there are 9,617 flood insurance policies within the Special Flood Hazard Area with 34,199 policies outside the floodplain. About 37% of the buildings within the Special Flood Hazard Areas have flood insurance coverage. It should be noted that the percentage of policy coverage for buildings is skewed due to the way condominium buildings and units are insured. For example, there may be one condominium building and 12 units for a total of 13 policies. The community only counts the one building, not the 12 units, so those communities with more condominiums in or out of the SFHA will have more policies. The statistics are used for broad analysis only.

Flood insurance is required as a condition of federal aid or a mortgage or loan that is federally insured for a building located in a Special Flood Hazard Area (SFHA). Therefore, one would expect most policies to be in the AE, A, and VE Zones. The interesting statistic in Tables 4 and 5 is that there are almost four times as many policies outside the SFHA where flood insurance is not required. Similarly, the NFIP has paid over \$105 million dollars in flood insurance claims and over 34% of the dollars paid countywide have been in the flood zones outside the SFHA. This could be explained by two primary reasons: 1. Older, established neighborhoods are generally mapped in the Special Flood Hazard Areas and homes may no longer carry a mortgage; and 2. Coastal V-Zone boundary lines are primarily designated along the dune line of the beach. Most condominium structures are built just outside the V-Zone boundary. Also, since each unit is considered a separate structure, there would be more policies issued in the X Zone.

B. Repetitive Loss Properties

Although the entire county is susceptible to flooding, there are approximately 206 buildings which are considered unmitigated “repetitive loss” properties as defined by FEMA (having at least two claims of \$1,000 over a 10-year period). Of the 206 unmitigated repetitive loss properties, 102 are in the Special Flood Hazard Area and 88 are outside the Special Flood Hazard area (see Table 6 below).

FEMA is currently in the process of changing how repetitive loss data is obtained. Instead of CRS specialists being able to access the information, the community must request CRS repetitive loss lists directly from the FEMA Region I office. Before this data can be provided, communities must have an Information Sharing and Access Agreement (ISAA) in place with FEMA. The participating CRS communities in Volusia County are in the process of obtaining the ISAA for purposes of getting the data. Due to COVID-19, the FEMA offices are backlogged and do not know when the agreements will be processed. For this reason, it should be noted that not all communities have the most recent repetitive loss data. For most communities, the data used was provided by the ISO/CRS Specialist based on the “Community Information System Report” as of April 16, 2015, unless otherwise shown.

Table 6 - Total Unmitigated Repetitive Loss Buildings by Jurisdiction and Flood Zone

Community	Total RL Buildings	RL in AE, A1-30, AO, AH, A	RL in VE, V1-30, V	RL in B,C, X	RL Buildings (Insured)
Daytona Beach	30	8	1	21	14
Daytona Beach Shores	0	0	0	0	0
Deltona	4	1	0	3	1
Edgewater	3	1	0	2	1
Holly Hill	?	?	?	?	?
New Smyrna Beach	26	15	1	10	22
Ormond Beach (Source: NFIP as of 5/31/18)	15	10	0	5	13
Ponce Inlet	13	9	0	4	10
Port Orange	35	17	0	18	24
South Daytona	7	5	0	2	4
Volusia County	73	50	0	23	40
Total	206	116	2	88	129

Based on the statistics, 57% of the buildings classified as repetitive loss have occurred in Special Flood Hazard areas. Also, 43% of the repetitive loss buildings are located outside Special Flood Hazard Areas.

An interesting statistic contained in Table 6 is the number of repetitive loss buildings currently insured equals a total of 129 or 63%. Even though the building may have experienced flood loss, flood insurance is not being purchased probably because it is not required.

C. Summary

Based on the information above, it is clear that the majority of property owners in the multi-jurisdictional Volusia County area do not carry flood insurance on their buildings. In the Special Flood Hazard Areas where flood insurance is mandatory as a condition of federal aid or a mortgage or loan that is federally backed, only 37% of the buildings have flood insurance coverage. Also, it is interesting that approximately 63% of the repetitive loss buildings are insured.

Because the percentage of properties with flood insurance coverage is generally low, the PPI committee decided to continue to target a variety of audiences to increase flood insurance coverage for buildings. The target audiences are listed in Section V below. The communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County will continue to provide outreach to the various target audiences through methods such as mailings, ads, flyers,

and the countywide website to encourage property owners to purchase flood insurance coverage. Additionally, the participating CRS jurisdictions will provide countywide information about flood insurance and other flood related topics at public meetings and public events throughout the year. This consolidated outreach is intended to increase flood insurance coverage in the Volusia County Multi-Jurisdictional PPI area.

V. Target Audiences

The PPI Committee decided to maintain the target audiences of the general public, residents in the floodplain, repetitive loss properties and real estate, lending and insurance agencies. Also, it was determined that “new resident/property owners” should be added.

General Public in the 11 participating CRS Communities: As past flooding and flood insurance claims indicate, residents and business owners in the cities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated areas of Volusia County need to be aware of the flood hazard, flood insurance, and ways they can protect themselves from flooding. Thus, the Committee concluded that the community at large should be considered a target audience, since flooding can occur anywhere for a variety of reasons. Flooding can occur in urban areas, through an undersized culvert or blocked drain, and also in areas not shown on flood maps. Citizens may travel through flooded areas and not know the proper safety precautions, or they may consider purchasing or moving to a flood prone property.

Residents in the Floodplain: There are over 28,000 structures in the FEMA floodplain. Because these properties have been identified as having a known flood risk, the committee believes it is important to reach out to the property owners of these buildings to let them know about the risk of flood and the availability of flood insurance.

Repetitive loss areas: There are 206 unmitigated repetitive loss properties in the eleven CRS participating communities. These property owners, along with their neighbors, who have a similar potential for flooding, should be aware of their property’s risk of flooding and the availability of flood insurance. Because the residents and business owners of structures in the floodplain and the repetitive loss areas are so similar, it was determined that these two groups should receive the same types of outreach.

Real estate, lending and insurance companies: These companies are the key to conveying information about flood hazards and flood insurance. The committee wants to ensure that they understand and have all the information they need about these topics.

New residents/property owners: People new to the area often purchase new homes without knowledge of storm hazards, flooding or flood zone information. Providing educational information to the prospective buyer from the realtor will be extremely helpful in the event of flooding or a storm.

VI. Inventory of Existing Public Information Efforts

An important part of developing a public information program is to be aware of what other public information activities are reaching Volusia County multi-jurisdictional property owners. The information in Table 7 was updated by past projects, staff research, and PPI Committee members. The organizations are listed in alphabetical order.

Table 7: Inventory of Existing Public Information Efforts		
Jurisdiction/Agency	Project	Message
All Jurisdictions	Floodplain Management Website	Various
	Annual mailing to repetitive loss areas	Information on the flood hazard, and mitigation measures
	Distribution of FEMA materials in City Island Library	Various
	Letters promoting flood insurance from Mayor/Commissioner/Councilmember to all property owners	Know your risk of flooding You should buy flood insurance Check with your agent to see if you are fully insured
	Markers attached to storm drains	No Dumping-Drains to Waterway Markers
	Brochure to Realtors, Lenders, and Insurance Agents	Various
American Red Cross	Offers a Flood App for Android or Apple.	Prepare – Respond – Recover
	Website Educational Information	Prepare – Respond – Recover
COAD (Community Organizations Active in Disaster)	Annual Hurricane Expo	Emergency Preparedness and Various
Daytona Beach	Flood Fact information brochure provided to all City of DB in utility bill and direct mail.	Various
	Distribution of City, State, and FEMA brochures outside Commission Chambers	Various
	Flood Tips PowerPoint Presentation on Channel 199	Various
	Citywide Quarterly newsletter	Various
Daytona Beach Shores	Citywide Quarterly newsletter	Various
Deltona	Electronic and Mailed Quarterly Newsletter	Various
	Pre-hurricane Season Activity	Preparedness – Avoid/Minimize/Recover
Edgewater	Brochures distributed at 5K Races	Various
	Brochures distributed at Edgewater Expo booth	Various
	Brochures distributed at Environmental Services Educational presentations	Various
Holly Hill	Brochures available in City Hall	Various
	Newsletter to Insurance Agencies	Flood Protection
	Newsletter to Repetitive Loss Addresses	Flood Protection
	Flood Information on Website	Various
Florida Department of Emergency Management	Flood Awareness Week and Severe Weather Awareness Week Outreach	Various

Table 7: Inventory of Existing Public Information Efforts

Jurisdiction/Agency	Project	Message
Florida Department of Environmental Protection	Flooding and Erosion webpage with links. Public information commercials on radio and cable	Various
Florida Floodplain Management Association	Flood messages e-mailed	Various
Hometown News	Hurricane Prep Guide	Preparedness – Avoid/Minimize/Recover
Insurance Agencies	Letter to homeowner policy holders with no flood insurance	Flood Protection
New Smyrna Beach	Brochures available in City Hall	Various
	Newsletters to Insurance Agency office	Various
	Newsletters to Silver Sneakers Group meetings	Various
	Newsletters to Citizens Academy	Various
	Flood Information packets at Family Fun Night at Riverside Park	Various
News-Journal & Hometown News	Hurricane Awareness Flyers	Preparedness – Avoid/Minimize/Recover
Ormond Beach	Flood Fact brochure and Florida DEM handouts distributed at Annual Earth Day event.	Various
	Flood information and website link provided to all City of OB in utility bill	Various
	Letter from Mayor inserted in approximately 25,000 utility bills	Flood Protection
	Flood Information brochures available in Planning Department and in Finance office where utility bills are paid	Various
Ponce Inlet	Flood Fact brochure and Florida DEM coloring books, handouts, Don't Drown Frisbee distribute at Annual Ponce Preserves the Planet event and Annual FABTO Educational Conference	Various
	Town wide Quarterly Newsletter	Various
	Flood Information Brochures available in Planning & Development Department and Town Community Center	Various
	Flood Information on website	Various
	Flood Fact brochure and letter mailed to Real Estate Agents; local Contractors and local Insurance Agents	Various
Port Orange	Flood Fact brochure provided with all new Single-Family Home permits, at Family Days event and at kiosks in City Hall & Public Works	Various
	Postcard mailed to Lawn Maintenance companies and at City Booth during Family Days	Keep debris and trash out of streams and ditches
	City Quarterly Newsletters	Various
	FDEM Topic Cards at kiosks in City Hall and Public Works	Flood safety, Insure Your Property Against Flooding
	Social media messages on Facebook and Twitter	Flood Insurance

Table 7: Inventory of Existing Public Information Efforts		
Jurisdiction/Agency	Project	Message
South Daytona	City Newsletter	Flood Protection
	Flood information distributed in City Hall	Various
St. John's River Water Management District	Flood Information on website	Various
	Distribution of brochures	Flood Protection and Assistance and Stormwater Systems
Volusia County	Approximately 100 different presentations to Professional and Citizen Groups	Various
	Distribution of flood information brochures, handouts, and publications	Various
	Volusia Magazine segments	Various
	Phone Book	Various

VII. Messages

After reviewing the Community Needs Assessment, the PPI Committee made a few changes to the eight originally adopted priority messages and added an additional message making nine message in total as found in Table 8.

Table 8. Messages and Desired Outcomes	
Message	Outcome
<i>A: Know your risk of flooding. Finding out is easy!</i>	A: More map information inquiries and flood determination requests.
<i>B: Protect yourself and your property from the next flood with flood insurance.</i>	B: Increase in the number of flood insurance policies.
<i>C: Follow proper safety precautions and Turn around, don't drown. Sign up for alerts @ https://www.volusia.org/services/public-protection/emergency-management/</i>	C: No water rescues or police citations for ignoring barricades after a flood event. More citizens register for Code Red.
<i>D: Keep debris and trash out of streams and ditches.</i>	D: Reduced number of calls related to stream obstruction.
<i>E: Build Responsible. Get a permit before you build.</i>	E: Decrease in number of code violations for not obtaining building permit.
<i>F: Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.</i>	F: Water quality maintained.
<i>G: You can protect your home investment by purchasing flood insurance.</i>	G: Increased number of requests for flood insurance policies.
<i>H: Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage. Just a few inches of water can cause tens of thousands of \$s in damage.</i>	H: Increase in the number of flood policies in the X zone.
<i>I: Hire only licensed contractors who know the codes.</i>	I: Fewer cases of unpermitted work.

The overall strategy is to make information more readily available to the target audiences in a manner that will equip and encourage these audiences to adopt behaviors to improve preparedness and decrease future flood damage. The PPI Worksheet (Table 9) provides a

comprehensive list of the program elements organized by target audience and message. Table 9 also includes Outreach Projects created specifically to increase the number of flood insurance coverage policies in the participating communities denoted as “OP”.

In addition to projects that are implemented every year, the PPI Committee recommends Flood Response Projects “FRP” that will be implemented before, during and after a flood. One such project is the door hangers in English and Spanish to be placed on impacted properties after a storm. The County CRS Coordinator has provided the template to each PPI community for reproduction when needed. After a major flood event that requires a damage assessment team, door hangers will be placed on the door of each impacted property, where and when it is safe to do so.

Another FRP projects included in Table 9, is sending CodeRED voice, text and/or email messages. The CodeRED Emergency Notification System provides the public with the ability to receive voice, text, and/or email notifications. Citizens can register online at:
<https://public.coderedweb.com/CNE/en-US/BFB7CC4C6C0A>.

Any citizen with questions about the system can call Volusia County Emergency Management Information Line at: 386-254-1500. The following CodeRED messages will be sent to all registrants as follows:

Before the storm: “The National Weather Service has issued a Flood Watch for your area. A Flood Watch means that flooding is imminent or occurring. Please follow all precautions to keep you and your loved ones safe. If you are ordered to evacuate the area, do so immediately. If you suspect you are in a home that is subject to deep flooding, turn off the electricity at the circuit breaker panel and gas, gather canned foods and flashlights, and evacuate. If you are in transit, please avoid streets that are under water or are barricaded. We urge you to stay tuned to news outlets for on-going details. Thank you for your cooperation.”

During the storm: “Due to (event name) there are many power outages, flooded areas, and downed power lines, inoperable traffic signals, and debris around Volusia County that could cause harm or injury to residents outside. Residents are urged to remain in place until weather conditions improve and to ensure road accessibility for first responders. If you need emergency assistance, please call 9-1-1.”

After the storm: “Please report storm related damage to Volusia County Emergency Management at 866-345-0345. County and City employees will be travelling throughout the county assessing damage to homes.”

During the year, when there is no storm event projected, general educational CodeRED messages will also be sent in December, March, June, and September. Below are some examples of messages that will be sent:

- 1) "Know your flood zone. For information about your flood zone and flooding please see <https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/>";

- 2) "Flood insurance is a great way to protect your home when disaster strikes. Contact your insurance agent today to see if your home is covered. Be proactive. It usually takes 30 days for a policy to become effective."; and
- 3) "Flooding is one of Florida's most frequent hazards. It is a coast to coast threat that can occur at any time of the year. Find out ways to protect yourself, family and home at <https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods>"

VIII. Other Public Information Initiatives

A. Map Info

Volusia County and Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona provide map information in several ways. The most common method is the County flood map viewer website at: <http://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/flood-maps.shtml>. Customers enter the address of the property in question and can view on the map if the property is in a Special Flood Hazard Area or not. Map information can also be obtained from most of the other CRS communities websites and the FEMA interactive flood map service: <https://msc.fema.gov/portal/search>.

All CRS communities provide map information through inquiries by phone, by email, or in person through the customer service counter. This service is advertised annually to real estate agents, lenders, and insurance agents, as well as properties in the floodplain and repetitive loss properties. The PPI Committee agreed to continue these procedures. Volusia County has updated the County's website to include all of the other CRS communities' contact information and website links in order to make flood determinations easier.

B. Hazard Disclosure/Real Estate Agents

Effective February 19, 2014, the FEMA Flood Insurance Rate Maps (FIRMs) were updated for all communities within Volusia County based on the updated riverine study. On September 29, 2017 FIRMs for coastal communities became effective based on the updated surge study. Due to an issue between some of the 2017 FIRMS and the data contained in the 2017 Flood Insurance Study, a correction was made to the applicable flood maps and updated on August 7, 2018. Volusia County has published the new flood maps on its website and encourages the public to review the updated flood zones. Now that the information is available, real estate agents and brokers, and sellers have a duty to disclose to buyers (or to make sure buyers are aware) of the flood risks associated with a particular piece of property.

One protection for buyers in Florida is the requirement that any property located in a Special Flood Hazard Area, where the purchase is financed with a federally-backed loan, must be covered with flood insurance. Whether or not a private mortgage will demand flood insurance coverage

depends upon that lender. It should be noted that if a buyer purchases a property with cash, then the buyer will not be required to purchase flood insurance so the flood zone may or may not be disclosed.

All real estate agents can access the State of Florida Seller's Disclosure of Property Conditions form and disclose whether a property is located in a floodplain. Real estate agents can obtain the flood zone by using the methods described above in the Map Information Service section.

A new brochure called, "Know Before you Buy" has been developed. There are three realtor boards in Volusia County that will be reviewing the brochure. It is expected that once approved, the new brochure will be distributed by realtors to prospective buyers.

C. Flood Protection Website

The Volusia County website will be updated to include information for all of the priority topics listed in Table 7. Additional information related to outreach projects will be included on the website with links to all CRS participating communities. In addition, the County's website will be updated to have a more current look and have a more prominent location on the County's main webpage.

D. Flood Protection Assistance

All of the participating CRS communities offer flood protection assistance including property protection advice (PPA), advice after a site visit (PPV), and financial assistance advice (FAA). These types of assistance are advertised in the annual mailing to floodplain and repetitive loss property owners. Other types of advertising will be considered for a countywide opportunity such as the Home Show, Volusia Magazine, and other presentations to civic and professional groups.

IX. Plan Maintenance Procedures

The Multi-Jurisdictional PPI Committee will meet annually to evaluate the Plan and incorporate any needed revisions. The evaluation will cover:

- A review of the projects that were completed
- Progress toward the desired outcomes
- Recommendations regarding projects not completed
- Changes in the target audiences

The CRS Community Assessment will be refreshed every year as part of the Annual Evaluation. The County will coordinate and facilitate this meeting, and afterward, provide a summary and updated PPI worksheet (see Table 9) reflecting the committee's decisions. The Annual Evaluation Report will be prepared each year as part of the CRS annual recertification with copies to the County, Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona governments, State of Florida NFIP Coordinator, and local media.

X. Plan Adoption

This document will not become effective until the Plan is adopted by Volusia County Council, Daytona Beach City Commission, Daytona Beach Shores City Council, Deltona City Commission, Edgewater City Council, Holly Hill City Commission, New Smyrna Beach City Commission, Ormond Beach City Commission, Ponce Inlet Town Council, Port Orange City Council, and South Daytona City Council by resolution.

Table 9 – PPI Projects and Initiative
Outreach Projects (OP)

Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
1. General Public in CRS Communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County	A-I	A-I	OP #1 Consolidated Flood Fact brochure on all messages and handouts distributed in all community permitting offices	Each Community CRS Coordinator	Year-round	All Chamber of Commerce offices	All
			OP #2 Consolidated Flood Fact brochure on all messages and handouts distributed at branch libraries	Volusia County CRS Coordinator	Year-round		All
			OP #3 Consolidated Flood Fact brochure on all messages and handouts to Chamber of Commerce for display	Each Community CRS Coordinator	Year-round		All
			OP #4 Booths at countywide and citywide events	Volusia County CRS Coordinator	Aug.- Nat'l Night Out (4 locations) Apr. - Earth Day Aug – May-Volusia County Schools Fact Fair-at least 4 Oct. – Family Days		All
			OP #5 Presentations for countywide citizen and professional groups	Volusia County CRS Coordinator	Approx. 120 locations throughout the County		All

**Table 9 – PPI Projects and Initiative
Outreach Projects (OP)**

Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
2. Floodplain and Repetitive Loss Property Owners	A-I	A-I	OP #6 Annual Flood Guide – updated information on flood hazard preparedness that includes information on property protection – sent to all households in floodplain and distributed in County offices, regional library branches and all community building departments	All CRS Coordinators	Mailed out by 5/1	Volusia COAD	All
			OP #7 Annual letters to all repetitive loss area properties	All community CRS coordinators	Mailed out by 5/1		All
			OP #8 County Emergency Management will give presentations on family disaster preparedness to groups and communities	County CRS Coordinator	By 5/1 of each year		All
			OP #9 Volusia COAD (Community Organizations Active in Disaster) will hold their annual Hurricane Expo	Volusia COAD	By 5/1 of each year		All
			OP #10 – CodeRED text & e-mail to all	County CRS Coordinator	Quarterly		All

**Table 9 – PPI Projects and Initiative
Outreach Projects (OP)**

Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
3. Real estate, lending and insurance companies	A-I	A-I	OP #11 Mail letters and consolidated Flood Fact brochure	Volusia County CRS Coordinator	By 5/1 of each year		All
4. New resident/property owners	A, B, E,G, H, and I	A, B, E,G, H, and I	OP #12 “Ask Before You Buy” brochure developed and distributed to realtors to provide all buyers.	Volusia County CRS Coordinator	Year-round	All realtors countywide	All

Coverage Improvement Plan (CIP)

Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
2. Floodplain and Repetitive Loss Property Owners	A-I	A-I	CIP#1- Councilman/Commissioner/Mayor letters to floodplain and repetitive loss properties from each jurisdiction	All community CRS coordinators	Sent by 5/1 of each year		All
3. Real estate, lending and insurance companies	A-I	A-I	CIP#2 - County Emergency Management will give presentations on flood insurance and floodplain issues to each of the three Realtor Boards	Volusia County CRS Coordinator	Three by 8/31 of each year		All

**Table 9 – PPI Projects and Initiative
Flood Response Projects (FRP)**

Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
1. General Public in CRS Communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County	A-I	A-I	FRP #1 – Flood educational messages will go out using CodeRED.	Volusia County Emergency Management Operations Center	Quarterly		All
			FRP#2- Door hangers in English and Spanish will be distributed by affected community local damage assessment team.	Affected community's damage assessment team	After an event		All affected
			FRP#3- CodeRED safety messages "Before", "During", and "After" the storm.	Volusia County Emergency Management Operations Center	Before, During, and After an event		All affected



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: January 5, 2021

Subject: Transportation Planning and Engineering Continuing Contract Consultants

Commission Goal: Transportation - Other

Introduction

This is a request for the City Commission to approve continuing contracts for transportation planning and engineering services to four consulting firms.

Background

Continuing contracts, procured under provisions of the Consultant's Competitive Negotiations Act (CCNA), allow staff to directly select a firm for professional services contract work. The consultant selected meets with staff to discuss the required scope of services, and then develops and submits a scope of services with a cost proposal for review. Following scope and cost negotiations, a Work Authorization is executed for the consultant to perform the work. This process eliminates the need for an RFQ advertisement and selection committee meeting having to occur for every project requiring professional services, saving the City both time and money.

State law allows for these continuing contracts *"for projects in which the construction costs do not exceed \$4 million, for study activity when the fee for such professional service does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause."*

In 2017, the City entered into contracts with 37 firms for professional engineering and architectural services in 13 categories. At that time the number of categories was reduced from the previous procurement, where consultants were selected in 19 categories. This reduction was made by eliminating categories not frequently used, or combining multiple related categories into one. One of the categories eliminated/combined into the General Civil Engineering category was Professional Transportation Planning and Engineering. Since 2017, the importance of good transportation planning and design has become more evident, and the ability of city staff

to assign tasks including the review of transportation studies and development of transportation plans has become more important, making the need for continuing consultants well versed in transportation planning and engineering vital.

Discussion

A Request for Qualifications (RFQ) for professional transportation planning and engineering services, RFQ 2021-01, was advertised on October 11, 2020. A pre-proposal meeting was held on October 29, 2020. On November 12, 2020, proposals were received from ten firms, and a selection committee, consisting of the Public Works Director, Deputy City Engineer, and Planning Director, reviewed and ranked the qualification submittals. The firm receiving the highest score out of the 100 points was ranked No. 1, the second highest was ranked No. 2, and so on. If two firms received the same score they would both be ranked at the same number. For example, if firm ABC and firm XYZ both scored 75 points and then had the fifth and sixth highest score, they would both be ranked No. 5. Each reviewer independently scored the submittals, assigned to them in accordance with CCNA requirements using the following criteria:

Qualifications of the Firm	40 points
Project Team	30 points
<u>Relevant Experience</u>	<u>30 points</u>
Total	100 points

An advertised public meeting was held where each selection committee team member brought their score sheets and their rankings were tabulated. A summary of the scores and ranking is attached.

Based on these evaluations, respondent firms were ranked in the following order:

1. HDR
2. Traffic Engineering Data Solutions (TEDS)
3. RS & H (tie)
Stantec (tie)
4. Upham, Inc.
5. Neel-Shafer
6. Prosser
7. Graef
8. MetaWorld Civil Consulting
9. Capital Consulting Solutions

It was the intention of this RFQ to select a minimum of two consultants with a likelihood of selecting three consultants. As two firms tied for third, and given the nature of the responses where each of the top four firms bring unique talents to the City, the top four firms; HDR, TEDS, RS & H, and Stantec, have been selected for continuing contracts.

Budget Impact

There is no budget impact to this item. Continuing contract consultants would be utilized as needed.

Citizen Impact

Maintaining continuing contract consultants allows the City to save time and money on retaining consultants for CIP projects, and thus reduce consultant costs to the City.

Recommendation

Staff requests City Commission approval of continuing contracts to four transportation consulting firms: HDR, TEDS, RS & H, and Stantec.

Attachments:

- 21-24 Cont Contracts Transp Planning Eng (P20-0230G) (PDF)
- HDR-Transportation Consulting-FINAL (PDF)
- RS&H-Transportation Consulting-FINAL (PDF)
- Stantec-Transportation Consulting-FINAL (PDF)
- TEDS-Transportation Consulting-FINAL (PDF)
- RFQ Scores & Ranking Summary (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/17/2020


Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-24

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTINUING CONTRACTS WITH FOUR (4) PROFESSIONAL SERVICE FIRMS FOR TRANSPORTATION, PLANNING AND ENGINEERING SERVICES UNDER RFQ. 2021-01; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Qualifications (RFQ No. 2021-01) for transportation, planning and engineering services relative to various projects throughout the City (“the Project”), and

WHEREAS, the City's professional staff have reviewed the ten proposals received and have negotiated continuing contracts with four (4) firms to provide the aforescribed professional services, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposals of HDR Engineering, Inc., RS&H, Inc., Stantec Consulting Services, Inc. and Traffic Engineering Data Solutions, Inc. to perform the aforescribed services are hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute continuing contracts for transportation, planning and engineering services

with HDR Engineering, Inc., RS&H, Inc., Stantec Consulting Services, Inc. and Traffic Engineering Data Solutions, Inc. Copies of said continuing contracts are attached hereto and incorporated herein by reference.

SECTION THREE. All other proposals to provide the aforescribed services for the City of Ormond Beach be and the same are hereby rejected.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

CITY OF ORMOND BEACH

**CONTINUING CONTRACT FOR TRANSPORTATION PLANNING
& ENGINEERING SERVICES
RFQ 2021-01**

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between HDR ENGINEERING, INC. duly authorized to conduct business in the State of Florida, whose address is 315 East Robinson Street, Suite 400, Orlando, Florida 32801, hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

W I T N E S S E T H:

WHEREAS, CITY desires to retain the services of a competent and qualified CONSULTANT to provide professional services which shall include, but not be limited to, transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should be familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and

provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges; and

WHEREAS, CITY requested pursuant to RFQ No. 2021-01, qualifications from consultants interested in providing professional services to the City and in accordance with, and subject to the limitations of the Consultants Competitive Negotiation Act, Section 287.055 and Section 287.057, Procurement of Contractual Services, Florida Statutes, or as amended, for projects in which the estimated construction cost of each individual project under the contract does not exceed 4 million, or for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000.00 (or as amended by law) and

WHEREAS, CITY received a letter of interest and qualifications from CONSULTANT; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to CITY and desires to provide professional services according to the terms and conditions stated herein, and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and CONSULTANT agree as follows:

SECTION 1. SERVICES. CITY does hereby retain CONSULTANT to furnish professional transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary

components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges. Required services shall be specifically enumerated, described, and depicted in the Work Authorizations authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the RFQ package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require CITY to place any orders for work.

SECTION 1a. MISCELLANEOUS SERVICES. From time to time the CITY may require assistance from the CONSULTANT for miscellaneous small projects unrelated to an on-going project for which a Work Authorization has been approved. The small projects may include inspections, attendance at meetings, review of developer's plans, review of the CITY's facilities or other small matters as requested by the CITY. The CONSULTANT shall provide these services only when authorized by the City Manager, or her designee. The CONSULTANT shall invoice the CITY on a monthly basis for such miscellaneous services. There is hereby granted a general authorization for up to \$5,000.00 for such services in each fiscal year. In the event there is a need to increase the general authorization amount in any fiscal year, the City Manager shall obtain approval from the City Commission prior to paying in excess of \$5,000.00 for such services in any fiscal year. Each invoice submitted for miscellaneous services shall detail what services were performed and by whom.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall remain in effect until terminated by either party with thirty (30) days written notice. Except as provided by Section 12 of this Agreement, termination of this Agreement shall have no effect upon Work Authorizations issued prior to termination or obligations there under.

SECTION 3. AUTHORIZATION FOR SERVICES.

1. Prior to authorization for professional services by the CONSULTANT:
 - (a) The CITY and CONSULTANT shall develop a well defined project description and complete understanding of the scope of services to be provided; and
 - (b) The CONSULTANT shall provide the CITY with a detailed fee proposal that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. If the fee proposal is accepted by the CITY, the CITY shall issue and execute a written Work Authorization to be signed by CONSULTANT.
 - (c) Based on the nature and cost of the services, the CITY may obtain an independent fee estimate to evaluate the reasonableness of the CONSULTANT's estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.
 - (d) The amount and method of compensation (Fixed Fee or Time Basis Method with a Not-to-Exceed amount).
 - (e) A fee schedule which shall be attached and incorporated into the Work Authorization that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of

reimbursable expenses, if any. Even if the manner of compensation is fixed fee, a fee schedule is required as justification for the fixed fee charged.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Authorizations as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method".

(a) If the Scope of Services required to be performed by a Work Authorization is clearly defined, the Work Authorization shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Authorization, but in no event shall CONSULTANT be paid more than the Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Authorization may be issued on a Time Basis Method and contain a Not-to-Exceed amount. The CONSULTANT shall be compensated for actual hours incurred in accordance with the fee schedule attached and incorporated into the Work Authorization. CONSULTANT shall perform all work required by the Work Authorization and compensated for actual hours incurred, but in no event shall

CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Authorization.

The CITY shall not compensate CONSULTANT for any changes in scope, time, or price that have not been preapproved in writing by the CITY.

SECTION 6. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance under the Work Authorization are reimbursable if they have been included in the Work Authorization as a reimbursable expense and subject to the limits as follows:

(1) Travel expenses in connection with the Project consistent with Sections 112.061, Florida Statutes, or its successor. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

(2) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(3) In-house copying charges, computer fees, photocopies less than 11" x 17", telephone services, and other similar items shall be considered a portion of the CONSULTANT's overhead costs and shall not be billed separately to the CITY. Any other reimbursable costs not specifically identified within this Section are authorized at actual cost only. The CITY shall not be billed and will not pay any "up charges" or any cost over and above the CONSULTANT's actual cost.

(4) If authorized in writing in advance by CITY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(5) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(6) All reimbursable expenses must be allowable, specific to the Agreement, and reasonable, as solely determined by CITY.

SECTION 7. PAYMENT AND BILLING.

(a) For Work Authorizations issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(b) For Work Authorizations issued on a Time Basis Method with a Not-to- Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Authorization shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:
 City of Ormond Beach
 Engineering Division
 PO Box 277
 Ormond Beach, Florida 32175-0277

(d) Payments shall be made by the CITY to the CONSULTANT within thirty (30) days after receipt of a properly documented, supported and approved invoice.

(e) CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against CITY arising out of this Agreement pursuant to the Work Authorization or otherwise relating to the work for which final payment is made, except those identified in writing by CONSULTANT as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by CITY shall be deemed to be a waiver of CITY'S right to enforce any obligations of CONSULTANT hereunder or to the recovery of damages for defective Work not discovered by CITY at the time of final inspection, and/or payment.

SECTION 8. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the City Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(b) CITY may perform or have performed an audit of the records of CONSULTANT before or after final payment to support final payment hereunder. Total compensation to CONSULTANT may be determined subsequent to an audit and shall be used to calculate final payment to CONSULTANT.

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CITY under the terms of the Agreement, CONSULTANT shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished

by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither CITY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

(c) CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT'S performance under this Agreement with the exception of those standard details and specifications regularly used by the CONSULTANT in its normal course of business shall become the property of CITY after final payment is made to CONSULTANT. Any reuse or modifications of such Documents for purposes other than those intended by the CONSULTANT in its scope of services shall be at the CITY'S sole risk and without liability to the CONSULTANT.

SECTION 11. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee

schedule attached and incorporated into the Work Authorization, up to a maximum of One Thousand Dollars (\$1,000.00) for any one day.

SECTION 12. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other. In addition, the CITY may, by written notice to CONSULTANT, terminate any Work Authorization issued hereunder, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement or any Work Authorization, CONSULTANT shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by CITY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to CITY for all reasonable

additional costs occasioned to CITY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of CITY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) All covenants, agreements and warranties made under this Agreement (including but not limited to representation relating to disclosure or ownership of documents) survive the termination of this Agreement.

SECTION 13. AGREEMENT AND WORK AUTHORIZATION IN CONFLICT.

Whenever the terms of this Agreement conflict with any Work Authorization issued pursuant to it, the Agreement shall prevail.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto

without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY. CONSULTANT agrees to hold CITY, its agents, employees, and officials, both elected and appointed, harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, arising out of the agreement to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT unless such claims are a result of the City's negligence, as determined by the final arbiter of such claim. CONSULTANT shall pay all costs of the CITY'S legal defense, as may be selected by the CITY, for all claims described above. Such payment to the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY'S exclusive remedy.

Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees and property. The CONSULTANT shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures are

reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONSULTANT acknowledges that such work stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

SECTION 17 GOVERNING LAW AND WAIVER OF JURY TRIAL

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

SECTION 18 LIMITATION OF REMEDY AND LIABILITY

Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

SECTION 19. INSURANCE.

1. General. CONSULTANT shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. The CONSULTANT, including service-related CONSULTANTS, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the CONSULTANT from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT'S employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the CONSULTANT'S operations under the Contract Documents, whether such operations be by the CONSULTANT, by any Subconsultant, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The CONSULTANT'S deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or

eliminated at the sole discretion of the City. The CONSULTANT is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions

- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate [*] \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate [*] \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

3. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall

contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten_(10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

4. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

SECTION 20. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the City Commission of Ormond Beach.

SECTION 21. REPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. CITY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define CITY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CITY continually and effectively advised of such designation.

SECTION 22. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the City Commission, and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the City Commission or any City advisory board, when requested

by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 23. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 24. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

(a) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed between the parties. NO OFFICER, EMPLOYEE OR AGENT OF CITY IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

(b) The CITY reserves the right to make changes in any Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall if requested by the CITY:

- (1) provide a written estimate for the increase or decrease in cost due to the contemplated change,
- (2) notify the CITY in writing of any estimated change in the completion date, and
- (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules as set for the in the Scope of Services and Work Authorization.

(c) If the CITY elects to make the change, the CITY shall issue a Work Authorization for the additional work and the CONSULTANT shall not commence work on any such change until such Work Authorization has been issued and signed by each of the parties.

SECTION 25. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 26. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 27 EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 28. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Work Authorization.

SECTION 29. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.
CONSULTANT expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY.

(e) Failure of the CONSULTANT to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the CONSULTANT to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

SECTION 30. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 31. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for

the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 32. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 33. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 34. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for is this Contract are accurate, complete and current as of the date of any specific Work Authorization. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or

noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 35. ENFORCEMENT COSTS/VENUE. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

SECTION 36. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
Engineering Division
c/o City Engineer
PO Box 277
Ormond Beach, Florida 32175-0277

For CONSULTANT:
HDR Engineering, Inc.
315 East Robinson Street
Suite 400
Orlando, FL 32801

SECTION 37. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 38. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
on the date below.

DATED this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

By:

BILL PARTINGTON
Mayor

Print Name

Attest:

JOYCE A. SHANAHAN
City Manager

Print Name

DATED this _____ day of _____, 202__.

Witnesses:

HDR ENGINEERING, INC.

By:

Print Name

Print Name

Title

Attest:

Print Name

Print Name

Title

CITY OF ORMOND BEACH

**CONTINUING CONTRACT FOR TRANSPORTATION PLANNING
& ENGINEERING SERVICES
RFQ 2021-01**

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between RS&H, INC. duly authorized to conduct business in the State of Florida, whose address is 301 East Pine Street, Suite 350, Orlando, Florida 32801, hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

W I T N E S S E T H:

WHEREAS, CITY desires to retain the services of a competent and qualified CONSULTANT to provide professional services which shall include, but not be limited to, transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should be familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and

provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges; and

WHEREAS, CITY requested pursuant to RFQ No. 2021-01, qualifications from consultants interested in providing professional services to the City and in accordance with, and subject to the limitations of the Consultants Competitive Negotiation Act, Section 287.055 and Section 287.057, Procurement of Contractual Services, Florida Statutes, or as amended, for projects in which the estimated construction cost of each individual project under the contract does not exceed 4 million, or for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000.00 (or as amended by law) and

WHEREAS, CITY received a letter of interest and qualifications from CONSULTANT; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to CITY and desires to provide professional services according to the terms and conditions stated herein, and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and CONSULTANT agree as follows:

SECTION 1. SERVICES. CITY does hereby retain CONSULTANT to furnish professional transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary

components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges. Required services shall be specifically enumerated, described, and depicted in the Work Authorizations authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the RFQ package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require CITY to place any orders for work.

SECTION 1a. MISCELLANEOUS SERVICES. From time to time the CITY may require assistance from the CONSULTANT for miscellaneous small projects unrelated to an on-going project for which a Work Authorization has been approved. The small projects may include inspections, attendance at meetings, review of developer's plans, review of the CITY's facilities or other small matters as requested by the CITY. The CONSULTANT shall provide these services only when authorized by the City Manager, or her designee. The CONSULTANT shall invoice the CITY on a monthly basis for such miscellaneous services. There is hereby granted a general authorization for up to \$5,000.00 for such services in each fiscal year. In the event there is a need to increase the general authorization amount in any fiscal year, the City Manager shall obtain approval from the City Commission prior to paying in excess of \$5,000.00 for such services in any fiscal year. Each invoice submitted for miscellaneous services shall detail what services were performed and by whom.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall remain in effect until terminated by either party with thirty (30) days written notice. Except as provided by Section 12 of this Agreement, termination of this Agreement shall have no effect upon Work Authorizations issued prior to termination or obligations there under.

SECTION 3. AUTHORIZATION FOR SERVICES.

1. Prior to authorization for professional services by the CONSULTANT:
 - (a) The CITY and CONSULTANT shall develop a well defined project description and complete understanding of the scope of services to be provided; and
 - (b) The CONSULTANT shall provide the CITY with a detailed fee proposal that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. If the fee proposal is accepted by the CITY, the CITY shall issue and execute a written Work Authorization to be signed by CONSULTANT.
 - (c) Based on the nature and cost of the services, the CITY may obtain an independent fee estimate to evaluate the reasonableness of the CONSULTANT's estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.
 - (d) The amount and method of compensation (Fixed Fee or Time Basis Method with a Not-to-Exceed amount).
 - (e) A fee schedule which shall be attached and incorporated into the Work Authorization that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of

reimbursable expenses, if any. Even if the manner of compensation is fixed fee, a fee schedule is required as justification for the fixed fee charged.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Authorizations as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method".

(a) If the Scope of Services required to be performed by a Work Authorization is clearly defined, the Work Authorization shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Authorization, but in no event shall CONSULTANT be paid more than the Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Authorization may be issued on a Time Basis Method and contain a Not-to-Exceed amount. The CONSULTANT shall be compensated for actual hours incurred in accordance with the fee schedule attached and incorporated into the Work Authorization. CONSULTANT shall perform all work required by the Work Authorization and compensated for actual hours incurred, but in no event shall

CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Authorization.

The CITY shall not compensate CONSULTANT for any changes in scope, time, or price that have not been preapproved in writing by the CITY.

SECTION 6. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance under the Work Authorization are reimbursable if they have been included in the Work Authorization as a reimbursable expense and subject to the limits as follows:

(1) Travel expenses in connection with the Project consistent with Sections 112.061, Florida Statutes, or its successor. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

(2) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(3) In-house copying charges, computer fees, photocopies less than 11" x 17", telephone services, and other similar items shall be considered a portion of the CONSULTANT's overhead costs and shall not be billed separately to the CITY. Any other reimbursable costs not specifically identified within this Section are authorized at actual cost only. The CITY shall not be billed and will not pay any "up charges" or any cost over and above the CONSULTANT's actual cost.

(4) If authorized in writing in advance by CITY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(5) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(6) All reimbursable expenses must be allowable, specific to the Agreement, and reasonable, as solely determined by CITY.

SECTION 7. PAYMENT AND BILLING.

(a) For Work Authorizations issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(b) For Work Authorizations issued on a Time Basis Method with a Not-to- Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Authorization shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:
City of Ormond Beach
Engineering Division
PO Box 277
Ormond Beach, Florida 32175-0277

(d) Payments shall be made by the CITY to the CONSULTANT within thirty (30) days after receipt of a properly documented, supported and approved invoice.

(e) CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against CITY arising out of this Agreement pursuant to the Work Authorization or otherwise relating to the work for which final payment is made, except those identified in writing by CONSULTANT as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by CITY shall be deemed to be a waiver of CITY'S right to enforce any obligations of CONSULTANT hereunder or to the recovery of damages for defective Work not discovered by CITY at the time of final inspection, and/or payment.

SECTION 8. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the City Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(b) CITY may perform or have performed an audit of the records of CONSULTANT before or after final payment to support final payment hereunder. Total compensation to CONSULTANT may be determined subsequent to an audit and shall be used to calculate final payment to CONSULTANT.

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CITY under the terms of the Agreement, CONSULTANT shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished

by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither CITY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

(c) CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT'S performance under this Agreement with the exception of those standard details and specifications regularly used by the CONSULTANT in its normal course of business shall become the property of CITY after final payment is made to CONSULTANT. Any reuse or modifications of such Documents for purposes other than those intended by the CONSULTANT in its scope of services shall be at the CITY'S sole risk and without liability to the CONSULTANT.

SECTION 11. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee

schedule attached and incorporated into the Work Authorization, up to a maximum of One Thousand Dollars (\$1,000.00) for any one day.

SECTION 12. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other. In addition, the CITY may, by written notice to CONSULTANT, terminate any Work Authorization issued hereunder, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement or any Work Authorization, CONSULTANT shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by CITY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to CITY for all reasonable

additional costs occasioned to CITY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of CITY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) All covenants, agreements and warranties made under this Agreement (including but not limited to representation relating to disclosure or ownership of documents) survive the termination of this Agreement.

SECTION 13. AGREEMENT AND WORK AUTHORIZATION IN CONFLICT.

Whenever the terms of this Agreement conflict with any Work Authorization issued pursuant to it, the Agreement shall prevail.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto

without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY. CONSULTANT agrees to hold CITY, its agents, employees, and officials, both elected and appointed, harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, arising out of the agreement, to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT unless such claims are a result of the City's negligence, as determined by the final arbiter of such claim. CONSULTANT shall pay all costs of the CITY'S legal defense, as may be selected by the CITY, for all claims described above. Such payment to the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY'S exclusive remedy.

Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees and property. The CONSULTANT shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures are

reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONSULTANT acknowledges that such work stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

SECTION 17 GOVERNING LAW AND WAIVER OF JURY TRIAL

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

SECTION 18 LIMITATION OF REMEDY AND LIABILITY

Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

SECTION 19. INSURANCE.

1. General. CONSULTANT shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. The CONSULTANT, including service-related CONSULTANTS, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the CONSULTANT from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT'S employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the CONSULTANT'S operations under the Contract Documents, whether such operations be by the CONSULTANT, by any Subconsultant, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The CONSULTANT'S deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or

eliminated at the sole discretion of the City. The CONSULTANT is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions

- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate [*] \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate [*] \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

3. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

4. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

SECTION 20. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the City Commission of Ormond Beach.

SECTION 21. REPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. CITY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define CITY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CITY continually and effectively advised of such designation.

SECTION 22. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the City Commission,

and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the City Commission or any City advisory board, when requested by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 23. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 24. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

(a) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed between the parties. NO OFFICER, EMPLOYEE OR AGENT OF CITY IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

(b) The CITY reserves the right to make changes in any Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall if requested by the CITY:

- (1) provide a written estimate for the increase or decrease in cost due to the contemplated change,
- (2) notify the CITY in writing of any estimated change in the completion date, and
- (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules as set for the in the Scope of Services and Work Authorization.

(c) If the CITY elects to make the change, the CITY shall issue a Work Authorization for the additional work and the CONSULTANT shall not commence work on any such change until such Work Authorization has been issued and signed by each of the parties.

SECTION 25. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 26. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 27 EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 28. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Work Authorization.

SECTION 29. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.
CONSULTANT expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY.

(e) Failure of the CONSULTANT to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the CONSULTANT to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

SECTION 30. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 31. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for

the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 32. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 33. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 34. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for is this Contract are accurate, complete and current as of the date of any specific Work Authorization. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or

noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 35. ENFORCEMENT COSTS/VENUE. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

SECTION 36. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
Engineering Division
c/o City Engineer
PO Box 277
Ormond Beach, Florida 32175-0277

For CONSULTANT:

RS&H, Inc.
301 East Pine Street
Suite 350
Orlando, FL 32801

RS&H, Inc.
Attention: Legal Department
10748 Deerwood Park Boulevard South
Jacksonville, FL 32256

SECTION 37. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 38. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
on the date below.

DATED this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

By:

BILL PARTINGTON
Mayor

Print Name

Attest:

JOYCE A. SHANAHAN
City Manager

Print Name

DATED this _____ day of _____, 2021.

Witnesses:

RS&H, INC.

By:

Print Name

Print Name

Title

Attest:

Print Name

Print Name

Title

CITY OF ORMOND BEACH

**CONTINUING CONTRACT FOR TRANSPORTATION PLANNING
& ENGINEERING SERVICES
RFQ 2021-01**

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between STANTEC CONSULTING SERVICES INC. duly authorized to conduct business in the State of Florida, whose address is 300 Primera Boulevard, Suite 300, Lake Mary, Florida 32746, hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

W I T N E S S E T H:

WHEREAS, CITY desires to retain the services of a competent and qualified CONSULTANT to provide professional services which shall include, but not be limited to, transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should be familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and

provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges; and

WHEREAS, CITY requested pursuant to RFQ No. 2021-01, qualifications from consultants interested in providing professional services to the City and in accordance with, and subject to the limitations of the Consultants Competitive Negotiation Act, Section 287.055 and Section 287.057, Procurement of Contractual Services, Florida Statutes, or as amended, for projects in which the estimated construction cost of each individual project under the contract does not exceed 4 million, or for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000.00 (or as amended by law) and

WHEREAS, CITY received a letter of interest and qualifications from CONSULTANT; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to CITY and desires to provide professional services according to the terms and conditions stated herein, and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and CONSULTANT agree as follows:

SECTION 1. SERVICES. CITY does hereby retain CONSULTANT to furnish professional transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary

components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges. Required services shall be specifically enumerated, described, and depicted in the Work Authorizations authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the RFQ package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require CITY to place any orders for work.

SECTION 1a. MISCELLANEOUS SERVICES. From time to time the CITY may require assistance from the CONSULTANT for miscellaneous small projects unrelated to an on-going project for which a Work Authorization has been approved. The small projects may include inspections, attendance at meetings, review of developer's plans, review of the CITY's facilities or other small matters as requested by the CITY. The CONSULTANT shall provide these services only when authorized by the City Manager, or her designee. The CONSULTANT shall invoice the CITY on a monthly basis for such miscellaneous services. There is hereby granted a general authorization for up to \$5,000.00 for such services in each fiscal year. In the event there is a need to increase the general authorization amount in any fiscal year, the City Manager shall obtain approval from the City Commission prior to paying in excess of \$5,000.00 for such services in any fiscal year. Each invoice submitted for miscellaneous services shall detail what services were performed and by whom.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall remain in effect until terminated by either party with thirty (30) days written notice. Except as provided by Section 12 of this Agreement, termination of this Agreement shall have no effect upon Work Authorizations issued prior to termination or obligations there under.

SECTION 3. AUTHORIZATION FOR SERVICES.

1. Prior to authorization for professional services by the CONSULTANT:
 - (a) The CITY and CONSULTANT shall develop a well defined project description and complete understanding of the scope of services to be provided; and
 - (b) The CONSULTANT shall provide the CITY with a detailed fee proposal that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. If the fee proposal is accepted by the CITY, the CITY shall issue and execute a written Work Authorization to be signed by CONSULTANT.
 - (c) Based on the nature and cost of the services, the CITY may obtain an independent fee estimate to evaluate the reasonableness of the CONSULTANT's estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.
 - (d) The amount and method of compensation (Fixed Fee or Time Basis Method with a Not-to-Exceed amount).
 - (e) A fee schedule which shall be attached and incorporated into the Work Authorization that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of

reimbursable expenses, if any. Even if the manner of compensation is fixed fee, a fee schedule is required as justification for the fixed fee charged.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Authorizations as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method".

(a) If the Scope of Services required to be performed by a Work Authorization is clearly defined, the Work Authorization shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Authorization, but in no event shall CONSULTANT be paid more than the Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Authorization may be issued on a Time Basis Method and contain a Not-to-Exceed amount. The CONSULTANT shall be compensated for actual hours incurred in accordance with the fee schedule attached and incorporated into the Work Authorization. CONSULTANT shall perform all work required by the Work Authorization and compensated for actual hours incurred, but in no event shall

CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Authorization.

The CITY shall not compensate CONSULTANT for any changes in scope, time, or price that have not been preapproved in writing by the CITY.

SECTION 6. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance under the Work Authorization are reimbursable if they have been included in the Work Authorization as a reimbursable expense and subject to the limits as follows:

(1) Travel expenses in connection with the Project consistent with Sections 112.061, Florida Statutes, or its successor. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

(2) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(3) In-house copying charges, computer fees, photocopies less than 11" x 17", telephone services, and other similar items shall be considered a portion of the CONSULTANT's overhead costs and shall not be billed separately to the CITY. Any other reimbursable costs not specifically identified within this Section are authorized at actual cost only. The CITY shall not be billed and will not pay any "up charges" or any cost over and above the CONSULTANT's actual cost.

(4) If authorized in writing in advance by CITY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(5) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(6) All reimbursable expenses must be allowable, specific to the Agreement, and reasonable, as solely determined by CITY.

SECTION 7. PAYMENT AND BILLING.

(a) For Work Authorizations issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(b) For Work Authorizations issued on a Time Basis Method with a Not-to- Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Authorization shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:
 City of Ormond Beach
 Engineering Division
 PO Box 277
 Ormond Beach, Florida 32175-0277

(d) Payments shall be made by the CITY to the CONSULTANT within thirty (30) days after receipt of a properly documented, supported and approved invoice.

(e) CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against CITY arising out of this Agreement pursuant to the Work Authorization or otherwise relating to the work for which final payment is made, except those identified in writing by CONSULTANT as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by CITY shall be deemed to be a waiver of CITY'S right to enforce any obligations of CONSULTANT hereunder or to the recovery of damages for defective Work not discovered by CITY at the time of final inspection, and/or payment.

SECTION 8. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the City Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(b) CITY may perform or have performed an audit of the records of CONSULTANT before or after final payment to support final payment hereunder. Total compensation to CONSULTANT may be determined subsequent to an audit and shall be used to calculate final payment to CONSULTANT.

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CITY under the terms of the Agreement, CONSULTANT shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished

by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither CITY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

(c) CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT'S performance under this Agreement with the exception of those standard details and specifications regularly used by the CONSULTANT in its normal course of business shall become the property of CITY after final payment is made to CONSULTANT. Any reuse or modifications of such Documents for purposes other than those intended by the CONSULTANT in its scope of services shall be at the CITY'S sole risk and without liability to the CONSULTANT.

SECTION 11. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee

schedule attached and incorporated into the Work Authorization, up to a maximum of One Thousand Dollars (\$1,000.00) for any one day.

SECTION 12. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other. In addition, the CITY may, by written notice to CONSULTANT, terminate any Work Authorization issued hereunder, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement or any Work Authorization, CONSULTANT shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by CITY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to CITY for all reasonable

additional costs occasioned to CITY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of CITY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) All covenants, agreements and warranties made under this Agreement (including but not limited to representation relating to disclosure or ownership of documents) survive the termination of this Agreement.

SECTION 13. AGREEMENT AND WORK AUTHORIZATION IN CONFLICT.

Whenever the terms of this Agreement conflict with any Work Authorization issued pursuant to it, the Agreement shall prevail.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto

without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY. CONSULTANT agrees to hold CITY, its agents, employees, and officials, both elected and appointed, harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, arising out of the agreement, to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT unless such claims are a result of the City's negligence, as determined by the final arbiter of such claim. CONSULTANT shall pay all costs of the CITY'S legal defense, as may be selected by the CITY, for all claims described above. Such payment to the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY'S exclusive remedy.

Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees and property. The CONSULTANT shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures are

reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONSULTANT acknowledges that such work stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

SECTION 17 GOVERNING LAW AND WAIVER OF JURY TRIAL

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

SECTION 18 LIMITATION OF REMEDY AND LIABILITY

Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

SECTION 19. INSURANCE.

1. General. CONSULTANT shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. The CONSULTANT, including service-related CONSULTANTS, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the CONSULTANT from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT'S employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the CONSULTANT'S operations under the Contract Documents, whether such operations be by the CONSULTANT, by any Subconsultant, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The CONSULTANT'S deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or

eliminated at the sole discretion of the City. The CONSULTANT is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions

- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate [*] \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate [*] \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

3. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

4. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

SECTION 20. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the City Commission of Ormond Beach.

SECTION 21. REPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. CITY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define CITY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CITY continually and effectively advised of such designation.

SECTION 22. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the City Commission,

and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the City Commission or any City advisory board, when requested by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 23. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 24. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

(a) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed between the parties. NO OFFICER, EMPLOYEE OR AGENT OF CITY IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

(b) The CITY reserves the right to make changes in any Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall if requested by the CITY: (1) provide a written estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY in writing of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules as set for the in the Scope of Services and Work Authorization.

(c) If the CITY elects to make the change, the CITY shall issue a Work Authorization for the additional work and the CONSULTANT shall not commence work on any such change until such Work Authorization has been issued and signed by each of the parties.

SECTION 25. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 26. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 27 EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 28. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Work Authorization.

SECTION 29. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.
CONSULTANT expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY.

(e) Failure of the CONSULTANT to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the CONSULTANT to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

SECTION 30. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 31. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for

the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 32. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 33. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 34. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for is this Contract are accurate, complete and current as of the date of any specific Work Authorization. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or

noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 35. ENFORCEMENT COSTS/VENUE. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

SECTION 36. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
Engineering Division
c/o City Engineer
PO Box 277
Ormond Beach, Florida 32175-0277

For CONSULTANT:

Stantec Consulting Services Inc.
300 Primera Boulevard
Suite 300
Lake Mary, FL 32746-2145

SECTION 37. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 38. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
on the date below.

DATED this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

By:

BILL PARTINGTON
Mayor

Print Name

Attest:

JOYCE A. SHANAHAN
City Manager

Print Name

DATED this _____ day of _____, 2021.

Witnesses:

STANTEC CONSULTING SERVICES INC.

By:

Print Name

Print Name

Title

Attest:

Print Name

Print Name

Title

CITY OF ORMOND BEACH

**CONTINUING CONTRACT FOR TRANSPORTATION PLANNING
& ENGINEERING SERVICES
RFQ 2021-01**

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between TRAFFIC ENGINEERING DATA SOLUTIONS, INC. duly authorized to conduct business in the State of Florida, whose address is 80 Spring Vista Drive, DeBary, Florida 32713, hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

WITNESSETH:

WHEREAS, CITY desires to retain the services of a competent and qualified CONSULTANT to provide professional services which shall include, but not be limited to, transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should be familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and

provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges; and

WHEREAS, CITY requested pursuant to RFQ No. 2021-01, qualifications from consultants interested in providing professional services to the City and in accordance with, and subject to the limitations of the Consultants Competitive Negotiation Act, Section 287.055 and Section 287.057, Procurement of Contractual Services, Florida Statutes, or as amended, for projects in which the estimated construction cost of each individual project under the contract does not exceed 4 million, or for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000.00 (or as amended by law) and

WHEREAS, CITY received a letter of interest and qualifications from CONSULTANT; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to CITY and desires to provide professional services according to the terms and conditions stated herein, and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and CONSULTANT agree as follows:

SECTION 1. SERVICES. CITY does hereby retain CONSULTANT to furnish professional transportation planning and engineering consulting services including traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, concurrency management studies, and corridor studies. Consultants should familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long range transportation plans administered by that organization. Engineering roadway design services may also include the engineering design of collector and rural roadways including all ancillary

components normally required, design of minor bridges and culverts associated with roadways, ability to inspect and provide roadway assessment reports, for the rehabilitation, reconstruction, and resurfacing of roadways and bridges. Required services shall be specifically enumerated, described, and depicted in the Work Authorizations authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the RFQ package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require CITY to place any orders for work.

SECTION 1a. MISCELLANEOUS SERVICES. From time to time the CITY may require assistance from the CONSULTANT for miscellaneous small projects unrelated to an on-going project for which a Work Authorization has been approved. The small projects may include inspections, attendance at meetings, review of developer's plans, review of the CITY's facilities or other small matters as requested by the CITY. The CONSULTANT shall provide these services only when authorized by the City Manager, or her designee. The CONSULTANT shall invoice the CITY on a monthly basis for such miscellaneous services. There is hereby granted a general authorization for up to \$5,000.00 for such services in each fiscal year. In the event there is a need to increase the general authorization amount in any fiscal year, the City Manager shall obtain approval from the City Commission prior to paying in excess of \$5,000.00 for such services in any fiscal year. Each invoice submitted for miscellaneous services shall detail what services were performed and by whom.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall remain in effect until terminated by either party with thirty (30) days written notice. Except as provided by Section 12 of this Agreement, termination of this Agreement shall have no effect upon Work Authorizations issued prior to termination or obligations there under.

SECTION 3. AUTHORIZATION FOR SERVICES.

1. Prior to authorization for professional services by the CONSULTANT:
 - (a) The CITY and CONSULTANT shall develop a well defined project description and complete understanding of the scope of services to be provided; and
 - (b) The CONSULTANT shall provide the CITY with a detailed fee proposal that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. If the fee proposal is accepted by the CITY, the CITY shall issue and execute a written Work Authorization to be signed by CONSULTANT.
 - (c) Based on the nature and cost of the services, the CITY may obtain an independent fee estimate to evaluate the reasonableness of the CONSULTANT's estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.
 - (d) The amount and method of compensation (Fixed Fee or Time Basis Method with a Not-to-Exceed amount).
 - (e) A fee schedule which shall be attached and incorporated into the Work Authorization that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of

reimbursable expenses, if any. Even if the manner of compensation is fixed fee, a fee schedule is required as justification for the fixed fee charged.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Authorizations as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method".

(a) If the Scope of Services required to be performed by a Work Authorization is clearly defined, the Work Authorization shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Authorization, but in no event shall CONSULTANT be paid more than the Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Authorization may be issued on a Time Basis Method and contain a Not-to-Exceed amount. The CONSULTANT shall be compensated for actual hours incurred in accordance with the fee schedule attached and incorporated into the Work Authorization. CONSULTANT shall perform all work required by the Work Authorization and compensated for actual hours incurred, but in no event shall

CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Authorization.

The CITY shall not compensate CONSULTANT for any changes in scope, time, or price that have not been preapproved in writing by the CITY.

SECTION 6. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance under the Work Authorization are reimbursable if they have been included in the Work Authorization as a reimbursable expense and subject to the limits as follows:

(1) Travel expenses in connection with the Project consistent with Sections 112.061, Florida Statutes, or its successor. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

(2) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(3) In-house copying charges, computer fees, photocopies less than 11" x 17", telephone services, and other similar items shall be considered a portion of the CONSULTANT's overhead costs and shall not be billed separately to the CITY. Any other reimbursable costs not specifically identified within this Section are authorized at actual cost only. The CITY shall not be billed and will not pay any "up charges" or any cost over and above the CONSULTANT's actual cost.

(4) If authorized in writing in advance by CITY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(5) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(6) All reimbursable expenses must be allowable, specific to the Agreement, and reasonable, as solely determined by CITY.

SECTION 7. PAYMENT AND BILLING.

(a) For Work Authorizations issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(b) For Work Authorizations issued on a Time Basis Method with a Not-to- Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Authorization shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:
 City of Ormond Beach
 Engineering Division
 PO Box 277
 Ormond Beach, Florida 32175-0277

(d) Payments shall be made by the CITY to the CONSULTANT within thirty (30) days after receipt of a properly documented, supported and approved invoice.

(e) CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against CITY arising out of this Agreement pursuant to the Work Authorization or otherwise relating to the work for which final payment is made, except those identified in writing by CONSULTANT as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by CITY shall be deemed to be a waiver of CITY'S right to enforce any obligations of CONSULTANT hereunder or to the recovery of damages for defective Work not discovered by CITY at the time of final inspection, and/or payment.

SECTION 8. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the City Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(b) CITY may perform or have performed an audit of the records of CONSULTANT before or after final payment to support final payment hereunder. Total compensation to CONSULTANT may be determined subsequent to an audit and shall be used to calculate final payment to CONSULTANT.

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CITY under the terms of the Agreement, CONSULTANT shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished

by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither CITY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

(c) CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT'S performance under this Agreement with the exception of those standard details and specifications regularly used by the CONSULTANT in its normal course of business shall become the property of CITY after final payment is made to CONSULTANT. Any reuse or modifications of such Documents for purposes other than those intended by the CONSULTANT in its scope of services shall be at the CITY'S sole risk and without liability to the CONSULTANT.

SECTION 11. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee

schedule attached and incorporated into the Work Authorization, up to a maximum of One Thousand Dollars (\$1,000.00) for any one day.

SECTION 12. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other. In addition, the CITY may, by written notice to CONSULTANT, terminate any Work Authorization issued hereunder, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement or any Work Authorization, CONSULTANT shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by CITY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to CITY for all reasonable

additional costs occasioned to CITY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of CITY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) All covenants, agreements and warranties made under this Agreement (including but not limited to representation relating to disclosure or ownership of documents) survive the termination of this Agreement.

SECTION 13. AGREEMENT AND WORK AUTHORIZATION IN CONFLICT.

Whenever the terms of this Agreement conflict with any Work Authorization issued pursuant to it, the Agreement shall prevail.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto

without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY. CONSULTANT agrees to hold CITY, its agents, employees, and officials, both elected and appointed, harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, arising out of the agreement, to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT unless such claims are a result of the City's negligence, as determined by the final arbiter of such claim. CONSULTANT shall pay all costs of the CITY'S legal defense, as may be selected by the CITY, for all claims described above. Such payment to the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY'S exclusive remedy.

Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees and property. The CONSULTANT shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures are

reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONSULTANT acknowledges that such work stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

SECTION 17 GOVERNING LAW AND WAIVER OF JURY TRIAL

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

SECTION 18 LIMITATION OF REMEDY AND LIABILITY

Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

SECTION 19. INSURANCE.

1. General. CONSULTANT shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. The CONSULTANT, including service-related CONSULTANTS, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the CONSULTANT from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT'S employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the CONSULTANT'S operations under the Contract Documents, whether such operations be by the CONSULTANT, by any Subconsultant, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The CONSULTANT'S deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or

eliminated at the sole discretion of the City. The CONSULTANT is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions

- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate [*] \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate [*] \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

3. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

4. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

SECTION 20. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the City Commission of Ormond Beach.

SECTION 21. REPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. CITY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define CITY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CITY continually and effectively advised of such designation.

SECTION 22. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the City Commission,

and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the City Commission or any City advisory board, when requested by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 23. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 24. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

(a) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed between the parties. NO OFFICER, EMPLOYEE OR AGENT OF CITY IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

(b) The CITY reserves the right to make changes in any Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall if requested by the CITY: (1) provide a written estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY in writing of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules as set for the in the Scope of Services and Work Authorization.

(c) If the CITY elects to make the change, the CITY shall issue a Work Authorization for the additional work and the CONSULTANT shall not commence work on any such change until such Work Authorization has been issued and signed by each of the parties.

SECTION 25. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 26. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 27 EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 28. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Work Authorization.

SECTION 29. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.
CONSULTANT expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY.

(e) Failure of the CONSULTANT to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the CONSULTANT to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

SECTION 30. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 31. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for

the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 32. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 33. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 34. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for is this Contract are accurate, complete and current as of the date of any specific Work Authorization. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or

noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 35. ENFORCEMENT COSTS/VENUE. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

SECTION 36. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
Engineering Division
c/o City Engineer
PO Box 277
Ormond Beach, Florida 32175-0277

For CONSULTANT:

Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, FL 32713

SECTION 37. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 38. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
on the date below.

DATED this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

By:

BILL PARTINGTON
Mayor

Print Name

Attest:

JOYCE A. SHANAHAN
City Manager

Print Name

DATED this _____ day of _____, 2021.

Witnesses:

**TRAFFIC ENGINEERING DATA
SOLUTIONS, INC.**

By:

Print Name

Print Name

Title

Attest:

Print Name

Print Name

Title



RFQ Evaluation Summary

HDR
Teds
RS&H
Stantec.

RFQ 2021-01 Continuing Contract for Professional Transportation Planning

Date & Time: November 24th 10:00 AM

The RFQ's were scored on the following criteria:

Qualifications of the Firm (40 points)

Project Team (30 points)

Relevant Project Experience (30 points)

Summary																		
Firm	Sean	Steve	Alex	Qualifications of the Firm* (0-120 points)**	Sean	Steve	Alex	Project Team* (0-90 points)**	Sean	Steve	Alex	Relevant Project Experience* (0-90 points)**	Sean	Steve	Alex	Reviewer Individual Totals	**Total	Rank
Capital Consulting Solutions	20	30	22		18	24	15		15	20	18		53	74	55		182	10
GRAEF	28	31	26		18	26	30		18	22	24		64	79	80		223	8
HDR	38	38	40		20	28	25		28	29	30		96	95	95		286	1
MetaWorld Civic Consulting	24	30	28		15	24	15		21	20	21		60	74	64		198	9
Neel-Schaffer	32	36	30		24	26	25		25	27	24		81	89	79		249	6
Prosser	34	35	24		24	26	20		27	26	24		85	87	68		240	7
RS&H	35	36	36		24	27	30		26	26	18		85	89	88	84	258	3
Stantec	38	35	32		30	26	30		24	25	18		92	86	80		258	4
Traffic Engineering Data Solutions	36	38	38		30	28	30		24	29	30		90	95	98		283	2
Upham Inc	36	31	34		27	26	30		24	23	24		87	80	88		255	5

* Note that the total number in the criteria boxes are a total of all 3 members on committee.

** Note that the total is a combination of all criteria added together (maximum of 300 total).

Rob Hart
Purchasing Coordinator



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: January 5, 2021

Subject: Radio Control Club Auto Renewal

Commission Goal: Quality of Life - Other

Introduction

This is a disposition item notifying the City Commission of staff's intent to allow the auto renewal of the Ormond Beach Radio Control Club agreement for an additional year.

Background

The agreement with the Ormond Beach Radio Control Club ("Club") automatically renews after the initial term of the contract. The lease agreement allows the Ormond Beach Radio Control Club to operate electric-powered model airplanes in the upper landfill area in Nova Community Park, following strict conditions which do not impact the neighboring residential area. The Club has continuously met all those conditions.

Discussion

The Leisure Services Department has contacted the Ormond Beach Radio Control Club and determined that they would like to continue this agreement. The contract has been allowed to automatically renew annually since 2008. Staff's intent is to allow the contract to auto-renew for an additional year.

Citizen Impact

The Ormond Beach Radio Control Club lease provides a way for citizens to enjoy their hobby in a professional manner at a designated location that will cause the least disturbance to surrounding neighbors.

Budget Impact

There is no budget impact.

Recommendation

Staff's intent is to allow the contract to auto-renew an additional year; unless otherwise directed by the City Commission

Attachments:

- Auto Renew Contract with Radio Control Club (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 12/14/2020
Claire Whitley, Assistant City Manager 12/16/2020**APPROVED BY:**
Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2007-56

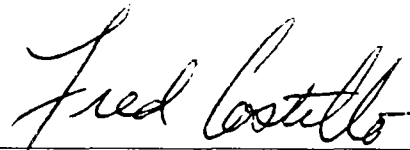
A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT AND A FIRST AMENDED ACCESS AGREEMENT BETWEEN THE CITY AND ORMOND BEACH RADIO CONTROL CLUB, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a First Amended Model Airplane Lease Agreement and a First Amended Access Agreement between the City and Ormond Beach Radio Control Club, Inc., for the purposes stated therein; copies of said agreements being attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 1st day of May, 2007.



FRED COSTELLO
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk

FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT

THIS FIRST AMENDED AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH RADIO CONTROL CLUB, INC.**, a non-profit corporation duly formed and existing under the laws of the State of Florida, ("LESSEE"), on the terms and conditions described herein, which terms and conditions constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services that are provided by non-profit volunteer recreation groups; and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE; and

WHEREAS, the LESSOR and LESSEE desire to enter into a lease for the use of certain premises as described in Exhibit "A" attached hereto solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the lease premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. **RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. **GENERAL COVENANTS.**

a) LESSEE is a non-profit corporation and no officer, director, board member, or volunteer thereof shall receive any compensation for their services.

b) LESSEE shall have the exclusive privilege of using the premises, as described and depicted in Exhibit "A" attached hereto and incorporated herein by reference,

solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the premises, subject to the following conditions:

- i) Designated times for the use of the premises shall be: Monday through Saturday (8:00 a.m. to 8:00 p.m.); and Sunday (9:00 a.m. to 6:00 p.m.).
- ii) Only electric-powered model airplanes shall be operated (fuel-powered model airplanes are prohibited). No more than two (2) electric-powered airplanes shall be operated at the same time.
- iii) Electric-powered model airplanes shall only be operated on and in the airspace above the premises depicted in Exhibit "A". Flags shall be posted around the perimeter of the premises to delineate the boundary of the fly-zone.

c) Contemporaneously with the execution of this Agreement the parties hereto shall enter into an access easement for the ingress and egress by LESSEE to the premises depicted on Exhibit "A". By providing access to the premises LESSOR is not expressly or implicitly agreeing to give LESSEE additional access to any other portion of LESSOR'S property located at 440 N. Nova Road, Ormond Beach, Volusia County, Florida.

d) Vehicular access to the premises depicted on Exhibit "A" shall only be gained over the access easement and shall be strictly restricted to vehicles with the appropriate disabled parking permit issued under Sections 316.1958 or 320.0848, *Florida Statutes*, or a license plate issued under Sections 320.084, 320.0842, 320.0843 or 320.0845, *Florida Statutes*, and such access will be permitted only when the vehicle is transporting the person to whom the displayed permit is issued. Otherwise, all access to the premises depicted on Exhibit "A" shall be strictly pedestrian access only. Violation of this provision may result in the City's termination of this lease agreement without benefit of the notice provisions set forth in Paragraph 5, TERM AND TERMINATION.

3. **MAINTENANCE.** LESSOR shall maintain and repair the premises at its own expense, and shall have the right to close the premises and/or surrounding facilities to

protect the health, safety, or welfare of the public. The LESSEE shall not perform any maintenance or repair of the premises without the prior written consent of the LESSOR.

4. **IMPROVEMENTS.** The LESSEE shall not make any alterations or improvements to the leased premises without the complying with any required conditions of the City's Land Development Code. Any alterations or improvements to the leased premises by LESSEE shall not involve vehicular access of any type with the exception of a riding lawnmower as provided in Paragraph 3 above as to the area depicted in Exhibit "A." Any alterations or improvements to the leased premises by LESSEE shall not involve any compaction of the area depicted in Exhibit "A." LESSEE assumes all risk with respect to the construction of the improvements to the property and agrees that all improvements shall comply with all building code requirements, including all matters pertaining to zoning of the property. All improvements to the property made by LESSEE shall become the property of LESSOR upon termination of this agreement. The LESSEE shall be responsible for paying any and all costs and expenses associated with any improvement it makes to the leased premises.

5. **TERM AND TERMINATION.** This Agreement shall begin on the date it is last signed by the respective parties. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides prior notice to the other party of their intent not to renew the Agreement. Either party may terminate this agreement without cause upon providing the other party with at least sixty (60) days prior written notice. The city commission may terminate this Agreement for cause for a violation of any of the General Covenants described in paragraph 2 above upon providing the other party with at least thirty (30) days prior written notice of the intention to terminate the Agreement for cause.

6. **CONSIDERATION.** LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities.

7. **LIABILITY AND INDEMNIFICATION.**

a) **Hold Harmless & Indemnification.** The LESSEE shall hold harmless and indemnify the LESSOR (including its appointed and elected officers, employees, agents, and

other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by LESSEE (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

b) **Loss Control & Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

8. **ADVERTISEMENT.** No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City Leisure Services Director. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

9. **SOVEREIGN IMMUNITY.** The CITY retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

10. **ASSIGNMENT.** This Agreement shall not be assigned, transferred, or otherwise conveyed in whole or in part, including all or any part of any privileges thereunder by either party.

11. **INSURANCE.** The LESSEE shall, at its own expense, purchase and maintain applicable insurance in accordance with the City's applicable insurance requirements.

12. **COMPLETE AGREEMENT.** This Agreement constitutes the entire and complete agreement between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

13. **SEVERABILITY.** In the event any provision of this Agreement is declared to be null and void and unenforceable by a court of competent jurisdiction, then in that event, the remaining part of the Agreement shall remain in full force and effect.

14. **NOTICES.** Any notice that is required to be given by this Agreement shall be directed to the following:

CITY OF ORMOND BEACH
Office of the City Manager
22 South Beach Street
Ormond Beach, FL 32174

ORMOND BEACH RADIO
CONTROL CLUB, INC.
4 Katrinas Drive
Ormond Beach, FL 32174

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1st day of May, 2007

Witnesses:

CITY OF ORMOND BEACH

Lars Toney
Print Name: Lars Toney

By: Fred Costello
FRED COSTELLO
Mayor

Sha Ross
Print Name: Sha Ross

Attest: Isaac Turner
ISAAC TURNER
City Manager

DATED this 0th day of May, 2007.

Witnesses:

ORMOND BEACH RADIO
CONTROL CLUB, INC.

Dawn Cooklin
Print Name: Dawn Cooklin

By: Clifford Norris
CLIFFORD NORRIS
President

Lois Toway
Print Name: Lois Toway

Attest: _____
Print Name: _____
Title: _____

ORMOND BEACH RADIO CONTROL CLUB

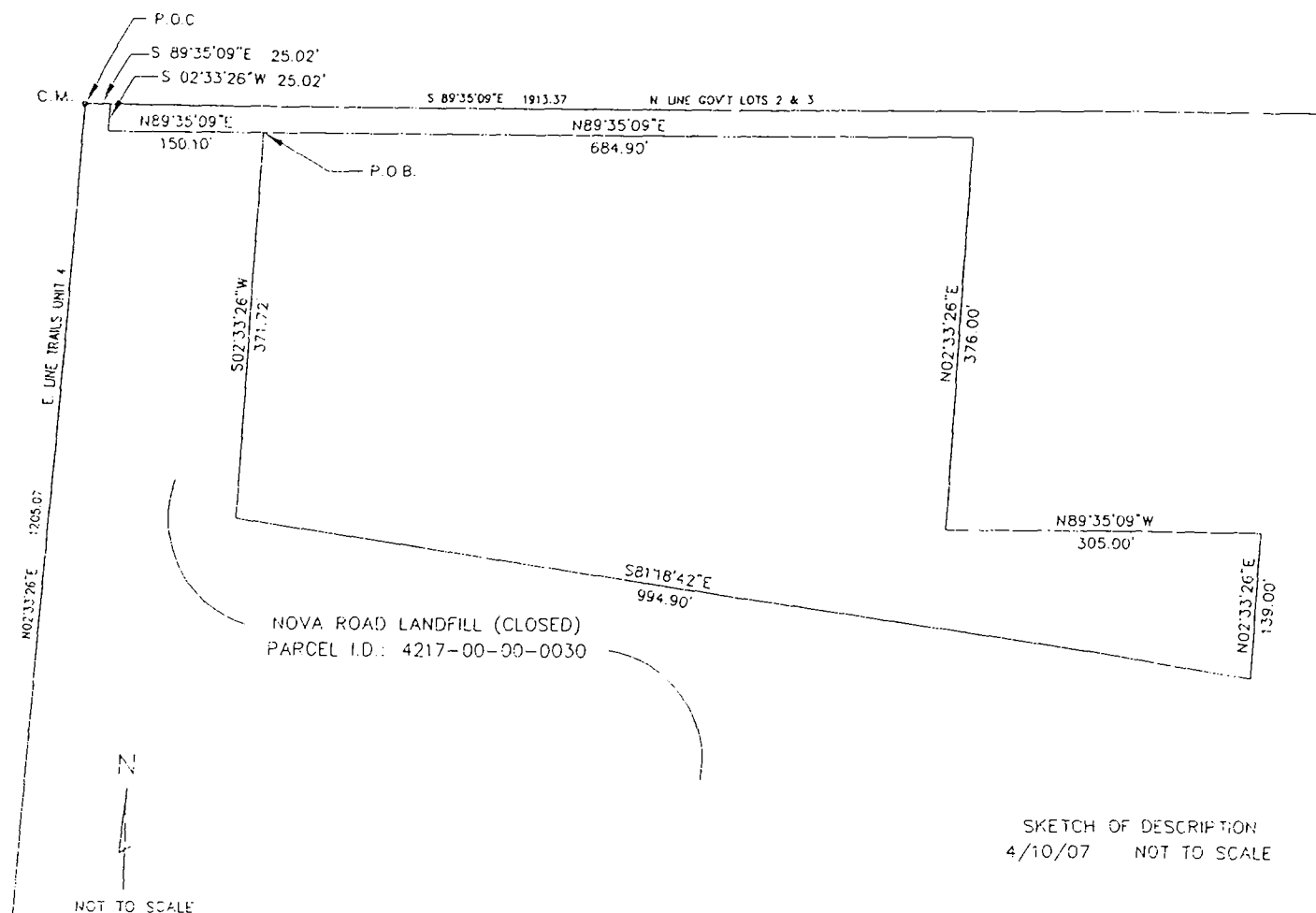
EXHIBIT "A"

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ} 35' 09''$ EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH $2^{\circ} 33' 26''$ WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET, THENCE NORTH $89^{\circ} 35' 09''$ EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $2^{\circ} 33' 26''$ WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH $81^{\circ} 18' 42''$ EAST A DISTANCE OF 994.90 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 139.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 305.00 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 376.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437
ACRES, MORE OR LESS



FIRST AMENDED ACCESS AGREEMENT

May **THIS AMENDED AGREEMENT** is entered into on the 10th day of May, 2007, between and among the **CITY OF ORMOND BEACH**, a Florida municipal corporation (hereinafter referred to as the "Grantor") and **ORMOND BEACH RADIO CONTROL CLUB, INC.**, a Florida non-profit corporation, whose post office address is 4 Katrinas Drive, Ormond Beach, Volusia County, Florida 32174 (hereinafter referred to as "Club"), on the terms and conditions set forth below.

WHEREAS, Grantor is the owner of certain property located at 440 Nova Road, Ormond Beach, Volusia County, Florida; and

WHEREAS, the Club wishes to obtain access to a portion of this property as described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of flying electric-powered model airplanes (this specific portion of the property is hereinafter referred to as the "Premises"); and

WHEREAS, Grantor has determined that it is in the best interests of the Grantor and Club to grant unto the Club limited access to the Premises pursuant to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Grantor hereby grants and conveys unto the Club limited access to the Premises for the sole purpose of allowing the Club to utilize the Premises for the operation of electric-powered model airplanes in accordance with that certain First Amended Model Airplane Lease Agreement. Ingress and egress to the Premises shall be gained over an access easement as described and depicted on Exhibit "B" attached hereto and incorporated herein by reference. Ingress and egress shall be for pedestrian use only except for limited vehicular access as outlined in Paragraph 2(d) of the Model Airplane Lease Agreement executed by the parties hereto. By providing access to the Premises, Grantor is not expressly or implicitly agreeing to give the Club additional access to any other portion of Grantor's property located at 440 Nova Road, Ormond Beach, Volusia County, Florida.

2. The Club shall hold harmless and indemnify the Grantor (including its appointed and elected officers, employees, agents, and other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by Club (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the access easement or recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

3. Any notice required to be given in connection with this Agreement shall be in writing and deemed received 72 hours after its deposit in the United States Mail, Certified Mail Return Receipt, postage pre-paid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at the following addresses:

If to Grantor:

City Manager
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277

If to Club:

President
Ormond Beach Radio Control Club, Inc.
4 Katrinas Drive
Ormond Beach, FL 32174

4. The Grantor and the Club agree that this Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral relating to the matters set forth herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. The covenants, promises, and representations herein contained shall survive any termination of this Agreement.

5. The Grantor retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

6. Venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Fla. The parties expressly waive venue in any other state or federal forum.

7. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such termination.

8. This Agreement shall be recorded in the Public Records of Volusia County, at the expense of the Club.

9. Each party, and each person signing on behalf of a party, represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without the approval of any other person.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed on the day and year first above written.

WITNESSES:

CITY OF ORMOND BEACH, FLORIDA

Lisa Towey
 Print Name: Lisa Towey

BY:

Fred Costello
FRED COSTELLO
 Mayor

Shirley Moss
 Print Name: Shirley Moss

ATTEST:

Isaac D. Turner
ISAAC D. TURNER
 City Manager

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of May, 2007, by FRED COSTELLO and ISAAC D. TURNER, the Mayor and City Manager of the City of Ormond Beach respectively, on behalf of the City of Ormond Beach. They are personally known to me.

NOTARY SEAL

NOTARY PUBLIC-STATE OF FLORIDA
 **Veronica Patterson**
 Commission #DD413444
 Expires: MAY 12, 2009
 Bonded Thru Atlantic Bonding Co., Inc.

Veronica Patterson

WITNESSES:

**ORMOND BEACH RADIO CONTROL
 CLUB, INC.,** a Florida non-profit corporation

Dawn Conklin
 Print Name: Dawn Conklin

BY:

Clifford Norris
 Print Name: Clifford Norris
 Title: President

Lisa Towey
 Print Name: Lisa Towey

ATTEST:

Print Name: _____
 Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of May, 2007, by Clifford Norris, the President of the Ormond Beach Radio Control Club, Inc. He is personally known to me or has produced _____ as identification.

NOTARY SEAL



Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 **Veronica Patterson**
Commission #DD413444
Expires: MAY 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, the _____ of the Ormond Beach Radio Control Club, Inc. He is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public

EXHIBIT "A" to Access Agreement

ORMOND BEACH RADIO CONTROL CLUB

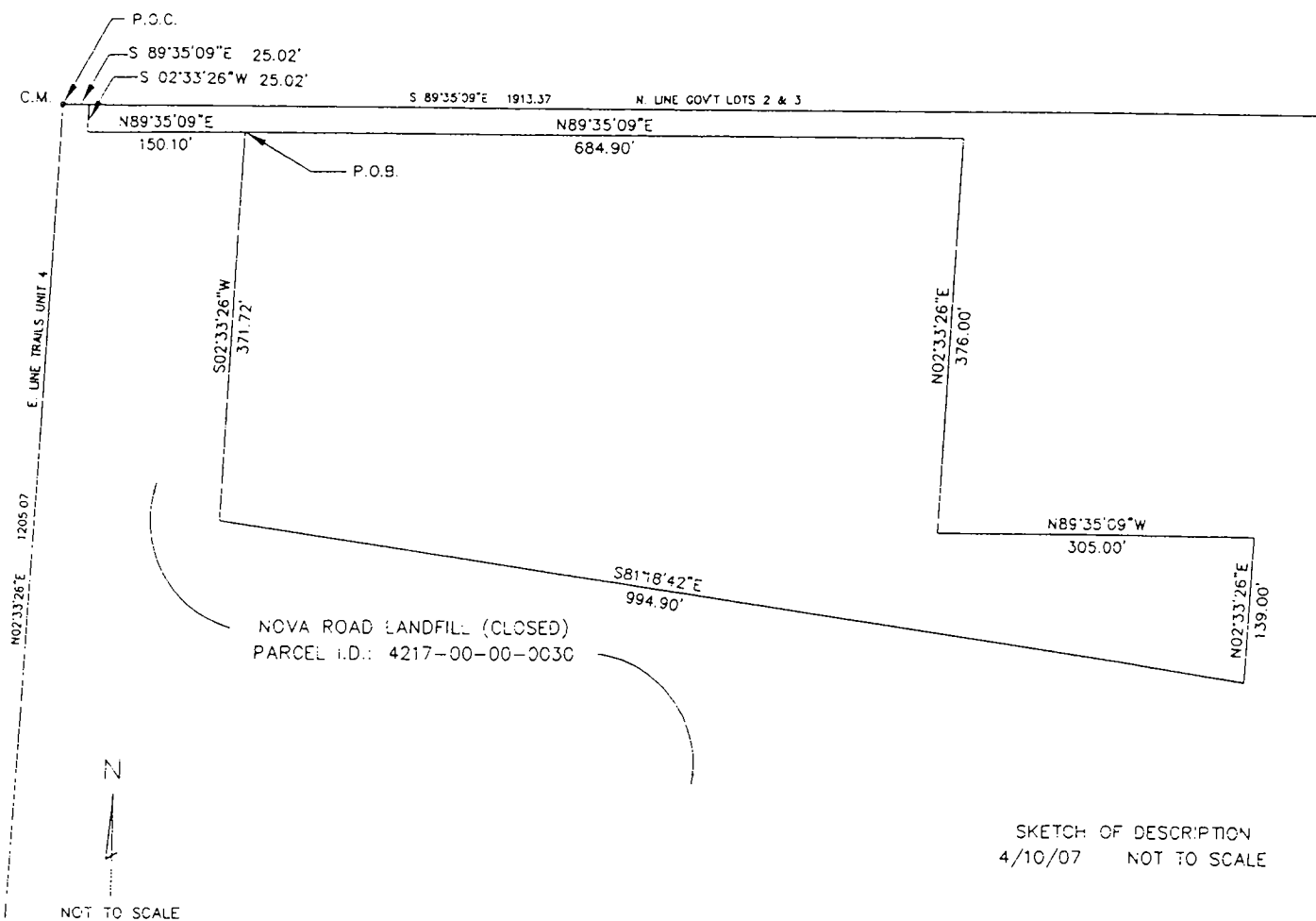
EXHIBIT "A"

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89° 35' 09" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 2° 33' 26" WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE NORTH 89° 35' 09" EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2° 33' 26" WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH 81° 18' 42" EAST A DISTANCE OF 994.90 FEET; THENCE NORTH 2° 33' 26" EAST A DISTANCE OF 139.00 FEET; THENCE NORTH 89° 35' 09" WEST A DISTANCE OF 305.00 FEET; THENCE NORTH 2° 33' 26" EAST A DISTANCE OF 376.00 FEET; THENCE NORTH 89° 35' 09" WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437
ACRES, MORE OR LESS



SKETCH OF DESCRIPTION
4/10/07 NOT TO SCALE

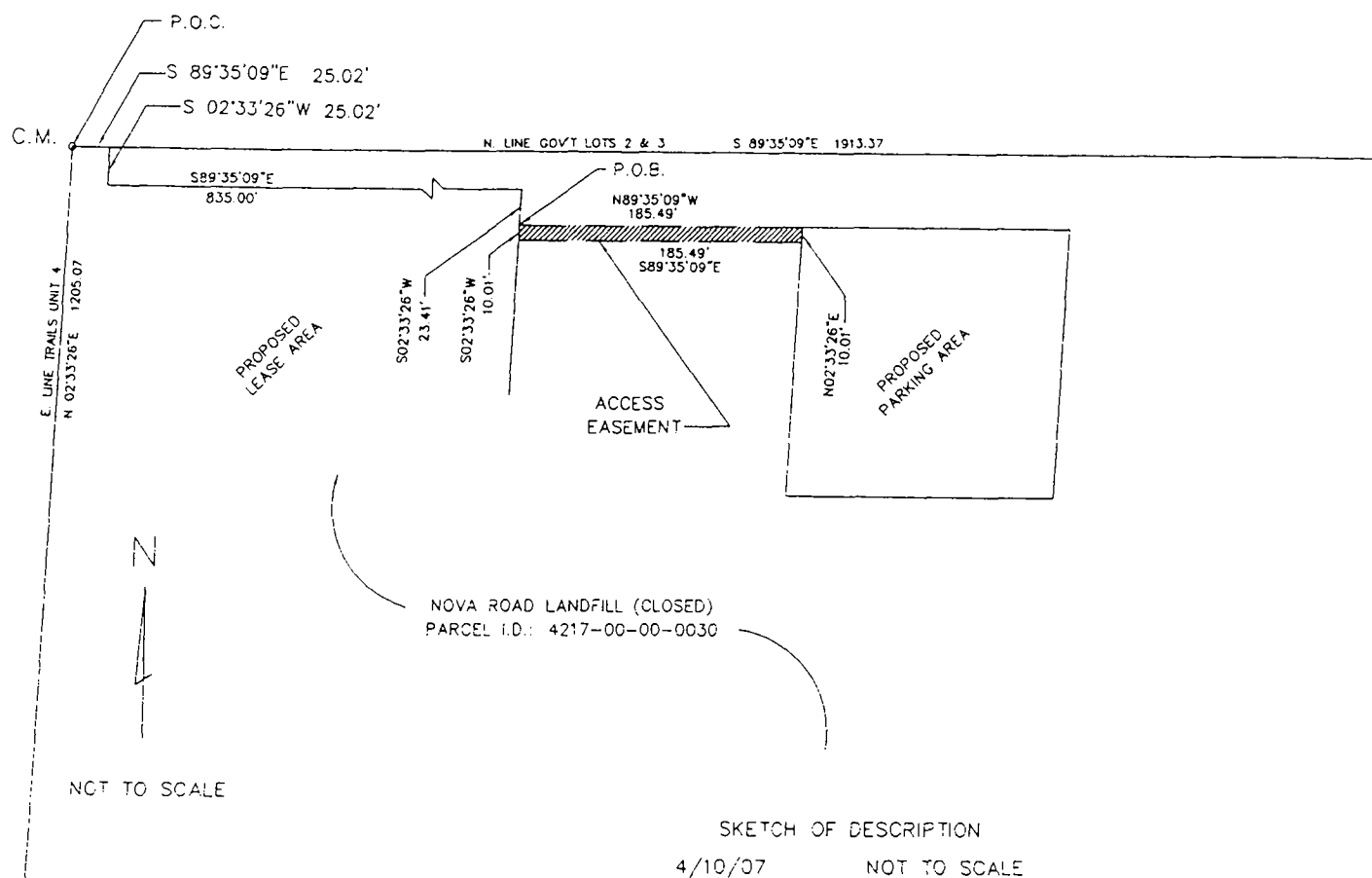
EXHIBIT "B" to Access Agreement

EXHIBIT "B"

ORMOND BEACH RADIO CONTROL CLUB
NOVA LANDFILL LEASE AREA ACCESS EASEMENT
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89° 35' 09" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 2° 33' 26" WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 835.00 FEET; THENCE SOUTH 2° 33' 26" WEST A DISTANCE OF 23.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2° 33' 26" WEST A DISTANCE OF 10.01 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 185.49 FEET; THENCE NORTH 2° 33' 26" EAST A DISTANCE OF 10.01 FEET; THENCE NORTH 89° 35' 09" WEST A DISTANCE OF 185.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,854.86 SQUARE FEET or 0.043 ACRES, MORE OR LESS





CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: January 5, 2021

Subject: FEC Blanket License Agmt Renewal

Commission Goal: Transportation - Other

Introduction

This is a disposition item notifying the City Commission of the auto renewal of an agreement between Florida East Coast Railroad (FEC) and the City of Ormond Beach.

Background

The FEC owns right-of-way throughout the City on which it operates its tracks and facilities. The FEC provides the City with a Blanket License Agreement which includes each City utility crossing through its right-of-way/under their tracks and facilities. The original Blanket Agreement was executed in 1974, the current Agreement was executed in 2000, and has renewed annually each year since.

Discussion

The 2000 license agreement covered 23 crossings, and the City has since added 15 additional crossings. As the right-of-way is owned by the railroad, and the City's utility crossings are essential, the agreement must be renewed annually.

Budget Impact

After applying the annual CPI increase, the cost of the agreement is \$39,555, which was included in the FY 2020-2021 budget of Fund 401.

Citizen Impact

There is no citizen impact with the renewal of the agreement.

Recommendation

Staff recommends renewal of the Blanket License Agreement with FEC.

Attachments:

- RES 2000-72 FEC Blanket License Agreement (PDF)
- Blanket License Agreement - Schedule A 2020 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/17/2020


Claire Whitley, Assistant City Manager 12/18/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2000 – 72

A RESOLUTION AUTHORIZING THE EXECUTION OF A UTILITY BLANKET LICENSE AGREEMENT BETWEEN THE CITY OF ORMOND AND FLORIDA EAST COAST RAILWAY COMPANY ("FECR") REGARDING THE USE AND MAINTENANCE OF RAILROAD CROSSINGS AND PAYMENT THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Utility Blanket License Agreement between the City and FECR relative to the use and maintenance of railroad crossings, a copy of said Agreement being attached hereto.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 2nd day of May, 2000.



CARL PERSIS
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk

THIS BLANKET LICENSE AGREEMENT, made and entered into, in duplicate, this 17 day of December A.D., 1999 by and between **FLORIDA EAST COAST RAILWAY COMPANY**, hereinafter called "Railway" and the **CITY OF ORMOND BEACH**, a political subdivision of the State of Florida, (22 South Beach Street, Ormond Beach, Florida 32174), hereinafter called "Licensee",

WITNESSETH:

WHEREAS, the Licensee has heretofore constructed and now maintains overhead and subgrade appliances and fixtures crossing on and across the Railway's right of way and over and under the tracks and facilities of the Railway at points listed on the schedule marked "Schedule A" attached hereto, and

WHEREAS, the Licensee may desire in the future to construct and maintain additional crossings using certain pipes, poles, guys, anchors, suspension lines for the same, all of which are sometimes hereinafter called "appliances", "fixtures", or "facilities" on and across the right of way and over and under the tracks of the Railway from time to time at other points along the right of way of said Railway, and

WHEREAS, both parties hereto are desirous of entering into an agreement which shall cover the terms upon which such crossings have heretofore been and may hereafter be made,

NOW THEREFORE, the Railway, for valuable consideration and the covenants and agreements of said Licensee hereinafter set forth, does hereby give to Licensee the right and privilege to construct, install and maintain said appliances, fixtures, facilities or crossings on and across Railway's right of way and over and under the tracks and facilities of said Railway at the points listed on the schedule marked "Schedule A" attached hereto and by this reference made a part hereof, and at such other points along its line of railroad that may be hereafter requested in advance of any construction or installation by the Licensee and subject to the approval of the Railway, upon the following terms and conditions, to-wit:

1. Whenever the Licensee shall desire to construct, modify, or maintain said appliances, fixtures, facilities or crossings, it shall make written application to the Railway, as per attached form, in duplicate, together with twenty (20) prints of plan and profile drawing containing all pertinent details for proposed crossing work. Said application will be mailed to the Director, Industrial Development and Real Estate, Florida East Coast Railway Company, P.O. Drawer 1048, St. Augustine, Florida 32085-1048, along with check made payable to Florida East Coast Railway Company to cover applicable non refundable application fee.

2. Plan shall show all information for carrier pipe and casing pipe, if used, and angle of crossing, Railway survey station, or distance to nearest mile post, right of way lines, tracks and all other Railway facilities near point of crossing. Profile shall show pipe or wire line in relation to actual profile of ground and tracks; if subgrade pipe, proposed method of installation, and location of jacking pit, which shall not be closer than thirty (30) feet from the center of nearest track. Open-cut method of installation through Railway's roadbed will not be permitted.

3. It is further mutually understood and agreed by and between the parties hereto that said subgrade crossing installation shall be marked by the erection of a suitable monument located on each side of the Railway's right of way.

4. The Railway shall, in writing, notify the Licensee whether it has any objections to the proposed crossing work and if so, shall specify the same, in which event, no crossing work shall be commenced by the Licensee hereunder until it receives the written approval of the Railway. If the Railway finds no objections to said crossing work, it will so notify the Licensee and the Licensee shall be permitted and allowed to commence the crossing work proposed.

County: Volusia

Contract Type: 43

Department File Reference: 104-1-0

5. All crossing work shall be of the usual strength and fitness for the purpose intended and be done in good and workman-like manner by the Licensee at its sole cost and expense and in a manner satisfactory to the Railway. Within 30 days after completion of construction or installation, Licensee shall submit to Railway a complete and detailed set of "as-built" plan and profile drawings and further, shall certify in writing that fixture has been installed in substantial conformance to the plan attached to the application.

6. The Licensee shall construct and maintain all appliances or fixtures crossing over, under or across the Railway's tracks and right of way, in conformity with Railway's specifications, together with such other laws and regulations as may be applicable.

7. If any crossings hereunder consist of a pipe or conduit to extend under the tracks of the Railway, the same shall be located not less than 5.5 feet using Jack & Bore method and 10 feet using Directional Bore method below the bottom of ties in such tracks, and properly safe-guarded as may be necessary or as required by Railway. If it is a wire line to extend over the tracks of the Railway, the same shall be located not less than 43 feet above the rails with additional clearances at certain locations as prescribed by Railway. The poles carrying such wires shall be double-bracketed and of good and sufficient quality and size for purpose intended and located as hereinafter designated by the Railway. All poles must be securely planted and fastened so as to prevent the same from falling on the tracks or other property of the Railway or upon other wires on the right of way. No other facilities of the Licensee shall be located upon any of the Railway's property without its prior written permission.

8. In addition to the other terms of this agreement, any subgrade or above grade crossing of the Railway's right of way is subject to the terms of the "GENERAL SPECIFICATIONS FOR SUBGRADE AND ABOVE GRADE CROSSINGS OF THE RAILWAY'S RIGHT OF WAY" issued by the office of Chief Engineer, Florida East Coast Railway Company, the terms and conditions of which are incorporated herein by reference.

9. The Licensee shall, obtain and maintain all necessary permits, licenses and franchises required by law. Whenever under this agreement, Licensee's appliances, fixtures or facilities are located near or adjacent to any communication or signal lines of the Railway or any licensed communication utility on the right of way of Railway, Licensee shall at all times prevent interference in any way with the construction, maintenance, or operation of such crossed or adjacent signal lines or communication lines, and in such event, Licensee shall adopt, use and maintain the best known and most effective methods to protect the aforesaid communication lines from physical hazard and inductive interference.

10. That Licensee shall and will cause due notice, and in no event less than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, to be given in writing to the Railway when Licensee or its contractor or anyone claiming under Licensee, proposes to enter upon or cross the tracks, roadbed or other property of the Railway with such crossings or for excavations therefor, in order that proper protection may be provided for trains. If Railway shall object to the notice as too short, or that the work has not therefore been authorized in writing by Railway, then no such work shall be commenced until approval is obtained in writing from Railway.

11. That said appliances, fixtures, facilities or crossings of the Licensee shall not at any time interfere with or endanger the track, roadbed, or other property of the Railway, or the operations, maintenance or improvements of the Railway, or of any other party thereon; and Licensee shall at its own expense, on notice from said Railway, forthwith change, improve or repair such appliance or fixtures as may be prescribed by said Railway.

12. Should the provisions contained herein cause any change or alterations in the location or arrangement of the wires, poles, appliances, fixtures or facilities of the Railway or the wires poles, appliances, fixtures or facilities of any licensed communication utility on the right of way of Railway, the cost of such alternations or re-arrangements shall be paid by the said Licensee.

13. Licensee agrees that if, by reason of any changes or additions made at any time by the Railway in its tracks, right of way, structures and appliances thereon, or property, it becomes necessary to change the location of all or any part of the said crossings of the Licensee therefor, such changes as are necessary shall be made by Licensee promptly at the request of the Railway and at sole cost and expense of Licensee.

14. To the extent permitted by law Licensee shall at all times indemnify, protect and save harmless Railway its parent, subsidiaries, and affiliates from and against all cost or expense, including attorneys fees, resulting from any and all losses, damages, detriments, suits, claims, demands, costs and sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said facilities in, on, about or from the premises of Railway whether such losses and damages be suffered or sustained by the Railway directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporation, including the Licensee, its employees and agents who may seek to hold Railway liable therefor, and WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE. However, Licensee shall not be required to indemnify Railway from any such cost or expense arising from the willful or intentional acts of Railway. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity of Licensee hereto, beyond the provisions of § 768.28, Florida Statutes, or any statutorily limited waiver that may have been adopted by the Florida Legislature. Nothing contained in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be based under the doctrine of sovereign immunity.

15. Licensee covenants to pay Railway all reasonable costs of supervision, labor and material incurred by Railway in supervising, protecting and restoring the property of the Railway by reason of operations of Licensee.

16. Commencing with the initial term of this Agreement, Licensee shall pay in advance unto Railway for each year or fraction thereof, of the life of said crossings or other facilities, the applicable sums as listed on Schedule "A" attached hereto and made a part hereof. The applicable license fees listed on Schedule "A" shall be increased each year on the anniversary date of the agreement, commencing on the anniversary date of the year 12/17/2002, if renewed annually, by the product of the annual fee in effect for the proceeding year multiplied by one hundred percent (100%) of the percentage increase in the Consumer Price Index (CPI). The base CPI will be the CPI for the month of the year preceding the effective anniversary date by ninety (90) days. The "CPI" shall mean the Consumer Price Index (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor. No adjustment will be made for decreases in the CPI.

17. In the event any other appliances, fixtures or facilities or crossings upon or across the right of way of the Railway shall hereinafter be found to exist as of the date hereof, although not shown on Schedule attached hereto, or to have been added during the life of this agreement, such appliances, fixtures or facilities or crossings upon or across the right of way of the Railway shall be part of this agreement by amendment thereto, given similar data as for the crossings or other facilities shown on the attached Schedule and all the terms of this agreement shall apply to such additional wire line facilities.

18. This agreement and Licensee's right hereunder shall not be assigned nor mortgaged by said Licensee without prior written consent of the Railway having been first obtained.

19. Licensee waives and relinquishes any legal rights and monetary claims which it might have against Florida East Coast Railway Company for full compensation, or damages of any sort, including but not limited to special damages; severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the licensed property specified in this Agreement whether such property is taken by eminent domain proceedings or sold under the threat thereof.

20. It is further mutually understood and agreed by and between the parties hereto that Licensee will not perform any work on Railway's property without having a railroad watchman present at all times work, hereunder is being performed, if one is deemed to be necessary by the Railway's Chief Engineer or other designated Company official; further, that Licensee covenants that it will include in any contract which it lets for the whole or any part of the said work to be performed hereunder by or for the Licensee, each and every of the following terms and conditions of the page attached hereto and made a part hereof entitled, "INDEMNITY OF FLORIDA EAST COAST RAILWAY COMPANY AND INSURANCE REQUIREMENTS".

21. In the event Licensee shall default in the performance of any of the covenants contained in this agreement to be kept and performed by Licensee, and such default shall continue for ten (10) days after written notice thereof shall have been given by the Railway to the Lessee, then at the option of the Railway, the license hereby granted may be declared forfeited as to the crossing or crossings or other facilities where such default occurred and thereupon all rights of the Licensee shall cease, as to such crossing or crossings or other facilities and Licensee will, at its own expense, remove said wire or pipe lines from the property of the Railway at such crossing or crossings, or other facilities. In the event of failure of Licensee to do so, the Licensee will promptly reimburse the Railway for its cost of doing the same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed in duplicate the day and year first herein written.

Signed, sealed and delivered
in the presence of:

Theresa W. Rayno

Bruce Baker
Witnesses as to Railway

FLORIDA EAST COAST RAILWAY
COMPANY, a Florida corporation,

By: B.T. Mahan
Executive Vice President

Attest: M.C. Mueller (seal)
Assistant Secretary

Date of Execution: 5/9/00

CITY OF ORMOND BEACH,
a political subdivision of the State of Florida.

By: Carl Persis
Carl Persis

Mavor

Official Title

Attest:

Eugene Miller
~~Deputy/Clerk~~ Eugene Miller
City Manager

Date of Execution: 5/4/00

Leronici Pateon
Cathia Lary Kuehary
Witnesses as to Licensee

City of Ormond Beach

C0061 Mr. Eugene Miller
P.O. Box 277
Ormond Beach FL 32174 -0277

City Manager
22 S Beach St

Schedule "A" - Blanket Utility License 104-1-0
Blanket Anniversary Date 12/17/74

Report Date
17-Nov-99

Beginning on Anniversary date in year indicated

FILE	Date of Agreement	Milepost	Length	Rate	County	1999	2000	2001	*2002
104-29-1	2/22/85 10" PVC sanitary sewer in 18" stl casing at Airport Rd.	101 + 1703	120	W2	Volusia SG	150.00	240.00	330.00	
104-29-2	2/22/85 12" potable water main in 20" stl casing at Airport Rd.	101 + 1713	120	W2	Volusia SG	150.00	240.00	330.00	
104-1-17	7/10/80 8" DIP water main in 18" stl casing at Southern Bell facility	101 + 4998	105	W2	Volusia SG	131.25	210.00	288.75	
104-29-3	2/7/83 10" PVC sanitary sewer in 18" stl casing at Nova Rd.	102 + 2508	120	W2	Volusia SG	150.00	240.00	330.00	
104-1-19	2/7/83 12" DIP water main in 24" stl casing at Nova Rd.	102 + 2518	100	W2	Volusia SG	125.00	200.00	275.00	
104-1-15	2/7/75 8" water main in 18" stl casing at Nova Rd.	102 + 2532	100	W2	Volusia SG	125.00	200.00	275.00	
104-1-14	2/7/75 6" forcemain in 16" stl casing at Nova Rd.	102 + 2537	100	W2	Volusia SG	125.00	200.00	275.00	
104-1-11	9/16/69 8" forcemain in 20" stl casing at Wilmette Ave	103 + 2550	100	W2	Volusia SG	125.00	200.00	275.00	

FILE	Date of Agreement	Milepost	Length	Rate	County	1999	2000	2001	*2002
104-1-6	8/21/62 30" rcp gravity sewer at Wilmette Ave	103 + 2560	100	W3	Volusia SG	150.00	225.00	300.00	
104-1-16	5/18/79 20" dip sanitary sewer in 32" stl casing at Wilmette Ave	103 + 2570	105	W3	Volusia SG	157.50	236.25	315.00	
104-1-20	5/25/89 18" dip gravity sewer in 36" stl casing at Wilmette Ave	103 + 2587	105	W3	Volusia SG	157.50	236.25	315.00	
104-1-23	10/6/94 24" wastewater reuse main in 42" stl casing at Wilmette Ave	103 + 2644	100	W4	Volusia SG	175.00	250.00	325.00	
104-1-2	2/18/64 manhole, 30'-15" CMP & 12'-12" CMP at LINCOLN Ave.	104 + 146	42	W2	Volusia SG	52.50	84.00	115.50	
104-1-5	8/28/52 1" stl water pipe in FEC conc culvert 104 at LINCOLN Ave.	104 + 166	100	W1	Volusia SG	100.00	175.00	250.00	
104-1-2	2/18/64 Junction Box, 25'-36" RCP & 22'-24" RCP at LINCOLN Ave.	104 + 172	47	W3	Volusia SG	70.50	105.75	141.00	
104-1-13	3/20/73 16" water main in 28" stl casing at GRANADA Ave.	104 + 1082	100	W3	Volusia SG	150.00	225.00	300.00	
104-1-6	8/21/62 18" sanitary sewer in 30" stl casing at TOMOKA Ave.	104 + 1735	100	W3	Volusia SG	150.00	225.00	300.00	
104-1-8	1/17/1928 2" ci pipe in conc culvert n/o Tomoka Ave.	104 + 1761	100	W1	Volusia SG	100.00	175.00	250.00	

FILE	Date of Agreement	Milepost	Length	Rate	County	1999	2000	2001	*2002
104-1-9	11/5/57 12" water main in 24" stl casing at water treatment plant.	104 + 2526	100	W2	Volusia SG	125.00	200.00	275.00	
104-1-18	10/4/76 16" DIP water main in 28" stl casing at water treatment plant	104 + 2596	100	W3	Volusia SG	150.00	225.00	300.00	
104-1-4	10/1/90 16" raw water main in 30" stl casing at DIVISION Ave.	104 + 4180	100	W3	Volusia SG	150.00	225.00	300.00	
104-1-12	7/21/70 12" gravity sewer in 24" stl casing at HAND Ave.	105 + 220	100	W2	Volusia SG	125.00	200.00	275.00	
104-1-6	8/21/62 6" forcemain in 24" stl casing at HAND Ave.	105 + 235	100	W2	Volusia SG	125.00	200.00	275.00	
*To be Increased Based on CPI						\$3,019.25	\$4,717.25	\$6,415.25	

FLORIDA EAST COAST RAILWAY COMPANY

OFFICE OF CHIEF ENGINEER

* * * *

GENERAL SPECIFICATIONS FOR SUBGRADE AND ABOVE GRADE UTILITY CROSSINGS OF RAILWAY'S RIGHT OF WAY

I. GENERAL PROVISIONS

- A. A plan and profile drawing containing all pertinent details for the proposed crossing shall be submitted to the Office of the Chief Engineer for approval preliminary to preparation of an agreement if approved.
- B. The plan will show all information for the proposed crossing installation with reference to the nearest Railway survey station or distance to nearest mile post, Railway right of way, tracks, or any other Railway facilities or structures in the vicinity.
- C. Request for installation shall be accompanied with a letter signed by the owner, company official, or government agent.
- D. The lessee will be responsible for any and all costs of repairs or maintenance of the Railway's property and structures disturbed or damaged due to the installation or construction after effects.
- E. The lessee of an installation approved by agreement will be required to provide proof of protective insurance for and during construction.
- F. As-built drawing of the installation shall be submitted with the completion report, which will include exact location referenced to nearest railway milepost north of installation, exact profile showing subgrade elevations and cross-sections.

II. SUBGRADE PIPELINE AND CABLES

- A. All subgrade carrier pipelines and wirelines shall be installed within a casing pipe, except for gas pipelines which shall be installed as specified in A.3. Subgrade wirelines may be installed directly in bored or jacked casings.
 - 1. All casing pipes will extend from right of way line to right of way line.
 - 2. The Railway will not permit casing installation by open-cut method through the roadbed.
 - 3. Gas pipelines shall conform to, and be covered by Section 5.2, AREA Manual for Railway Engineering.
- B. Application will be accompanied with plans showing profile in relation to actual ground, track, and other facilities at the project site.
 - 1. The method of installation will be detailed including the location of jacking pit as measured from centerline of near track.
 - 2. The casing pipe must be installed at least 5.5 feet below bottom of crosstie.
 - 3. Jacking pit location must be at least 30.00 feet from centerline of near track for pit down to 20 feet below grade. The pit will be protected with adequate sheeting, bulkheads, and sidewalls to protect the Railway's roadbed. Barricades and lights will be set around the pit for protection.

C. Casing Pipe Specifications are as follows:

1. Metal casing pipe shall have a minimum diameter of 2.0 inches and size 2.0 through 8.0 inch diameters, must be galvanized and meet standard weight ASTM Specifications A53, Grade B. Thread coupling is allowed.
2. Casing pipe 6.0 and 8.0 inch diameters may be used complying with C-3.
3. Casing pipe shall be in accordance with current ASTM Specification A139 and be protected by a black bituminous coating for protection against corrosion. Wall thickness shall be as follows:

<u>DIAMETER (inches)</u>	<u>THICKNESS (inches)</u>
6 - 16	1/4
18-20	5/16
22-24	3/8
26-28	7/16
30-34	2
36-38	9/16
40-48	5/8
52-56	11/16
60-66	3/4
72-78	13/16
84-90	7/8
96-102	15/16
108-114	1
120	1-1/8

4. All casing pipe joints will be welded in accordance with AISC Specifications, Section 1-7-2. All joint welds will be full penetration.
5. At no time will construction interfere with the normal and safe operation of the Railway. No construction, manpower, or equipment will enter the right of way beyond safety clearance limits of 20.0 feet from the centerline of near track.
6. All casing pipe installations where the diameter is greater than 48 inches will require a preconstruction conference at the project site.
7. Preconstruction arrangements will be made with the office Chief Engineer at least one week prior to construction. A Railway inspector must be present during the entire construction of the casing pipe. The inspector will have complete authority over the project on the Railway's right of way.
8. All costs to provide inspection will be borne by the lessee.

D. Tunnel liner requirements are as follows:

1. All applicable preceding sections will govern tunnel liner usage proposals.
2. Tunnel liner plate will be 12 Ga., galvanized, and all bolts and nuts will be galvanized.
3. Live load will be based on E-80 Railway Loading using applicable formulae and computations performed by a registered professional engineer. The computation results will accompany the plans for review by the Office of the Chief Engineer.
4. Grout holes will be provided at 10 foot intervals along the roof and sides.
5. The tunnel liner jacking shield will protect 180 degrees of the upper section and material removed to allow for a minimum 1:1 slope with a minimum 2.0 feet of undisturbed soil supporting the overburden.
6. The tunnel liner installation will progress with sufficient manpower and supervision for around the clock construction until the liner is completed.

E. Carrier pipeline specifications are as follows:

1. Reinforced Concrete Pipe

a. Materials: Modified bell and spigot or tongue and groove in accordance with current ASTM Specification C76 Class IV for Railway strength pipe or current specification for prestressed concrete pipe.

b. Joints: Rubber and steel joint for prestressed pipe in accordance with current Lock Joint Pipe Company Specification on SP5, or equivalent. Joints for bell and spigot and tongue and groove pipe to be in accordance with current standard practice. Joints may be made using confined continuous rubber gasket.

2. Cast Iron Pipe

a. Materials: Pipe must conform to current ASTM Specification A142 for "Standard Pipe."

b. Joints: Bell and spigot, caulked with lead and oakum, or an approved mechanical type.

3. Polyethylene Pipe

a. Materials: Pipe must conform to current ASTM Specifications D2104, Schedule 40, for standard pipe.

4. Steel Pipe

a. Materials: Pipe must conform to current ASTM Specification A120, Schedule 40.

b. Joints: All joints must be welded or of an approved mechanical type.

F. Carrier pipe with an internal pressure less than 30 psi shall have the ends of the casing pipe sealed after installation.

G. Carrier pipe with an internal pressure of 30 psi or more shall have the casing pipe open at the ends if local conditions permit water from leaks to discharge into drainage ditch or manhole. If this is not practicable, the casing pipe shall be sealed at both ends and 4 inch relief vent provided at either end off the Railway's right of way, which shall discharge into drainage ditch or sewer. Casing pipe shall have a minimum inside diameter of 6.0 inches greater than the maximum outside diameter of the carrier pipe, including bell ends or flanges.

H. Uncased high pressure gas pipe line crossings will be permitted provided they comply with the requirements of Chapter One, Part 5.2, *Specifications for Uncased Gas Pipe Line within the Railway Right of Way*, as is contained in the *Manual for Railway Engineers* (1993), issued by the American Railway Engineers Association. In the event of conflict the provisions of the *General Specifications for Subgrade and Above Grade Crossings of Railway's Right of Way* shall govern.

I. FOR DIRECTIONAL BORE INSTALLATIONS:

1. 10 foot minimum cover from bottom of the crosstie (beneath track structures) to top of bored pipe.
2. 4 foot minimum cover from ground level to top of bored pipe when outside of track structures.

III. ABOVE GRADE STRUCTURES

A. All applicable preceding sections will govern the installation.

B. Minimum clearance of 23 feet 6 inches over top of rail of highest track shall govern the proposed structure.

C. Predesign conference with the Chief Engineer will set forth horizontal clearance of subgrade, grade and above grade construction and structural limits.

IV. ABOVE GRADE WIRELINES

- A. All power lines and cables will provide a minimum clearance above top of rail of highest track of 43.0 feet for up to 50 kV. An additional 0.4 inch of clearance must be provided for each kV in excess of 50 kV.
- B. All power lines and cables lying within a highway grade crossing will provide a minimum clearance above top of rail of highest track of 50.0 feet for up to 50 kV. An additional 0.4 inch of clearance must be provided for each kV in excess of 50 kV.
- C. All cable will provide a minimum clearance above top of rail of the highest track of 43.0 feet.
- D. Any wireline or cable at a grade crossing protected with crossing gates must clear the tip of the gate by a minimum of 6.0 feet when the gate is in the raised position.
- E. Should the Railway add crossing gates to grade crossing protection, wirelines or cables shall be raised immediately on notice and at the sole cost and expense of the lessee.
- F. All applicable preceding sections will govern the installations.

V. MISCELLANEOUS

- A. Cathodic protection of pipelines, cables, or casings.
 - 1. When cathodic protection is provided, it shall be installed so as not to induce currents which will interfere with the signal apparatus of the Railway. Any changes required in the manner, method, or location of such cathodic protection shall be made at the sole cost and expense of the lessee and to the satisfaction of the Chief Engineer of the Railway or his duly authorized representative.
- B. Proposed structures must maintain a minimum 10 feet of horizontal clearance to the base of the signal/crossing gates.

Last revised 12/20/99

INDEMNITY OF FLORIDA EAST COAST RAILWAY COMPANY AND INSURANCE REQUIREMENTS

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway Company from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway Company, employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss, damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$2,000,000.00 each occurrence for bodily injury or death and \$2,000,000.00 property damage each occurrence, covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

CITY OF ORMOND BEACH, FL

Tenant #: 751509; Lease #: 3494

SCHEDULE A

Subfile	Agreement Date	Milepost	Length	County	Type	Lease Location Description	Current Rental
99-1	2017 - 10/05	099+0225	100	VLS	SG	8" FORCE MAIN IN A 14" STEEL CASING, BOTH INSTALLED BY JACK and BORE METHOD ON SOUTH s/o BROADWAY AVE, ORMOND BEACH	\$ 2,530.82
99-1	2017 - 10/05	099+0231	100	VLS	SG	12" WATER MAIN IN AN 18" STEEL CASING INSTALLED BY JACK and BORE METHOD, SOUTH s/o BROADWAY AVE, ORMOND BEACH	\$ 2,530.82
99-2478	2019 - 01/08	099+2478	100	VLS	SG	18" steel casing w/ 1-12" HDPE water main and 1-2" PVC conduit - empty	\$ 2,680.69
99-33	2001 - 07/25	100+1951	160	VLS	SG	12" SG water main in 24" steel casing on s/s of Hull Rd.	\$ 840.35
99-35	2006 - 08/23	100+1952	165	VLS	SG	4" SG sewer force main in 12" steel casing on s/s of Hull Rd.	\$ 1,204.31
104-1-26	2010 - 05/04	101+1673	100	BRV	SG	Modif. 18" SG Reclaimed Water Trans. Main in 24" hdpe casing n/o Airport Rd. Modif approved 9/20/12.	\$ 1,928.87
104-29-1	1985 - 02/22	101+1703	120	VLS	SG	10" PVC sanitary sewer in 18" stl casing at Airport Rd.	\$ 602.78
104-29-2	1985 - 02/22	101+1713	120	VLS	SG	12" potable water main in 20" stl casing at Airport Rd.	\$ 602.78
104-1-26	2010 - 05/04	101+1735	100	BRV	SG	Modif 18" SG Sanitary Sewer Force Main in 24" hdpe casing at Airport Rd. Modif approved 9/20/12.	\$ 1,928.87
104-1-17	1980 - 07/10	101+4998	105	VLS	SG	8" DIP water main in 18" stl casing at Southern Bell facility.	\$ 602.78
104-37	2001 - 06/14	102+2500	100	VLS	SG	18" reclaimed water pipe in 30" steel casing on n/s of Nova Rd.	\$ 602.78
104-29-3	1983 - 02/07	102+2508	120	VLS	SG	10" PVC sanitary sewer in 18" stl casing at Nova Rd.	\$ 602.78
104-1-19	1983 - 02/07	102+2518	100	VLS	SG	12" DIP water main in 24" stl casing at Nova Rd.	\$ 602.78
104-1-15	1975 - 02/07	102+2532	100	VLS	SG	8" water main in 18" stl casing at Nova Rd.	\$ 602.78
104-1-14	1975 - 02/07	102+2537	100	VLS	SG	6" forcemain in 16" stl casing at Nova Rd.	\$ 602.78
104-1-11	1969 - 09/16	103+2550	100	VLS	SG	8" forcemain in 20" stl casing at Wilmette Ave.	\$ 602.78
104-1-6	1962 - 08/21	103+2560	100	VLS	SG	30" rcp gravity sewer at Wilmette Ave.	\$ 602.78
104-1-16	1979 - 05/18	103+2570	105	VLS	SG	20" dip sanitary sewer in 32" stl casing at Wilmette Ave.	\$ 602.78
104-1-20	1989 - 05/25	103+2587	105	VLS	SG	18" dip gravity sewer in 36" stl casing at Wilmette Ave.	\$ 602.78
104-1-25	2008 - 10/16	103+2612	105	VLS	SG	2" SG Telecom conduit for FOCables crossing at Wilmette Ave.	\$ 885.58
104-1-23	1994 - 10/06	103+2644	100	VLS	SG	24" wastewater reuse main in 42" stl casing at Wilmette Ave.	\$ 602.78
104-1-2	1964 - 02/18	104+0146	42	VLS	SG	manhole 30'-15" CMP & 12'-12" CMP at LINCOLN Ave.	\$ 602.78
104-1-5	1952 - 08/28	104+0166	100	VLS	SG	1" stl water pipe in FEC conc culvert 104 at LINCOLN Ave.	\$ 602.78
104-1-2	1964 - 02/18	104+0172	47	VLS	SG	Junction Box 25'-36" RCP & 22'-24" RCP at LINCOLN Ave.	\$ 602.78
104-1-27	2010 - 09/23	104+1034	100	VLS	SG	2" SG Telecom conduit for FOCables crossing at W. Granada Blvd.	\$ 1,205.53
104-1-13	1973 - 03/20	104+1082	100	VLS	SG	16" water main in 28" stl casing at GRANADA Ave.	\$ 602.78

104-1-6	1962 - 08/21	104+1735	100	VLS	SG	18" sanitary sewer in 30" stl casing at TOMOKA Ave.	\$	602.78
104-1-24	2006 - 01/19	104+1751	100	VLS	SG	8" SG Reclaimed Water Main and 2" Telecom Conduit inside 18" steel casing at Tomoka Ave.	\$	1,426.58
104-1-8	1928 - 01/17	104+1761	100	VLS	SG	2" ci pipe in conc culvert n/o Tomoka Ave.	\$	602.78
104-1-9	1957 - 11/05	104+2526	100	VLS	SG	12" water main in 24" stl casing at water treatment plant.	\$	602.78
104-1-18	1976 - 10/04	104+2596	100	VLS	SG	16" DIP water main in 28" stl casing at water treatment plant.	\$	602.78
104-1-28	2010 - 10/29	104+4000	100	VLS	SG	8" SG Water Main in 14" steel casing n/o Division Ave.	\$	1,808.32
104-1-4	1990 - 10/01	104+4180	100	VLS	SG	16" raw water main in 30" stl casing at DIVISION Ave.	\$	602.78
104-1-29	2012 - 08/08	105+0219	100	VLS	SG	2" SG Telecom conduit for FOCable crossing at Hand Ave. for City internal use only.	\$	1,147.57
104-1-12	1970 - 07/21	105+0220	100	VLS	SG	12" gravity sewer in 24" stl casing at HAND Ave.	\$	602.78
104-1-6	1962 - 08/21	105+0235	100	VLS	SG	6" forcemain in 24" stl casing at HAND Ave.	\$	602.78
104-1-28	2010 - 10/29	105+0240	100	VLS	SG	16" SG Water Main in 24" steel casing on s/s of Hand Ave.	\$	1,928.87
105-1500	2020 - 04/16	105+1500	100	VLS	SG	1-60" Steel Casing w/ 1-36" DIP Stormwater Force Main; 1-2" conduit w/ Fiber Optic Cable (between casing and force main)	\$	3,041.10
Count							\$	39,555.00



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: January 5, 2021

Subject: Invitation to Bid - Banner Pole Replacement Project

Commission Goal: N/A

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Banner Pole Replacement Project (re-bid), Bid Number 2021-10.

Background

In 2014, two (2) banner poles were installed near the eastern part of the intersection of West Granada Boulevard and Washington Street. The purpose of the banner poles was to allow community banners to be displayed for community events within the downtown redevelopment area. As the banners were used, there was a shifting in the foundations as a result of winds. This has made the existing banner poles unsafe. City staff have evaluated several options and the proposed project would remove the existing poles and install new banner poles on the western part of the intersection of West Granada Boulevard and Washington Street over Granada Boulevard.

Discussion

The proposed banner pole replacement project (re-bid) consists of:

1. Removing the existing poles to two (2) feet below ground level;
2. Removing the wires across West Granada Boulevard that hold the banners;
3. Installing new banner poles on the west side of the intersection of West Granada Boulevard and Washington Street over Granada Boulevard. The banner poles would be located within the Florida Department of Transportation right-of-way in front of the police station and the Seacoast Bank building;
4. Install new wiring for the banner; and
5. Site restoration as needed.

This project will involve temporary lane closures during the evening hours for the safe installation of poles and wires. The disruptions will be as brief as possible for the proper

installation of the equipment. All disturbed areas will be restored to pre-construction conditions.

On August 20, 2020, the City Commission authorized staff to bid the banner pole replacement project (then Bid No. 2020-32). On September 22, 2020, bids were scheduled to be opened, however no bids were received. Staff contacted several of the plan holders and local contractors to determine why bids were not submitted. The predominate reason given for not submitting a bid was the high workload at that time. Staff anticipates receiving bids in response to this new advertisement.

Budget Impact

The project cost is estimated at \$56,637. The project was designed under a continuing services contract by Lassiter Transportation Group, Inc.

This project was not specifically included in the FY 2020-21 budget. However, funding is available from unspent funds of other projects in the TIF Fund.

Citizen Impact

The community event banners were well used and provided a unique method for the notification and advertising of community related events. This project would allow the community event banners to once again be used to advertise large special events as permitted.

Recommendation

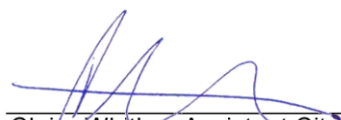
The City intends to publicly advertise this project for competitive bidding; unless otherwise directed by the City Commission.

Attachments:

- Bid Specifications (Re-Bid) (PDF)
- Banner Structure Design Package_S&S (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/18/2020



Claire Whitley, Assistant City Manager 12/21/2020

APPROVED BY:



Joyce A. Shanahan, City Manager 12/21/2020

Banner Pole Replacement Re-Bid

Bid No. 2021-10



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

Banner Pole Replacement Re-Bid
Ormond Beach, Florida

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Banner Pole Replacement Re-Bid
Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the Banner Pole Replacement Re-Bid, **Bid No. 2021-10** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until February 11, 2021, at 2:00 pm, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Removal of existing banner poles, and installation of new poles according the provided plans. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on January 27, 2021 at 11:00am, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **February 4, 2021** at 5:00pm.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

Lassiter Transportation Group, Inc
Bahram Joulee, P.E.
1450 W Granada Blvd Suite 2
Ormond Beach, FL 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids

shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.1 Discrimination Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract

Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid

unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

Banner Pole Replacement Re-Bid

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2021-10

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

ITEM	Description	Units	Qty	Unit Price	Total
1	Mobilization	LS	1		
2	Temporary Traffic Control	LS	1		
3	Remove Existing Concrete	SY	7		
4	Span Wire Assembly (Remove)	PI	1		
5	Prestressed Concrete Pole (Shallow Pole Removal- 30ft and greater)	EA	2		
6	Span Wire Assembly (F&I, Two Point perpendicular)	PI	1		
7	Pull & Splice Box (F&I, 13" x 24" cover size)	EA	1		
8	Prestressed Concrete Pole (F&I, Type P-VIII Modified)	EA	2		
9	Sod	SY	7		

TOTAL BID

\$ _____

(Figures)

(Words)

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
 Street Address: _____
 City, State, Zip Code: _____
 Email: _____
 Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
 (Individual's Name - Signature)

_____ (SEAL)
 (Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
 (Name - Signature)

 (Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or “Tie” Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

 Name (signature)

 Date

 Name (typed or printed)

 Title

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
Banner Pole Replacement Re-Bid
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

END OF BID

00300-15

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Banner Pole Replacement Re-Bid (Bid No. 2021-10)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

END OF SECTION
00410 - 1

SECTION 00500 FORM OF AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2021 by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2021.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal of existing banner poles, and installation of new poles according the provided plans.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Banner Pole Replacement Re-Bid 2021-10

Article 2. ENGINEER

The Project has been designed by Lassiter Transportation Group, 1450 West Granada Blvd, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 150 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion,

if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety percent (90%) of the Work completed until fifty percent (50%) completion of the Work. After fifty percent (50%) completion of the Work, ninety-five percent (95%) of each subsequent progress payment, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

Ninety percent (90%) of materials and equipment not incorporated in the Work but delivered and suitably stored, until fifty percent (50%) completion of the Work; thereafter, ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.1.2 When applicable, after fifty percent (50%) completion of the Work, Contractor may request payment for up to one-half of the retainage held by OWNER. Payment will be made, unless OWNER has grounds for withholding payment of retainage.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 34 , inclusive).

7.6 Supplementary Conditions (pages 1 to 6 , inclusive).

7.7 Specifications bearing the title:

Banner Pole Replacement Re-Bid

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 5 sheets numbered T-1 through T-5 inclusive and bearing the following general title:

**Granada Boulevard at Washington
Street Concrete Banner Pole Plans**

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 14 , inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counter part each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions

of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2021.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**Banner Pole Replacement Re-Bid
Bid No. 2021-10**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
 (number)
 deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR 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 where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**Banner Pole Replacement Re-Bid
Bid No. 2021-10**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR 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 where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2021.

END OF SECTION

SECTION 00700 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Hold Harmless:

6.15. The OWNER, and its agents, employees, and officials, both elected and appointed, shall be **indemnified** and **held harmless** by CONTRACTOR from any and all claim(s) resulting in liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct in the performance of the construction Contract by the CONTRACTOR, including persons such as subcontractors employed or utilized by the Contractor, unless any such claim arises as a result of the OWNER's sole negligence, as determined by the final arbiter of such claim. Additionally, the OWNER expressly retains all rights, benefits, privileges and immunities provided to Municipalities by **Sovereign Immunity**.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- 8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.
- 8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.
- 8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.
- 8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.
- 8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

- 9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

16.7 Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

Proposed Banner Poles
West Granada Boulevard
Ormond Beach, Volusia County, Florida
UES Project No. 0430.1900281.0000
UES Report No. 135667

Add the following:

- 16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2010-125 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. **Payment and Performance Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the City or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)

\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

C. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 2021, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2021.

_____ CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **Banner Pole Replacement Re-Bid**
2021-10

Removal of existing banner poles, and installation of new poles according the provided plans.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

Proposed Banner Poles
 West Granada Boulevard
 Ormond Beach, Volusia County, Florida
 UES Project No. 0430.1900281.0000
 UES Report No. 135667

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 239-6360
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and

regulations. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Bid Item No. 2 Temporary Traffic Control

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under County or State control, traffic control shall be provided in accordance with each entity's requirements. Payment shall be made as a percentage of the total construction cost..

Bid Item No. 3 Remove Existing Concrete

Payment will be made at the applicable unit price for removal of existing concrete. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specification.

Bid Item No. 4 Span Wire Assembly (remove)

Payment per intersection includes removal of the span wire, messenger wire, and all miscellaneous materials supporting the traffic signals, signs and other traffic control devices. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No. 5 **Prestressed Concrete Pole (Shallow Pole Removal- 30ft and greater)**

Payment will be made at contract unit price per pole removed, and shall be full compensation for the removal of pole, foundation, any attachments and according to FDOT Design Standards. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No. 6 **Span Wire Assembly (F&I, Two point perpendicular)**

Payment per intersection includes furnishing and installing span wire in accordance with FDOT Design Standards. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No. 7 **Pull & Splice Box (F&I, 13" x 24" cover size)**

Payment will be made at contract unit price per box Furnished and Installed, and shall be full compensation for the installation according to FDOT Design Standards. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No. 8 **Prestressed Concrete Pole (F&I, Type (-VIII Modified)**

Payment will be made at contract unit price per pole Furnished and Installed, and shall be full compensation for the installation according to FDOT Design Standards. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No. 9 **Sod**

Payment shall be made at the applicable unit price for the restoration of sod, seed/mulch, trees, or any plants materials removed during the construction process. Landscaping to be of same like and type as the existing material prior to the beginning of construction. Pricing shall be full compensation for furnishing all plant labor, materials and equipment necessary to furnish and properly install landscaping within the limits shown on the drawings. Items shall include watering and maintenance. Dead or insect infested grassing shall be replaced by the Contractor at no cost to the Owner if manifestation of damage becomes apparent within the maintenance period.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
 - Shop Drawings
 - Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, and sample submitted
 - 5. Notification of deviations from contract documents
 - 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
1. Project title and number
 2. Name of project building or structure
 3. Number and title of the shop drawing
 4. Date of shop drawing or revision
 5. Name of Contractor and subcontractor submitting drawing
 6. Supplier/manufacturer
 7. Separate detailer when pertinent
 8. Specification section
 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-6

SECTION 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.
- B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.
 2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.
- E. Digital pictures shall contain and comply with the following:
1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.
 2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.

3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 - PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

- A. Type of Print (if required):
 1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.

Size: 4 inch x 6 inch for construction photos.
- B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):
 1. Name of project
 2. Orientation of view
 3. Date and time of exposure
 4. Name and address of photographer
 5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 1. High resolution and sharpness (minimum 800 DPI)
 2. Maximum depth-of-field
 3. Minimum distortion

3.02 VIEWS REQUIRED

- A. Digital photographs shall adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.
2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or Owner).
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 1. Engineer one (1) set.
 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents.
 3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.
- B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).
- D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

- A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.
- B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

- A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.
- B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date, location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.
- C. Each DVD shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Digital information will be as follows:
 - 1. Upper left corner
 - a) Name of Contractor
 - b) Day, date and time
 - c) Name of project
 - 2. Lower left corner
 - a) Route of travel
 - b) Viewing side
 - c) Direction of travel
 - d) Stationing

- F. Time must be accurate and continuously generated.
- G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.
- I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.
- J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- K. All DVDs and boxes shall bare labels with the following information:
 - 1. Recording Number
 - 2. Owner's Name
 - 3. Date of Recording
 - 4. Project Name and Number
 - 5. Location and Standing Limit of DVD
- L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be rented from the City’s designated solid waste hauler. The solid waste hauler currently under contract with the City is:

Waste Pro of Florida, Inc.
925 South Clyde Morris Blvd.
Daytona Beach, FL 32114
Phone: (386) 788-8890

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the

respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02010 SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A soils investigation report has been prepared for the site of this work by Universal Engineering Sciences, hereafter referred to as the Soils Engineer. The soils investigation report has been included as an appendix to these documents.

This report was obtained only for the Engineer's use in design and is not a part of the Contract Documents. The report is available for bidder's information, but is not a guarantee of subsurface conditions.

1.02 QUALITY ASSURANCE

Bidders should visit the site and acquaint themselves with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but all such investigations shall be performed under time schedules and arrangements approved in advance by the Owner.

Soils Engineer will be retained by the Owner to observe performance of work in connection with excavating, trenching, filling, backfilling and grading.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for

performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

- A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02100 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping.

B. The removal and disposal of all, structures, appurtenances, existing pavement and other facilities is described in Section 02050, Demolition.

1.02 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Parks Department shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required to maintain their health during the course of construction operations.

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.03 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to

a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.02 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. In some instances, burning may be permitted on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

2. Where burning of such material is permitted all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 02140 DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.
- B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

- B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.
- C. Siltation and Erosion:
1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.
 2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.
- D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2. 01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3. 01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

**SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

- 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

- 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.
 - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.
2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be

provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

- #### A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in

excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 03300 CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of the forming, mixing, placing and curing concrete for use in small structures, sidewalk, and curb replacement.

1.02 QUALITY ASSURANCE

A. Concrete may be standard design and product of commercial ready-mix or transit-mix supplier conforming to the following requirements:

<u>Class</u>	<u>Cement Content per cubic yard</u>	<u>Minimum 28-day Strength (lb. per sq. in.)</u>
Structural	6.25 bags or 600 pounds	4000
Non-Structural	5.75 bags or 560 pounds	3000

B. Job mixes of small quantities shall conform to the same requirements.

1.03 SUBMITTALS

A. Compressive strength tests, when required by the Engineer, shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Three specimen test cylinders shall be taken from each concrete pour of three cubic yards. One additional test cylinder shall be taken for quantities up to one truck load. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

B. Slump test shall be made in accordance with ASTM C143, and shall be made whenever directed by the Engineer.

C. Responsibility for Tests and Reports:

1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

2. The test cylinders shall be tested in a recognized commercial testing laboratory.

1.04 DELIVERY AND STORAGE

A. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Additive (if any).

B. Bulk or bagged cement or bagged concrete mix shall be stored off the ground in a sheltered area.

PART 2 - PRODUCTS

2.01 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:

1. For general concrete construction, ASTM C150, Type I.
2. Type II (meeting ASTM C150) cement shall be used in all areas where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with groundwater).

2.02 AGGREGATES

A. Fine Aggregate:

1. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.
2. The fine aggregate shall be reasonably well graded from coarse to fine.

B. Coarse Aggregate:

1. Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall not contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability.

2. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars.

2.03 BAGGED CONCRETE MIX

A. For very small amounts of concrete a premixed sand, gravel and cement in 40 lb. (1/3 cu. ft.) or 80 lb. (2/3 cu. ft.) bags may be used. The Engineer must give approval for its use.

2.04 ADMIXTURES

A. The design mix may be based upon the use of such admixtures as the designer may select to improve the workability, plasticity or rate of curing of the concrete.

2.05 MIXING WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.06 STEEL BAR AND WIRE FABRIC REINFORCEMENT

A. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale and/or coatings.

B. Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

D. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

E. Wire fabric, unless otherwise shown or specified, shall be 6-inches by 6-inches by W1.4 x W1.4 woven or electrically welded wire fabric conforming to the requirements of ASTM A185.

PART 3 - EXECUTION

3.01 FORMS

A. Material:

1. Forms shall be of wood, metal, or other approved materials, shall be built true to line and grade, mortar-tight, adequately braced and supported, and sufficiently rigid to prevent

displacement or sagging. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate.

2. Form work shall be constructed conforming to AC1 347 Chapter 2. Joints of sectional forms shall be located in a modular manner with as few fillers as possible. Voids in plywood and joints between form modules used for concrete exposed to view or hydraulic action shall be filled with silicone sealant and shall be tool smooth. Profile items such reglets and anchors shall be securely fastened with flush mechanical fasteners.

3. Pours shall not be scheduled until all erection and bracing of form work has been completed.

3.02 CONCRETE PLACING

A. Concrete shall not be placed until forms and reinforcing have been inspected.

B. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce through consolidation.

C. Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

D. Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch thickness.

E. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

3.03 CONCRETE CURING

A. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration.

B. Concrete shall be kept wet by covering with water, water saturated covering, or by alternate methods which will keep all surfaces continuously wet, for a period of seven days.

C. Where wood forms are left in place during curing, they shall be kept wet at all times.

3.04 WEATHER PROTECTION

A. No concrete shall be mixed or placed when the air temperature in the shade and away

from artificial heat is as low as 40 degrees F., and falling. Concrete may be mixed and placed when the air temperature in the shade and away from artificial heat is 35 degrees Fahrenheit, and rising.

B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

3.05 CONCRETE FINISHING

A. Slabs, Walks and Pavements shall be brought to a true and even finish by power or hand-floating. The surface shall be floated to a true, smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All walk and pavement surfaces, shall, immediately after troweling, be lightly broomed. The brooming shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

END OF SECTION

SR 40 Banner Pole Design Calculations



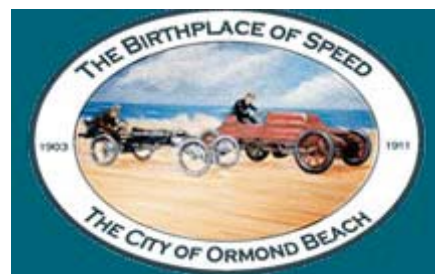
Prepared For:

LTG Engineering & Planning, Inc.

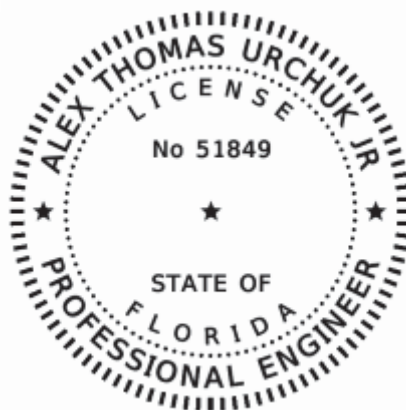
Prepared By:

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services



1040 Pelican Bay Drive
Daytona Beach, Florida 32119
386.226.1113
Registry No. 3498
Alex T. Urchuk Jr., P.E. No. 51849



*This item has been digitally signed
and sealed by*

Alex T Urchuk Jr
2020.06.25 19:40:39 -04'00'

On the date adjacent to the seal

*Printed copies of this document are
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on any electronic copies.*

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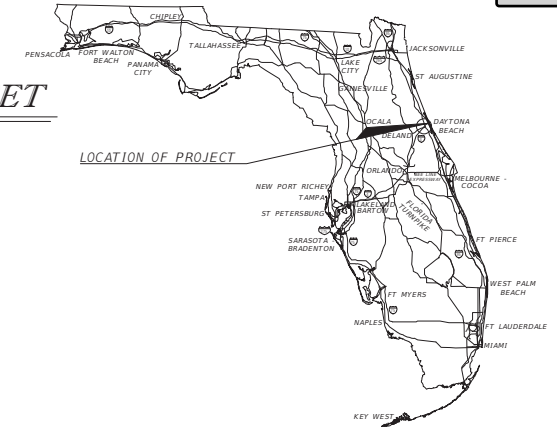
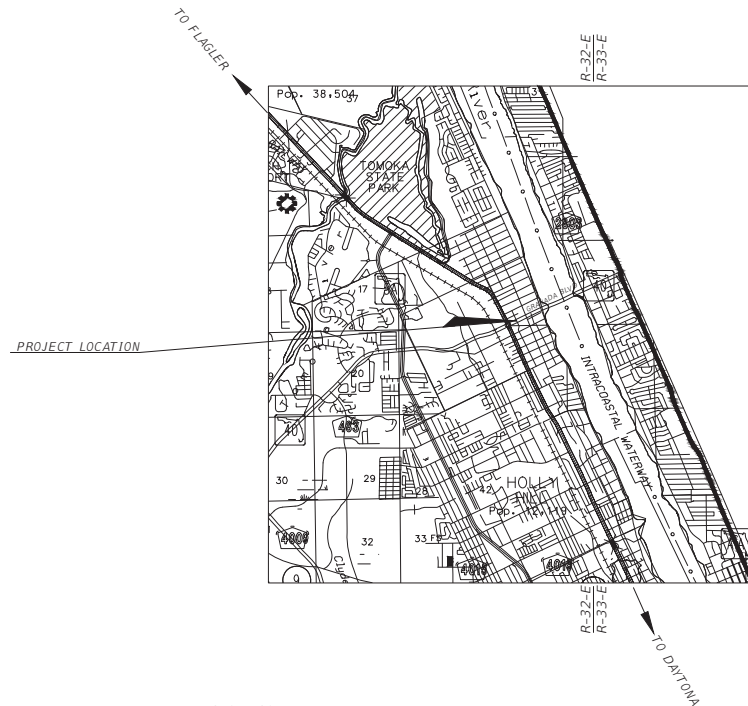
STATE OF FLORIDA
CITY OF ORMOND BEACH

GRANADA BOULEVARD AT WASHINGTON STREET

INDEX OF SIGNALIZATION PLANS

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T-1	KEY SHEET
T-2	TABULATION OF QUANTITIES & GENERAL NOTES
T-3	CONCRETE BANNER POLE PLANS
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T-5	CONCRETE STRAIN POLE TYPE P-VIII (MODIFIED)

CONCRETE BANNER POLE PLANS



THIS ITEM HAS BEEN DIGITALLY
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ON THE DATE ADJACENT TO THE SEAL.

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PLANS PREPARED BY:



SIGNALIZATION PLANS
ENGINEER OF RECORD:

BAHRAM K. JOULAEI, P.E.
P.E. No. 74041
1450 WEST GRANADA BLVD. SUITE 2
ORMOND BEACH, FLORIDA, 32174
PH. 386.257.2571 FAX: 386.257.6996
EMAIL: INFO@LTG-INC.US
VENDOR NO.: F030424608005
CERTIFICATION OF AUTHORIZATION NO.: 9227

GOVERNING STANDARD PLANS:

FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2019-2020 DESIGN STANDARDS eBook (DSeb)
AND APPLICABLE DESIGN STANDARDS REVISIONS (DSR's) AT THE FOLLOWING WEBSITE:
[HTTP://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](http://www.fdot.gov/design/standardplans)

GOVERNING STANDARDS SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY 2020 STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION AVAILABLE AT THE FOLLOWING WEBSITE:
[HTTP://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](http://www.fdot.gov/programmanagement/implemented/specbooks)

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	2020	T-1

TABULATION OF QUANTITIES								
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS		TOTAL THIS SHEET		GRAND TOTAL	
			T-3					
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
101-1	MOBILIZATION	LS	1		1		1	
102-1	MAINTENANCE OF TRAFFIC	LS	1		1		1	
110-4-10	REMOVE EXISTING CONCRETE	SY	7		7		7	
570-1-2	PERFORMANCE TURF (BAHIA GRASS)	SY	7		7		7	
634-4-151	SPAN WIRE ASSEMBLY, F&I, TWO POINT PERPENDICULAR	PI	1		1		1	
634-4-600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	1		1		1	
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	1		1		1	
641-2-19	PRESTRESSED CONCRETE POLE , F&I, TYPE P-VIII (MODIFIED)	EA	2		2		2	
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	2		2		2	

GENERAL NOTES:

- THE CONTRACTOR SHALL NOTIFY F.D.O.T. AND CITY OF ORMOND BEACH PUBLIC WORKS DEPARTMENT (ENGINEERING DIVISION). NOTIFY SHAWN P. FINLEY, P.E. (386) 615-7049. AT LEAST TWO BUSINESS DAYS PRIOR TO BEGINNING AND SCHEDULING WORK.
- ANY ITEM NOT SPECIFICALLY ADDRESSED IN THESE PLANS, USE F.D.O.T. SPECIFICATIONS. ALL MATERIALS AND HARDWARE SHALL BE PRE-APPROVED BY CITY OF ORMOND PUBLIC WORKS DEPARTMENT (ENGINEERING DIVISION).
- THE CONTRACTOR SHALL NOTIFY SUNSHINE ONE-CALL 1-800-432-4770 AT LEAST TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION WORK WHICH WOULD OTHERWISE INTERFERE WITH ANY ABOVE GROUND OR BELOW GROUND UTILITIES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING CURRENT LOCATE TICKET THROUGHOUT THE DURATION OF THE WORK.
- AT THE TIME OF FINAL INSPECTION, THE CONTRACTOR SHALL PROVIDE 2 SETS OF CONSTRUCTION "AS-BUILT" TO THE CITY OF ORMOND BEACH PUBLIC WORKS DEPARTMENT (ENGINEERING DIVISION).
- THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OR THE PROGRESSION OF ANY WORK SPECIFIED IN THESE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY AND PRIOR TO ANY FURTHER WORK ACTIVITY.
- PULL BOXES SHALL BE CONCRETE AND THE COVERS SHALL BE F.D.O.T. APPROVED OF NON-METALLIC CONSTRUCTION WITH RECESSED COVER LOGO "TRAFFIC SIGNALS". (QUAZITE 1324 BK., 1212BA OR EQUAL).
- DUE TO THE CLOSE PROXIMITY OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL HAND DIG THE FIRST (4) FOUR FEET OF ANY POLE / PEDESTAL FOUNDATION.
- AS DIRECTED BY THE PROJECT ENGINEER, THE CONTRACTOR SHALL ADJUST CONDUIT VERTICALLY TO AVOID ANY POSSIBLE CONFLICTS WITH UNDERGROUND UTILITIES.
- LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING Vv, Vh, Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY; THE VERIFIED LOCATIONS/ELEVATIONS APPLY AT THE POINT SHOWN. INTERPOLATION BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ANY UTILITY OWNER(S) THAT MAY OR MAY NOT BE A "SUNSHINE ONE-CALL" MEMBER IN ORDER TO COORDINATE UTILITY MARKING AND LOCATING AT A MINIMUM OF TWO DAYS PRIOR TO DIGGING. IT SHOULD BE NOTED THAT FDOT IS NOT A MEMBER OF "SUNSHINE ONE-CALL" AND THAT SEPARATE CONTACT WILL NEED TO BE MADE IN ORDER TO OBTAIN UTILITY LOCATE.
- TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE F.D.O.T. STANDARD PLANS. ATTENTION IS DIRECTED TO THE INDEX 600 SERIES.
- ANY ROAD/LANE CLOSURES REQUIRES APPROVAL WITH 7 DAY ADVANCE NOTICE FROM CITY OF ORMOND BEACH PUBLIC WORK DEPARTMENT TRAFFIC DIVISION.
- CONTRACTOR SHALL SUBMIT MOT PLANS TO THE PUBLIC WORK DEPARTMENT FOR APPROVAL.
- NO TRENCH/EXCAVATIONS SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT.
- SOD ALL DISTURBED AREAS.

UTILITY OWNERS:

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
CITY OF ORMOND BEACH (CONDUIT/ELECTRIC/WATER/ SEWER/STORMWATER)	KEN RUSSEL	(386) 676-3590
FLORIDA POWER & LIGHT -VOLUSIA (ELECTRIC)	USIC DISPATCH CENTER	DAY: (800) 778-9140
TECO PEOPLES GAS-DAYTONA (GAS)	SHARON BECK	DAY: (813) 228-1351
AT&T / DISTRIBUTION (TELEPHONE)	DINO FARRUGGIO	(561) 997-0240
CHARTER COMMUNICATIONS (CABLE, CATV, FIBER)	USIC DISPATCH CENTER	DAY: (800) 778-9140

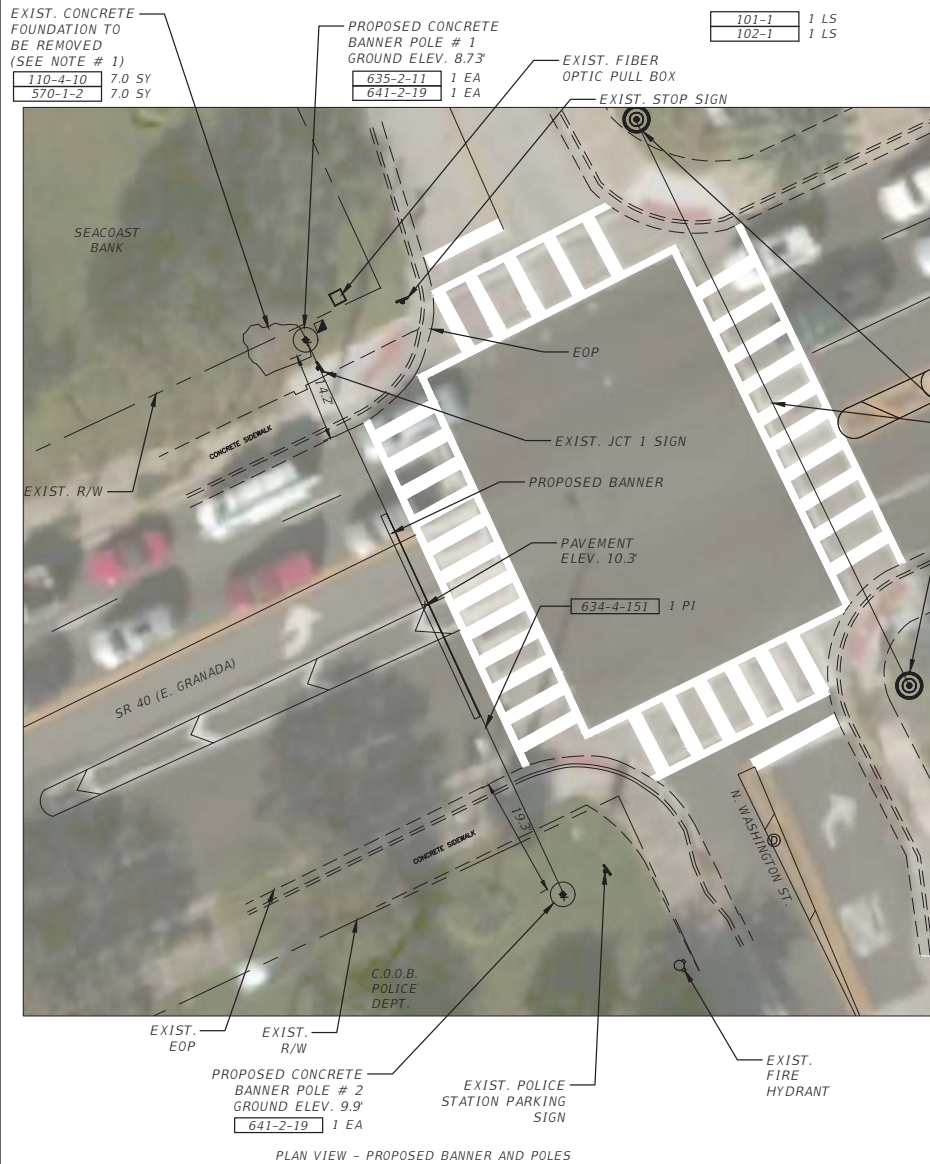
REVISIONS				 Engineering & Planning BAHRAM K. JOULAE P.E. No. 74041 1450 W. GRANADA BLVD. SUITE 2 ORMOND BEACH, FLORIDA 32174 PH: 386.257.2571 FAX: 386.257.6996 CERTIFIED BY: J. ANDERSON 03/27	CITY OF ORMOND BEACH ENGINEERING DIVISION			TABULATION OF QUANTITIES & GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		T-2
					GRANADA BLVD. at WASHINGTON ST.	VOLUSIA	ORMOND BEACH		

ANTHONY

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PLAN VIEW - PROPOSED BANNER AND POLES

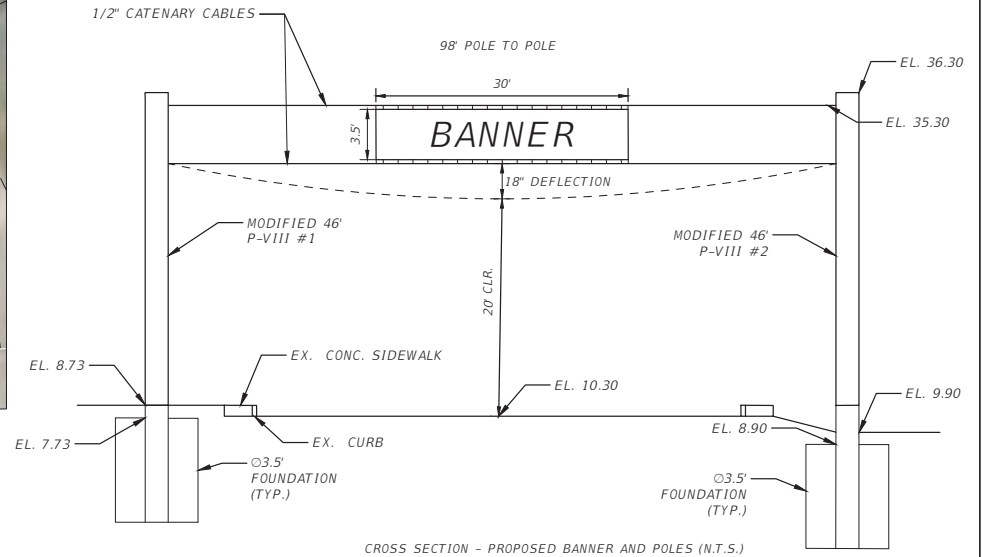
NOTES:

- CONTRACTOR SHALL REMOVE THE ABANDONED CONCRETE FOUNDATION REMAINED FROM AND OLD REMOVED BASE MOUNTED SIGN. THE EXISTING ABANDONED SIGN FOUNDATION IS PARTIALLY ENCRACHING INTO THE PROPOSED BANNER POLE FOUNDATION. COST OF THE REMOVAL OF EXISTING SIGN FOUNDATION SHALL BE INCLUDED IN PAY ITEM: 110-4-10
- CONTRACTOR SHALL REMOVE THE EXISTING CONCRETE BANNER POLES AND THE EXISTING SPAN WIRE CABLES FROM SOUTHEAST AND NORTHEAST QUADRANTS. REMOVAL OF THE EXISTING BANNER POLES ARE SHALLOW REMOVAL. EXISTING BANNER POLE FOUNDATIONS SHALL BE CUT 2 FEET BELOW THE GROUND LEVEL. CONTRACTOR SHALL USE ALL MEANS AND METHOD TO NOT DAMAGE THE EXISTING BUILDING STRUCTURES, IN THE VICINITY OF THE EXISTING BANNER POLES.

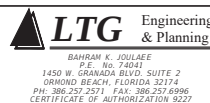
REMOVE EXISTING CONCRETE BANNER POLES AND SPANS (SEE NOTE # 2)

634-4-600 1 PI

641-2-70 2 EA



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



CITY OF ORMOND BEACH ENGINEERING DIVISION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
GRANADA BLVD. at WASHINGTON ST.	VOLUSIA	ORMOND BEACH

CONCRETE BANNER POLE PLANS

SHEET NO.

T-3

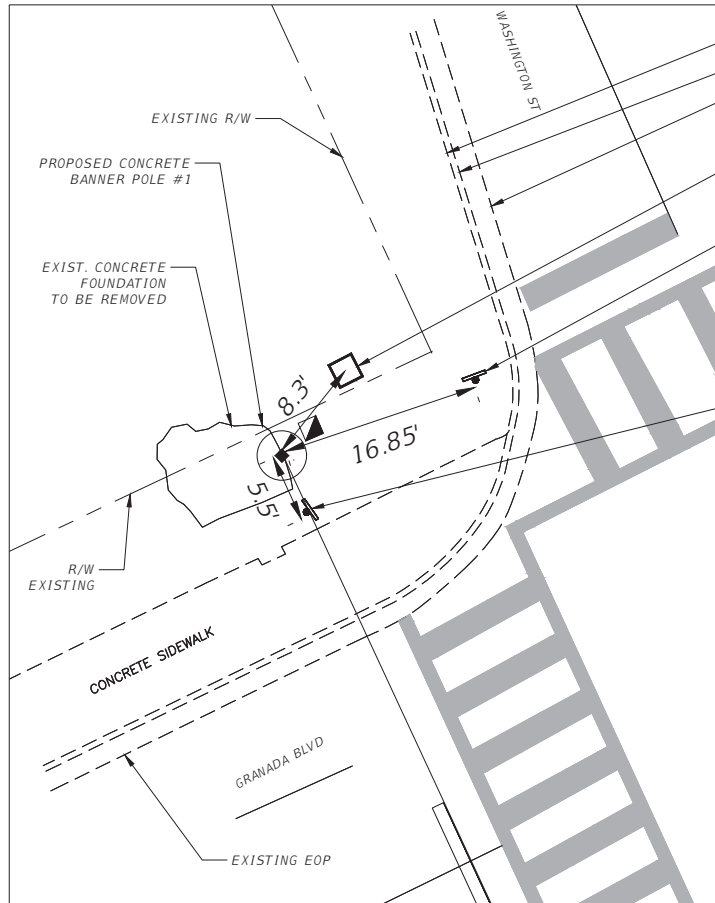
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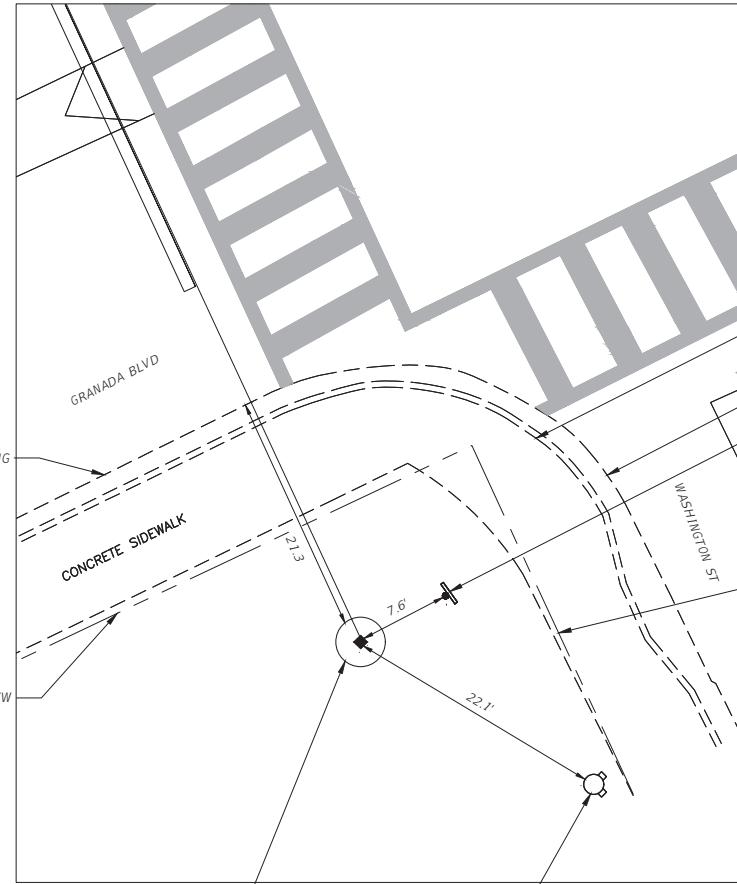
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23-004, F.A.C.

NW CORNER OF INTERSECTION

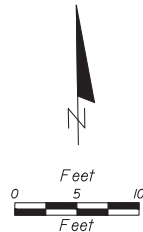


- EXISTING BACK OF CURB
- EXISTING FACE OF CURB
- EXISTING EOP
- EXISTING FIBER OPTIC PULL BOX
- EXISTING STOP SIGN
- EXISTING JCT 1 SIGN

SW CORNER OF INTERSECTION



- BACK OF CURB
- EXISTING EOP
- EXISTING POLICE STATION PARKING SIGN
- EXISTING R/W



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LTG Engineering & Planning
BAHRAN K. JOULAEI
P.E. NO. 74041
1450 W. GRANADA BLVD., SUITE 2
ORLAND BEACH, FLORIDA 32174
PH: 386.257.2571 FAX: 386.257.6396
CERTIFICATE OF AUTHORIZATION 9227

CITY OF ORMOND BEACH ENGINEERING DIVISION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
GRANADA BLVD. at WASHINGTON ST.	VOLUSIA	ORMOND BEACH

CONCRETE BANNER
POLE DETAIL

SHEET NO.
T-4

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23-004, F.A.C.

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UNIVERSAL

ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

*Proposed Banner Poles
West Granada Boulevard
Ormond Beach, Volusia County, Florida*

UES Project No. 0430.1900281.0000
UES Report No. 135667

January 21, 2020

Prepared for:

Mr. Shawn Finley, P.E.
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119
Phone (386) 756-1105 Fax (386) 760-4067

CONSULTANTS:

Geotechnical Engineering • Environmental Engineering • Construction
Materials Testing Threshold Inspection • Private Provider Inspection •
Geophysical Studies

OFFICES: Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Jacksonville, FL • Leesburg, FL • Miami, FL • Norcross, GA • Ocala, FL • Orange City, Orlando, FL
Palm Coast, FL • Panama City, FL • Pensacola, FL • Rockledge, FL • Sarasota, FL • St. Augustine, FL • Tampa, FL • West Palm Beach, FL



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- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

January 21, 2020

Mr. Shawn Finley, P.E.
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Reference: **REPORT OF SPT BORINGS FOR MAST ARMS**
Proposed Banner Poles
West Granada Boulevard
Ormond Beach, Volusia County, Florida
UES Project No. 0430.1900281.0000 and UES Report No. 135667

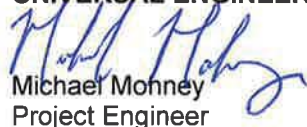
Dear Mr. Finley:

Universal Engineering Sciences, Inc. has completed the geotechnical engineering services for the subject project located in Ormond Beach, Florida. This report contains the results of our investigation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations to guide the design of the foundations for the proposed concrete pole structures.

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

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES


Michael Monney
Project Engineer



Cc: Mr. Bahram Joulaee, P.E. – LTG, Inc.

Attachments

MM/BCP/cme

1.0 INTRODUCTION

1.1 GENERAL

In this report we present the results of the subsurface evaluation for the concrete poles near the intersection of West Granada Boulevard and North Washington Street in Ormond Beach, Florida. We have divided this report into the following sections:

- SECTION 2.0 - SCOPE OF SERVICES
- SECTION 3.0 - FINDINGS
- SECTION 4.0 - ENGINEERING EVALUATION
- SECTION 5.0 - CONSTRUCTION RELATED SERVICES
- SECTION 6.0 - LIMITATIONS

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information has been provided to us in discussions with Mr. Bahram Joulaee, P.E. with LTG, Inc. We have been provided with a plan which shows the adjacent roadways and the layout of the proposed concrete banner pole locations.

Based on the information provided to us, it is our understanding the proposed project will consist of removing the existing banner poles and replacing them with new concrete banner pole structures near the intersection of West Granada Boulevard and North Washington Street. It is anticipated the concrete poles will be supported within a drilled shaft foundation system.

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

2.2 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction; and
- to provide geotechnical engineering recommendations to facilitate the design of the proposed concrete pole foundations.

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

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

2.3 FIELD INVESTIGATION

To explore the subsurface conditions within the area of the proposed concrete poles, we located and performed two (2) Standard Penetration Test (SPT) borings, drilled to a depth of approximately 40 feet each below the existing surface in general accordance with the methodology outlined in ASTM D 1586. It should be noted that utilities were marked prior to our mobilization to the site. Soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory for further evaluation.

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

2.4 SOIL CLASSIFICATION

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

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are presented on the Subsurface Profiles Sheet in Appendix A. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples and laboratory testing. Also, see Appendix A: Key to Borings Logs, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

In general, the borings encountered topsoil within the upper 1.0 foot underlain by intermittent layers of very loose to dense fine sand (SP) to approximately 33 feet below existing grade. This layer was further underlain by loose to very dense fine sand (SP), fine sand with silt (SP-SM), and silty fine sand (SM) to the boring termination depth of approximately 40 feet below existing grade.

3.2 GROUNDWATER

The stabilized groundwater level was measured at the boring locations and recorded, at the time of drilling, at a depth of approximately 5.0 feet each below the existing ground surface. The depths of the groundwater level encountered at each boring location are presented on the Subsurface Profiles. It should be noted the groundwater level will fluctuate according to seasonal climatic changes, nearby construction operations, surface water runoff patterns, etc.

4.0 ENGINEERING EVALUATION

4.1 GENERAL

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the project information varies from that previously discussed, we request the opportunity to review and possibly amend our recommendations with respect to those changes. Additionally, if subsurface conditions are encountered during construction, which were not encountered in the borings, report those conditions immediately to us for observation and further recommendations. It should be noted that difficulty in drilling and excavations may be encountered due to the observed dense soils.

4.2 RECOMMENDED SOILS PARAMETERS

It is anticipated that the drilled shafts will likely bear within the medium dense and dense soils between 20 and 30 feet due to the very loose to loose sandy soils within the upper approximate 18 feet. Recommended soil parameters to guide the design of the concrete pole foundations are presented in Appendix B. We have provided two sets of soil design parameters for the proposed banner poles as presented in Appendix B. Based on the presence of the very loose nature of soils between approximately 5.0 and 18.5 feet, temporary and/or permanent casing may be required for installation. We recommend Universal Engineering Sciences review the foundation design prior to construction in order to assure that our recommendations have been properly implemented.

4.3 DRILLED SHAFT CONSTRUCTION RECOMMENDATIONS

Drilled shafts are generally installed by either the dry method, casing method, or slurry method. The selected method of construction depends on the subsurface conditions encountered at the foundation location.

5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation soils and installation of the shafts to the proper depths. We can also perform concrete testing, structural steel testing and other construction materials testing services.

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

6.0 LIMITATIONS

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

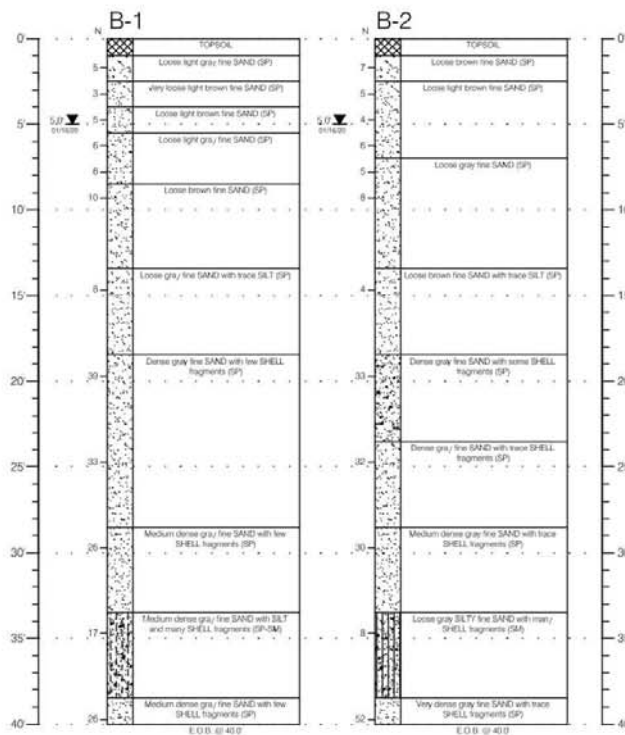
UES Project No. 0430.1900281.0000

UES Report No. 135667

January 21, 2020

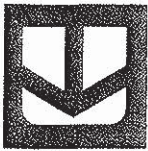
Our field exploration did not find unsuitable or unexpected materials at the time of occurrence. However, borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information to negate presence of anomalous materials or for estimation of material quantities unless our contracted services **specifically** include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect such anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

GRAPHIC SCALE
0 50 100
(IN FEET)
1 INCH = 100 ft.



Brian Pohl, P.E.
Branch Manager
Florida License No. 60216
Date: _____

REVISIONS				ENGINEER OF RECORD: Universal Engineering Sciences 911 Beville Road, Suite 3 South Daytona, Florida 32119 Phone: (386) 756-1105 Cert. of Authorization #549				GEOTECHNICAL EVALUATION BANNER POLES GRANADA BOULEVARD ORMOND BEACH, FLORIDA	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						A-1
						ROAD NO.	COUNTY		PROJECT ID
						VOLUSIA	0430.1900281.0000		



KEY TO BORING LOGS

SYMBOLS

SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing No. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

RELATIVE DENSITY (sand-silt)

Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

CONSISTENCY (clay)

Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS (Limestone)

Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

UNIFIED CLASSIFICATION SYSTEM

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

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.

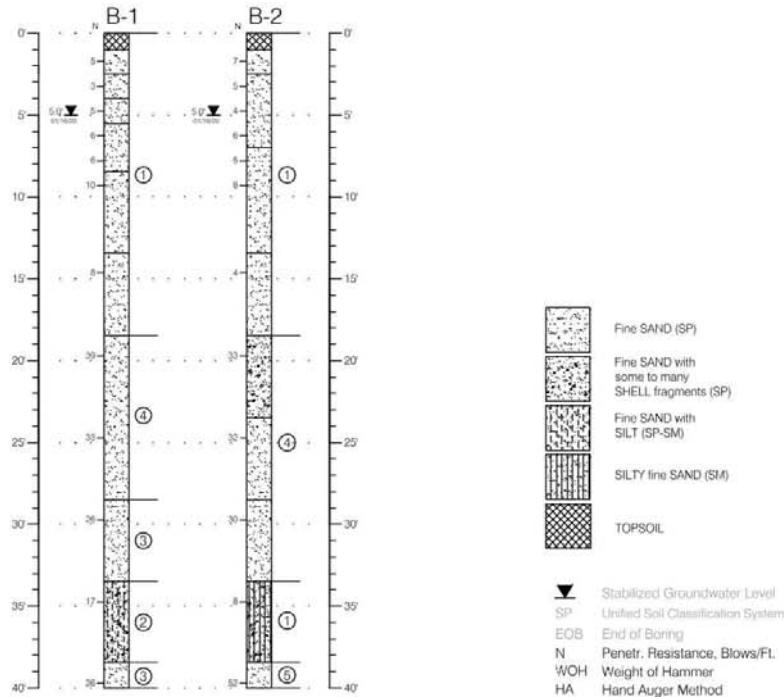
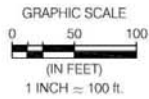
Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%

These modifiers provide our estimate of the amount of organic components in the soil sample.

Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%

These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample

Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%



Soil Type	ϕ	K_a	K_p	K_o	γ_{dry}	γ_{sat}	γ_{boy}	C
1	29	0.35	2.88	0.52	95	113	50	0
2	32	0.31	3.25	0.47	100	118	55	0
3	34	0.28	3.54	0.44	100	118	55	0
4	36	0.26	3.85	0.41	105	123	60	0
5	40	0.22	4.60	0.36	110	128	65	0

Note: The soil type number above and associated soil parameters should be matched to the numbers presented along the subsurface profiles between the indicated depths.

K_a = Coefficient of Active Lateral Earth Pressure
 K_p = Coefficient of Passive Lateral Earth Pressure
 ϕ = Angle of Internal Friction (degrees)
 ψ = Angle of Friction Between Shaft and Soil (degrees)
 γ_{dry} = Unit Weight of Dry Soil (PCF)
 γ_{sat} = Unit Weight of Saturated Soil (PCF)
 γ_{boy} = Unit Weight of Bouyant Soil (PCF)
C = Cohesion (psf)

Based on review of the St. Johns River Management District potentiometric Map of the Upper Floridian Aquifer for the project area, the potential artesian head elevation is estimated to be 2.0 +/- feet, NGVD. The Contractor shall be prepared to use temporary casing or other methods as necessary to control water.

Brian Pohl, P.E.
Branch Manager
Florida License No. 60216
Date: _____

REVISIONS				ENGINEER OF RECORD: Universal Engineering Sciences 911 Beville Road, Suite 3 South Daytona, Florida 32119 Phone: (386) 756-1105 Cert. of Authorization #549	GEOTECHNICAL EVALUATION BANNER POLES GRANADA BOULEVARD ORMOND BEACH, FLORIDA			SHEET NO.			
DATE	DESCRIPTION	DATE	DESCRIPTION					ROAD NO.	COUNTY	FINANCIAL PROJECT ID	B-1



Job	SR 40 Banner Pole	Project No.	FLA-2019510.00
Description	Calculate Banner Pole Loads on Cable	Computed By	ATU
	Wind Loads	Checked By	JJO
		Date	1/28/2020
		Date	1/31/2020

$$P_z = 0.00256 K_z K_d G V^2 C_d \quad \text{LFRD LTS 3.8.1-1}$$

$$K_z = 2.0 (z/z_g)^{(2/\alpha)} = 0.92 \quad \text{LFRD LTS 3.8.4-1}$$

$$z = 22 \text{ ft} \quad (\text{assumed centroid of sign panel})$$

$$z_g = 900 \text{ ft}$$

$$\alpha = 9.5$$

Assumed Exposure C

$$K_d = 0.85 \text{ Sign}$$

$$K_d = 0.9 \text{ Dodecagonal} = 0.95, \text{ Square Pole} = 0.90$$

LFRD LTS Table 3.8.5-1

$$G = 1.14$$

LFRD LTS 3.8.6

$$C_v = 1.0 \text{ (Extreme Limit State} = 0.85, \text{ used 1.0 for other conditions)}$$

LFRD LTS 3.8.7

$$V = 80 \text{ mph}$$

SDG Table 2.4.1-1

$$d = 23 \text{ in} \quad (\text{Pole Width - Type P-VIII_modified})$$

For temporary signs, luminaires and traffic signals, for both the Extreme Event and Service Limit States, use a design wind speed of 80 mph for the entire state.

$$C_v V d = 153.3 \text{ mph-ft}$$

$$C = 0.75 \text{ in} \quad \text{Pole Chamfer}$$

$$C_{d,pole} = 2.0 - 6r_s \leq 1.25 = 1.25 \text{ (Square)}$$

LFRD LTS Table 3.8.7-1

$$C_{d,sign} = 1.45 \quad \text{Took drag coefficient from online resource on banner signs, though they limit wind speed to 75 mph and did not apply other factors}$$

LFRD LTS Table 3.8.7-1

$$P_{z,pole} = 18.17 \text{ psf}$$

$$P_{z,sign} = 21.08 \text{ psf}$$

Pole:

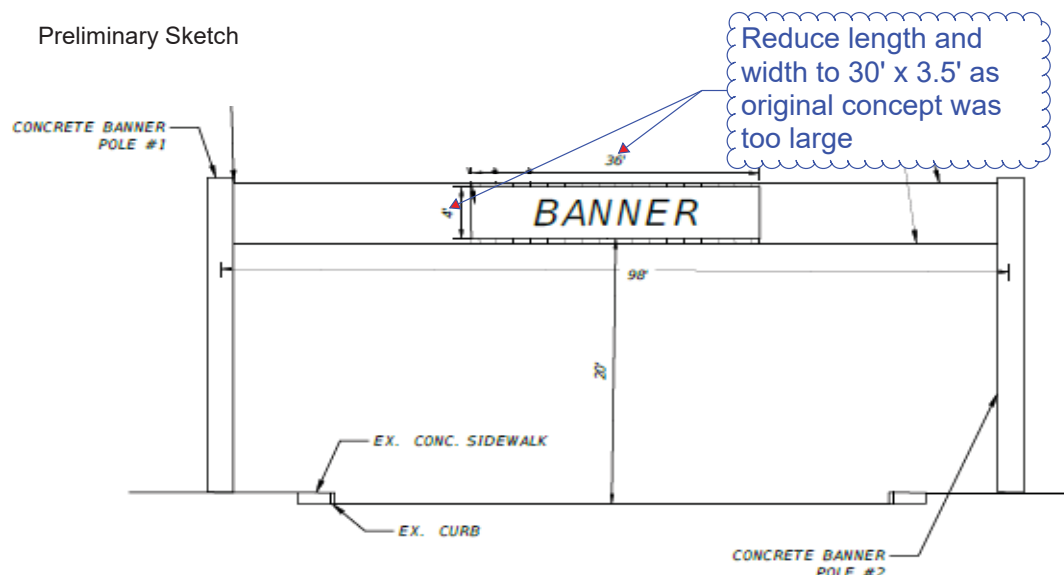
$$w_{pole} = d P_{z,pole} = 0.035 \text{ klf}$$

Banner Sign:

$$A_1 = 42.0 \text{ in H} \times 360.0 \text{ in L} = 105 \text{ sq ft}$$

$$W = A P_{z,sign} = 2.213 \text{ kips}$$

Preliminary Sketch





Job SR 40 Banner Pole
 Description Calculate Banner Pole Loads on Cable
Cable Design

Project No. FLA-2019510.00
 Computed By ATU Date 1/28/2020
 Checked By JJO Date 1/31/2020

Cables shall be Utility Grade 7-wire strands manufactured in accordance with ASTM A-475. All cables shall be provided with a Class A zinc coating.

Nominal Diameter (inches)	Nominal Area (inch ²)	Approx. Weight/1000 ft (lbs)	Minimum Required Tensile Strength (pounds)
1/4"	0.034	117	3,150
3/8"	0.079	273	11,500
7/16"	0.116	399	18,000
1/2"	0.150	517	25,000

Number of Transverse Cables = **2**
 Proposed Cable Size = **0.5** in
 Minimum breaking force is **25,000** lbs
 Cable Span Length = **98** ft
 Total Design Load on Each Cable = 1107 lbs
 Anticipated Cable Deflection = **18** in Sag = 1.5%
 Uniform Cable Design Load = 11.3 lb/ft
 Max Tension in Cable @ Midspan = 9.04 kips
 Max Tension in Cable @ Ends = 9.05 kips
 Wire Resistance Factor = **0.5**
 Allowable Tension = 12.5 kips

Ignoring Dead Load as Wind Load is the dominant condition and will control.



Job SR 40 Banner Pole
 Description Calculate Banner Pole Loads on Pole
Wind Loads

Project No. FLA-2019510.00
 Computed By ATU Date 1/28/2020
 Checked By JJO Date 1/31/2020

Banner Height = 3.50 ft
 Ground Elevation Adjustment = 1.27 ft positive if ground is lower than crown
 Height to Upper Connection = 26.27 ft from top of ground (left pole controls)
 Height to Lower Connection = 22.77 ft from top of ground
 Exposed Height of Pole = 27.27 ft
 Height of Pole above footing = 28.27 ft assumes top of footing is 1' below grade
 Wind Load on Pole = 0.035 k/ft conservatively assumes max width at base is full height
 Wind Load on Each Connection = 9.05 kips

Maximum Moment on Pole = 444 k-ft *For comparison purposes, a 140 mph wind speed was applied to the poles (300 yr recurrences interval). The resulting moment was 29.3 k-ft, significantly less than the banner load used for design.*

Factor of Safety = 1.5
 Angle of Internal Friction = 29
 Soil Weight = 50
 Shaft Diameter = 3.5 ft
 $K_p = 2.88$
 $M_b = 444$
 $V_b = 18.1$
 $L = 16.4'$

0 Solve for "0"

Rounding off for a 2' Increment = 46 ft

Standard				
H (feet)	Capacity (k-ft)	Width (in)	Mod. Tip (in)	H (feet)
20	350	19.24	19.00	27.10
22	359	19.564		
24	368	19.888		
26	378	20.212		
28	387	20.536		
30	397	20.86		
32	406	21.184		
34	415	21.508		
36	425	21.832		
38	434	22.156		
40	443	22.48		
42	453	22.804		
44	462	23.128		
46	471	23.452		
48	481	23.776		
50	490	24.1		

Modified	
Capacity (k-ft)	Width (in)
469	23.39

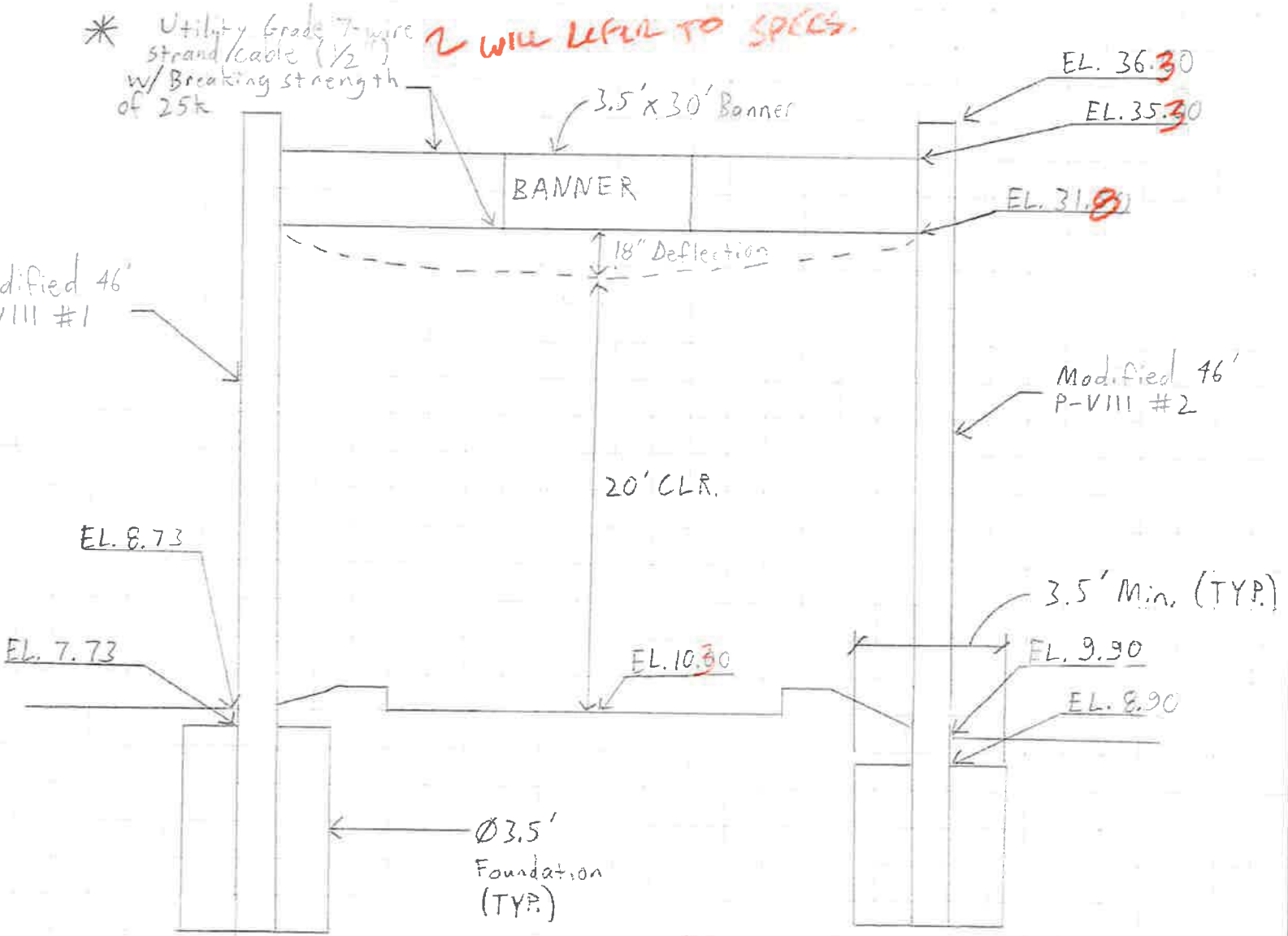
GPI

Greenman-Pedersen, Inc.

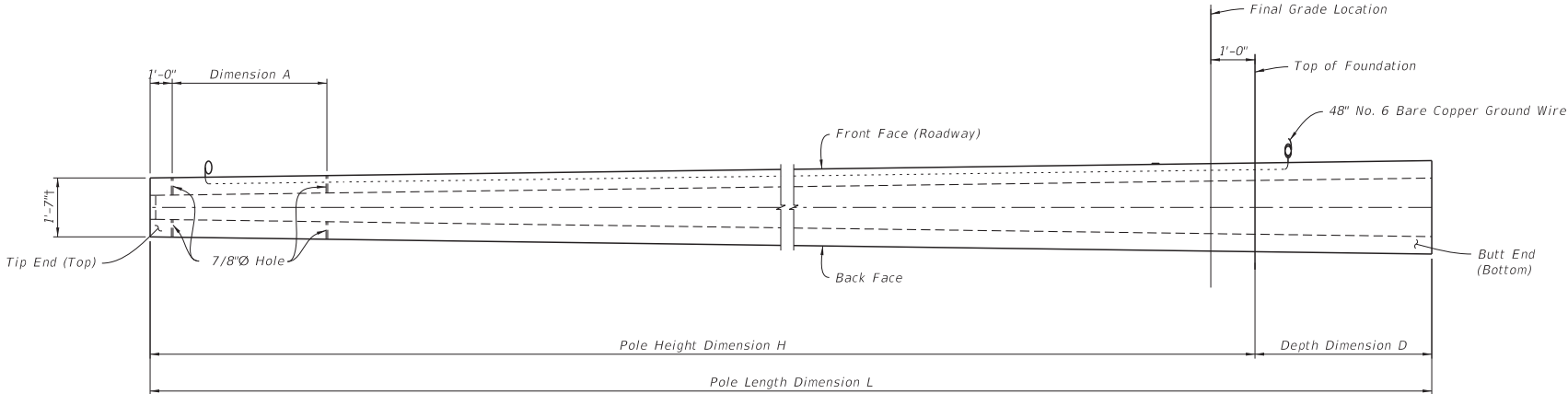
JOB Orem Beach Paving

SHEET NO. _____

OF _____

CALCULATED BY CLDDATE 2/21/20CHECKED BY MMDATE 2/22/20SCALE N.T.S.

* Cables to be manufactured in accordance with ASTM A-475. All cables shall have a Class A zinc coating. — **PER FIRST SPEC**



POLE ELEVATION
(Strands and Reinforcing Not Shown)

STRAIN POLE SCHEDULE									
ID NO.	SHEET NO.	POLE LOCATION	FINAL GRADE ELEVATION	CROWN ELEVATION	POLE TYPE	POLE HEIGHT (H)	CONCRETE POLE DEPTH (D)	POLE LENGTH (L)	DIMENSION A
1	T-3	Left - Northside	8.73	10.30	P-VIII †	27.3'	18.7'	46.0'	3.5'
2	T-3	Right - Southside	9.90		P-VIII †	26.1'	19.9'	46.0'	3.5'

† Strain Poles to be Modified P-VIII Poles

NOTES:

1. *Work this sheet with Standard Plans Index No. 641-010.*
2. *Work this sheet with Standard Plans Index No. 634-001.*
3. *Upper and lower wire shall both be catenary 1/2 inch nominal diameter, 25,000 pounds minimum breaking strength.*
4. *Upper and lower catenary wires shall have an 18 inch sag.*
5. *Maximum banner size permitted is 3.5 feet by 30 feet.*
6. *Design wind speed for temporary banner placement is 80 miles per hour.*
7. *Banner shall be removed from structure for any severe weather events.*

REVISIONS				GREENMAN PEDERSEN, INC 1040 PELICAN BAY DRIVE DAYTONA BEACH, FLORIDA 32119 PHONE: 586-226-1115 REGISTRY No.: 5498 Alex T. Urchuk, Jr., P.E. 51849	CITY OF ORMOND BEACH ENGINEERING DEPARTMENT			CONCRETE STRAIN POLE TYPE P-VIII (MODIFIED)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					GRANADA BLVD. at WASHINGTON	VOLUSIA	ORMOND BEACH		T-5



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: January 5, 2021

Subject: Notice of Intent to Provide Easement to FPL for Airport Business Park Feeder

Commission Goal: Economic Development - Other

Introduction

This item provides notice to Florida Power and Light (FPL) of an intent to grant an easement from the City to cover facilities installed in the proposed Ormond Beach Airport Business Park feeder connection from Pineland Trail, and permits staff to issue a letter of intent to FPL accordingly.

Background

In March 2020, City staff representatives from Economic Development, Engineering, and Public Works met with FPL to discuss the design and installation of a proposed electrical power feeder, that connects electric facilities on Pineland Trail to those internal to the Airport Business Park on Tower Circle West. This feeder will provide for a hardening of the electric network in the Airport Business Park increasing system reliability and storm resiliency.

Discussion

In order to make this connection, FPL facilities will need to be installed across an undeveloped, City owned property (Volusia County Parcel #411300000021) that separates the developed portion of the Airport Business Park from Pineland Trail. The City has engaged the services of Zev Cohen and Associates to design the extension of Business Park Drive connecting West Tower Circle to Pineland Trail. Plans for this extension have been provided to FPL, currently completing design of this feeder, to ensure consistency in design. A final easement based on the survey of installed components will be brought to the Commission for approval to grant prior to recording this easement.

Budget Impact

The granting of the easement has no budget impact and the overall project has separate funding.

Citizen Impact

The easement will allow for the completion of the Airport Business Park feeder line, providing for storm preparedness and resiliency to the businesses within the business park.

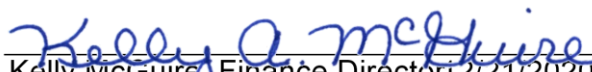
Recommendation

Unless directed otherwise, staff will issue a letter of intent to provide an easement to FPL for the installation of facilities on the City owned property between Tower Circle West and Pineland Trail.

Attachments:

- Letter of intent to FPL (DOCX)
- BPD Concept (PDF)
- Ormond Business Park (Part 1 Job Scope) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/21/2020


Claire Whitley, Assistant City Manager 12/21/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020



CITY OF ORMOND BEACH

Public Works • 501 North Orchard Street • Ormond Beach • Florida • 32174 • (386) 676-3292 •

January 6, 2020

Linda Webster – Dubea, EA Manager
Florida Power & Light Company
425 N. Williamson Blvd.
Daytona Beach, FL 32114

Re: Ormond Business Park Feeder Tie

Ms. Webster – Dubea:

The City of Ormond Beach has reviewed the proposal for your feeder line to the Ormond Business Park.; please accept this letter as notice of City staff's intent to recommend to the City Commission the approval and execution of an Easement to FPL for these new facilities.

It is expected that the final easement location based upon FPL's design will be coordinated with the plans currently under design by the City's consultant Zev Cohen and Associates for the proposed W. Tower Circle.

Upon completion of the easement survey our City Attorney's office will prepare an easement document granting the requested easement based upon the final surveyed location of FPL facilities. This final easement will be presented to the Ormond Beach City Commission for final approval.

Should you have any questions, please feel free to contact me.

Sincerely,

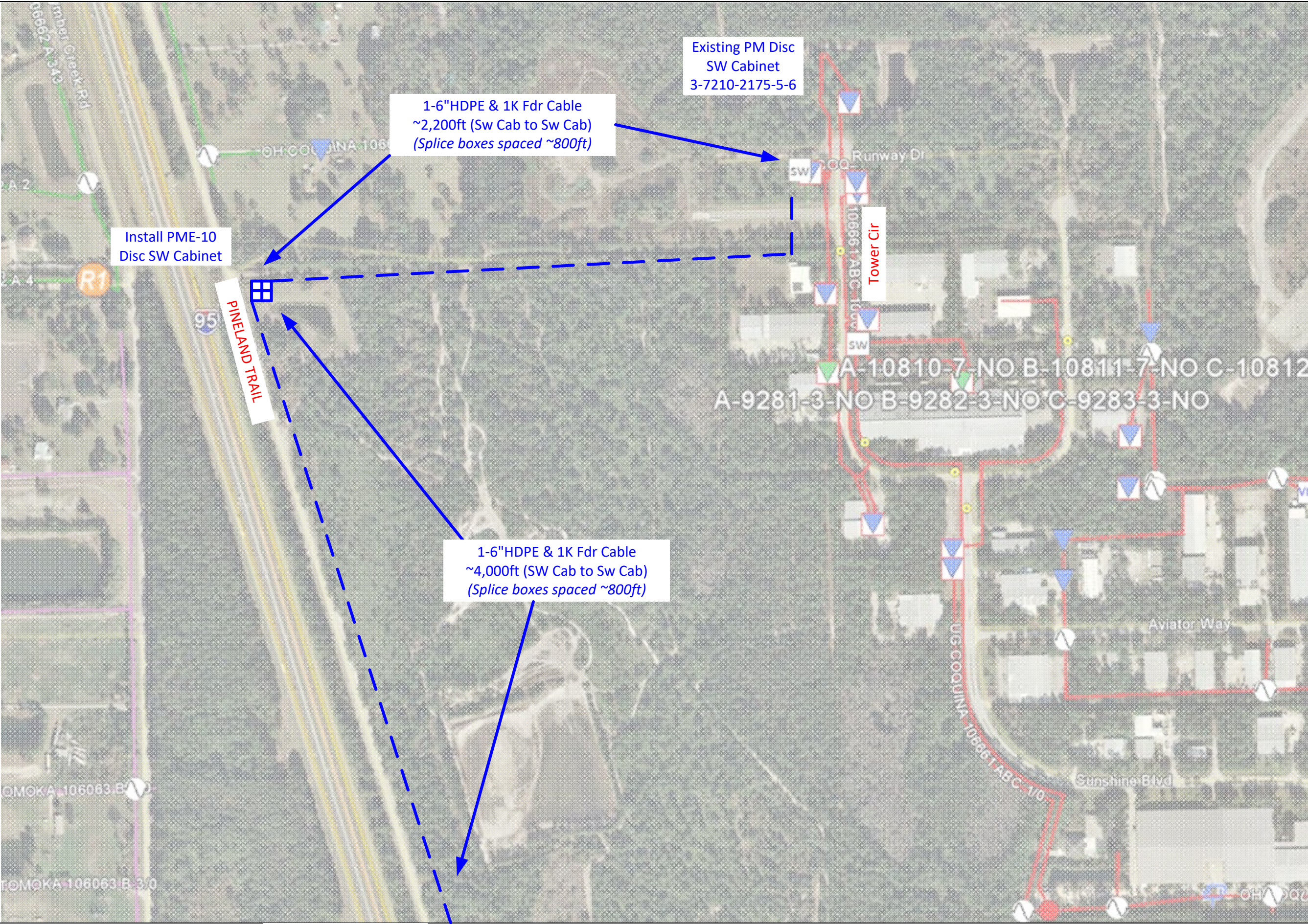
Shawn P. Finley, P.E.
Public Works Director



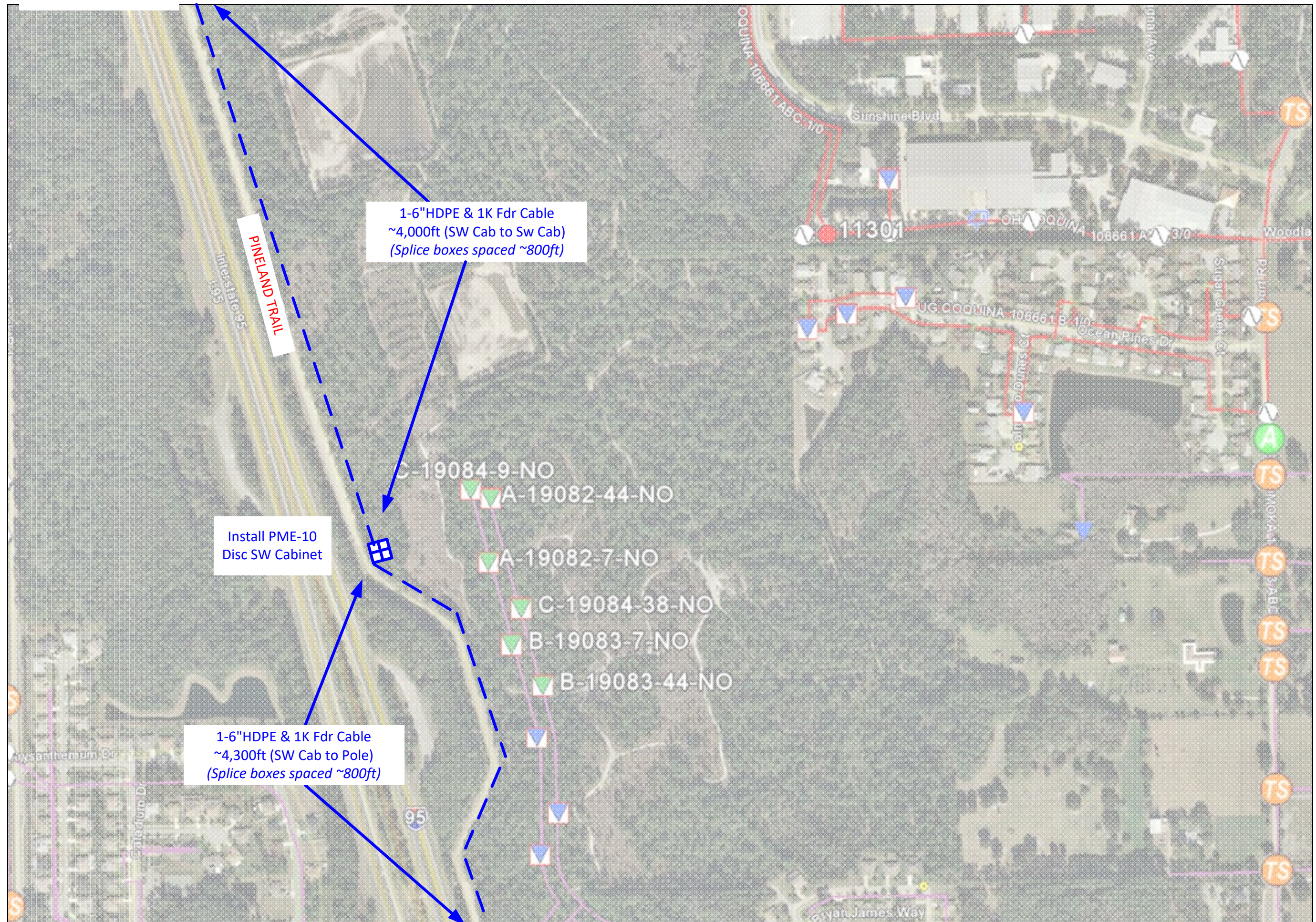
Business Park Drive / Runway Drive Collector Road
Proposed Alignment
Ormond Beach, Florida

NEEL-SCHAFER
SOLUTIONS YOU CAN BUILD UPON

1705 19th Place, Suite G-3 Vero Beach,
Florida 32960 PH: (772) 770-4707
FAX: (772) 770-4640 CA00008556



Continue to Page 2







CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: January 5, 2021

Subject: Invitation to Bid - Brass Fittings

Commission Goal: N/A

Introduction

This is a disposition item notifying the City Commission of staff's intent to utilize the attached documents for purposes of securing bids from interested companies to provide and deliver brass fittings and related materials associated with the installation and repair of potable water services for use by the City's Water Distribution Department. This bid provides for the purchase of materials for the upcoming fiscal year, with an option to renew the awarded bid pricing and conditions for two additional annual periods.

Background

The City's Water Distribution division is responsible for the maintenance and repair of all water mains, valves, fittings and water meters throughout the City. This yearly maintenance requires the Water Distribution Department to procure and purchase a large amount of materials which can be time consuming and delay repairs, as the necessary materials may not be readily stocked by the City.

The City's Water and Wastewater Utilities Division has prepared bid specifications and contract conditions for the desired brass fittings and miscellaneous materials required to adequately perform their work throughout the City.

Discussion

The bid advertisement is scheduled for January 10, 2021, with receipt of bids due on February 10, 2021. Upon receipt of bids, City staff will conduct an evaluation of the bids for determining the lowest and most responsive vendor. Upon staff determination of the lowest responsive bidder, an eventual recommendation for award will be provided to the City Commission.

Budget Impact

The eventual bid award will reflect the vendor provided unit pricing for the desired unit of measure for each of the brass fittings listed. Funding for annual water distribution brass fittings and other materials costs is contained in the Water and Wastewater Operating Fund and is estimated at \$115,000 for fiscal year 2020-21.

Citizen Impact

The public advertisement and eventual award of services to most responsive bidder insures vendors supplying essential products meet the City's qualifications standards and pricing obtained is competitively based.

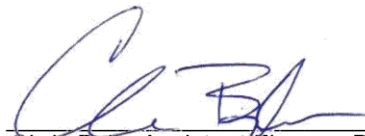
Recommendation

Staff intends to utilize the aforementioned and attached bid documents for advertisement and eventual award for brass fittings and their delivery; unless otherwise directed by the City Commission.

Attachments:

- Brass Fittings Contract Bid 2021-11 (PDF)
- Brass Fittings Pricing Bid 2021-11 (PDF)

REVIEWED BY:


Chris Byle, Assistant Finance Director 12/30/2020

APPROVED BY:


Claire Whitley, Assistant City Manager 12/30/2020



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Brass Fittings

BID NUMBER: 2021-11

BID OPENING DATE & TIME: February 10, 2021 at 2:00 PM

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: January 21, 2021 at 11:00 AM

PRE-BID MEETING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. or S.S. NUMBER: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and

effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to

perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

City of Ormond Beach

BRASS FITTINGS

Bid No. 2021-11

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **one (1) year** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach is requesting bids for new Brass Fittings. Bids must be made on Brass Fittings that can be inspected, accepted and delivered in compliance with the specifications herein.

Purchase orders will be issued for specific quantities on an 'as needed' basis.

No commitments for future purchases for this or any other project are implied and responding Bidders should not infer any such intentions by the City.

It is the City's belief that the product required is adequately described herein. Therefore, any negotiated contract, which may result from this bid, must include the entire effort required of the bidder to provide the product described. Specifically, not additional fees shall be allowed for any additional services performed for any reasons whatsoever, except those directly attributable to the city's errors or omissions.

PRODUCT SPECIFICATION

1. It is the intent of these specifications to describe Brass Fittings and related components. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and conform in strength and quality of material and workmanship to that which is usually provided to the trade in general.
2. Product must meet the minimum specifications detailed on cost proposal form pricing, Attachment "B".
3. No-lead brass products, as designated by "NL", shall contain no more than 0.25% total lead content by weight.
 - a. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act.
 - b. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act as amended by the Reduction of Lead in Drinking Water Act.
4. Unit pricing should be inclusive of delivery charges.
5. All products must be new, of current model under manufacture.

DELIVERY

1. The products must be shipped within thirty (30) days after receipt of order (ARO).
2. Delivery will be FOB destination to 501 N Orchard Street, Ormond Beach, Florida 32174.
3. Inspection and acceptance of products purchased shall be accomplished by the City's designated personnel. Contractor will be responsible for the safe unloading of all material onto the City's site.
4. The product provided under this contract shall remain the property of the seller until a physical inspection is made and thereafter accepted by the City.
5. In the event the product supplied to the City is found to be defective or does not confirm to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Product shall be returned to the seller at seller's expense.

WARRANTY

1. The products will have a minimum twelve (12) month warranty.
2. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11****BID RESPONSE FORM****THIS BID IS SUBMITTED TO:**

(Name and Address of Owner)

Purchasing Coordinator
 City of Ormond Beach
 22 S. Beach Street
 Ormond Beach, Florida 32174
 Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____
 (Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
 (Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

BRASS FITTINGS

Bid No. 2021-11

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Group No:	<u>Description:</u>	<u>Total Price:</u>
1.	Ford Meter Service Material	\$ _____
2.	Domestic Brass Pipe Nipples	\$ _____
3.	Ford Double Strap Service Saddles & Repair Clamps	\$ _____
4.	Mainline Gate Valves – AWWA Standard	\$ _____
5.	TPS One-Bolt Couplings	\$ _____
6.	DFW Meter Boxes	\$ _____
7.	Mechanical Joint Fittings	\$ _____
8.	Endot Endotrace Service Tubing	\$ _____
9.	Fernco Strongback Couplings	\$ _____

TOTAL BID FOR CONTRACT

\$ _____

(Figures)

(Words)

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11****CONFLICT, NON-CONFLICT OF INTEREST STATEMENT**
LITIGATION STATEMENT

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

City of Ormond Beach

BRASS FITTINGS Bid No. 2021-11

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

**Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR
WORKING ON CITY PROJECTS**

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2011-116 (8/16/11)]:

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting there from, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) has been given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

2021-11 Attachment B - Cost Proposal Form Pricing

BRASS FITTINGS

GROUP 1: Ford Meter Service Material

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 5/8"x3/4" Meter Yoke	Y-502	1,000	EA		
2	Ford, 1" Meter Yoke	Y-504	50	EA		
3	Ford, 3/4" Expansion Connection	EC-23-NL	1,000	EA		
4	Ford, 1" Expansion Connection	EC-4-NL	50	EA		
5	Ford, 3/4" Yoke Outlet Piece - FIP	C91-23	300	EA		
6	Ford, 3/4" Yoke Outlet Piece - MIP	C98-23	1,000	EA		
7	Ford, 1" Yoke Outlet Piece - FIP	C91-44	50	EA		
8	Ford, 1" Yoke Outlet Piece - MIP	C98-44	50	EA		
9	Ford, 3/4" Yoke Dual Check Valve	HHS91-323- NL	1,000	EA		
10	Ford, 1" Yoke Dual Check Valve	HHS91-344- NL	50	EA		
11	Ford, 3/4" Yoke Valve, FIP x Yoke Nut	B91-223W-NL	400	EA		
12	Ford, 1" Yoke Valve, FIP x Yoke Nut	B91-344W-NL	50	EA		
13	Ford, 3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-223W-NL	200	EA		
14	Ford, 1"x3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-324W-NL	800	EA		
15	Ford, 1" Yoke Valve, PJ/CTS x Yoke Nut	B94-344W-NL	50	EA		
16	Ford, 3/4" Curb Stop, FIP x FIP	B11-333W-NL	500	EA		
17	Ford, 1" Curb Stop, FIP x FIP	B11-444W-NL	60	EA		
18	Ford, 1 1/2" Curb Stop, FIP x FIP	B11-666W-NL	20	EA		
19	Ford, 2" Curb Stop, FIP x FIP	B11-777W-NL	40	EA		

20	Ford, 2" Curb Stop, MIP x FIP	B81-777W-NL	80	EA		
21	Ford, 3/4" Curb Stop, PJ/CTSx FIP	B41-333W-NL	50	EA		
22	Ford, 1" Curb Stop, PJ/CTSxFIP	B41-444W-NL	200	EA		
23	Ford, 1 1/2" Curb Stop, PJ/CTS x FIP	B41-666W-NL	20	EA		
24	Ford, 1 1/2" Curb Stop, PJ/CTS x Flange	BF43-666W-NL	20	EA		
25	Ford, 2" Curb Stop, PJ/CTSx FIP	B41-777W-NL	25	EA		
26	Ford, 2" Curb Stop, PJ/CTS x Flange	BF43-777W-NL	40	EA		
27	Ford, 1" Corporation Stop, MIP x PJ/CTS	F1100-4-NL	100	EA		
28	Ford, 1"x3/4" Branch Piece, PJ/CTS x MIP	U48-43-7.5-NL	300	EA		
29	Ford, 3/4" Coupling, PJ/CTS x PJ/CTS	C44-33	100	EA		
30	Ford, 3/4"x1" Coupling, PJ/CTS x PJ/CTS	C44-34	50	EA		
31	Ford, 1" Coupling, PJ/CTS x PJ/CTS	C44-44	300	EA		
32	Ford, 1 1/2" Coupling, PJ/CTS x PJ/CTS	C44-66	30	EA		
33	Ford, 2" Coupling, PJ/CTS x PJ/CTS	C44-77	40	EA		
34	Ford, 3/4" Adapter, FIP x PJ/CTS	C14-33	200	EA		
35	Ford, 1" Adapter, FIP x PJ/CTS	C14-44	200	EA		
36	Ford, 1 1/2" Adapter, FIP x PJ/CTS	C14-66	20	EA		
37	Ford, 2" Adapter, FIP x PJ/CTS	C14-77	40	EA		
38	Ford, 3/4" Adapter, MIP x PJ/CTS	C84-33	400	EA		
39	Ford, 3/4"x1" Adapter, MIP x PJ/CTS	C84-34	400	EA		
40	Ford, 1" Adapter, MIP x PJ/CTS	C84-44	200	EA		
41	Ford, 1 1/2" Adapter, MIP x PJ/CTS	C84-66	20	EA		

42	Ford, 2" Adapter, MIP x PJ/CTS	C84-77	40	EA		
43	Ford, 3/4" Adapter, MIP x IPS Compression	C85-33	200	EA		
44	Ford, 3/4"x1" Adapter, MIP x IPS Compression	C85-34	100	EA		
45	Ford, 1" Adapter, MIP x IPS Compression	C85-44	100	EA		
46	Ford, 1 1/2" Adapter, MIP x IPS Compression	C85-66	20	EA		
47	Ford, 2" Adapter, MIP x IPS Compression	C85-77	40	EA		
48	Ford, 3/4" Coupling, PJ/CTS x IPS Compression	C45-33	200	EA		
49	Ford, 1" Coupling, PJ/CTS x IPS Compression	C45-44	100	EA		
50	Ford, 1 1/2" Coupling, PJ/CTS x IPS Compression	C45-66	20	EA		
51	Ford, 2" Coupling, PJ/CTS x IPS Compression	C45-77	40	EA		
GROUP 1 TOTAL						

GROUP 2: Domestic Brass Pipe Nipples

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4"x Close Brass Nipple - Domestic	2012-001	300	EA		
2	3/4" x 2" Brass Nipple - Domestic	2012-200	200	EA		
3	3/4" x 6" Brass Nipple - Domestic	2012-600	100	EA		
4	1" x Close Brass Nipple - Domestic	2016-001	50	EA		
5	1" x 4" Brass Nipple - Domestic	2016-400	50	EA		
6	1"x6" Brass Nipple - Domestic	2016-600	50	EA		
7	2" x Close Brass Nipple - Domestic	2032-001	50	EA		
8	2" x 4" Brass Nipple - Domestic	2032-400	50	EA		

9	2" x 6" Brass Nipple - Domestic	2032-600	50	EA		
GROUP 2 TOTAL						

GROUP 3: Ford Double Strap Service Saddles & Repair Clamps

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 6"x1" IP Double Strap Saddle F/PVC	F202-669-IP4	100	EA		
2	Ford, 6"x1" IP Double Strap Saddle F/CI & AC	F202-760-IP4	200	EA		
3	Ford, 6"x2" IP double Strap Saddle F/CI & AC	F202-760-IP7	50	EA		
4	Ford, 8"x1" IP Double Strap Saddle F/PVC	F202-871-IP4	100	EA		
5	Ford, 8"x1" IP Double Strap Saddle F/CI & AC	F202-979-IP4	200	EA		
6	Ford, 8"x2" IP Double Strap Saddle F/CI & AC	F202-979-IP7	100	EA		
7	Ford, 3/4"x3" Full Wrap Clamp - CTS OD	FSC-088x3R	100	EA		
8	Ford, 3/4"x6" Full Wrap Clamp - CTS OD	FSC-088x6R	100	EA		
9	Ford, 3/4"x3" Full Wrap Clamp - IPS OD	FSC-105x3R	100	EA		
10	Ford, 3/4"x6" Full Wrap Clamp - IPS OD	FSC-105x6R	100	EA		
11	Ford, 1"x3" Full Wrap Clamp - CTS OD	FSC-113x3R	100	EA		
12	Ford, 1"x6" Full Wrap Clamp - CTS OD	FSC-113x6R	100	EA		
13	Ford, 1"x3" Full Wrap Clamp - IPS OD	FSC-132x3R	100	EA		
14	Ford, 1"x6" Full Wrap Clamp - IPS OD	FSC-132x6R	100	EA		
15	Ford, 1 1/2"x3" Full Wrap Clamp - CTS OD	FSC-163x3R	25	EA		
16	Ford, 1 1/2"x6" Full Wrap Clamp - CTS OD	FSC-163x6R	25	EA		
17	Ford, 1 1/2"x3" Full Wrap Clamp - IPS OD	FSC-190x3R	25	EA		

18	Ford, 1 1/2"x6" Full Wrap Clamp - IPS OD	FSC-190x6R	25	EA		
19	Ford, 2"x3" Full Wrap Clamp - CTS OD	FSC-213x3R	50	EA		
20	Ford, 2"x6" Full Wrap Clamp - CTS OD	FSC-213x6R	50	EA		
21	Ford, 2"x3" Full Wrap Clamp - IPS OD	FSC-238x3R	50	EA		
22	Ford, 2"x6" Full Wrap Clamp - IPS OD	FSC-238x6R	50	EA		
23	Ford, 2"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-263x7.5	25	EA		
24	Ford, 2"x15" Full Circle Repair Clamp - PVC OD	F1-263x15	25	EA		
25	Ford, 3"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-370x7.5	10	EA		
26	Ford, 3"x15" Full Circle Repair Clamp - PVC OD	F1-370x15	10	EA		
27	Ford, 4"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-473x7.5	8	EA		
28	Ford, 4"x15" Full Circle Repair Clamp - PVC OD	F1-473x15	8	EA		
29	Ford, 4"x7 1/2" Full Circle Repair Clamp - CI & AC OD	F1-514x7.5	8	EA		
30	Ford, 4"x15" Full Circle Repair Clamp - CI & AC OD	F1-514x15	8	EA		
31	Ford, 6"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-696x7.5	12	EA		
32	Ford, 6"x15" Full Circle Repair Clamp - PVC OD	F1-696x15	12	EA		
33	Ford, 6"x7 1/2" Full Circle Repair Clamp - CI OD	F1-724x7.5	12	EA		
34	Ford, 6"x15" Full Circle Repair Clamp - CI OD	F1-724x15	12	EA		
35	Ford, 6"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-745x7.5	12	EA		
36	Ford, 6"x15" Full Circle Repair Clamp - RB AC OD	F1-745x15	12	EA		
37	Ford, 8"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-894x7.5	10	EA		
38	Ford, 8"x15" Full Circle Repair Clamp - PVC OD	F1-894x15	10	EA		

39	Ford, 8"x7 1/2" Full Circle Repair Clamp - CI OD	F1-939x7.5	10	EA		
40	Ford, 8"x15" Full Circle Repair Clamp - CI OD	F1-939x15	10	EA		
41	Ford, 8"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-967x7.5	10	EA		
42	Ford, 8"x15" Full Circle Repair Clamp - RB AC OD	F1-967x15	10	EA		
43	Ford, 10"x15" Full Circle Repair Clamp - Class PVC OD	F1-1104x15	4	EA		
44	Ford, 10"x15" Full Circle Repair Clamp - CI OD	F1-1144x15	4	EA		
45	Ford, 12"x15" Full Circle Repair Clamp - Class PVC OD	F1-1302x15	3	EA		
46	Ford, 12"x15" Full Circle Repair Clamp - CI OD	F1-1350x15	3	EA		
47	Ford, 14"x20" Full Circle Repair Clamp - CI OD	F2-1582x20	1	EA		
48	Ford, 16"x20" Full Circle Repair Clamp - CI OD	F2-1790x20	1	EA		
49	Ford, 20"x20" Full Circle Repair Clamp - CI OD	F2-2227x20	1	EA		
50	Ford, 24"x20" Full circle Repair Clamp - CI OD	F3-2680x20	1	EA		
GROUP 3 TOTAL						

GROUP 4: Mainline Gate Valves - AWWA Standard

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
2	4" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
3	6" Resilient Wedge Gate Valves with Mechanical Joint End		15	EA		
4	8" Resilient Wedge Gate Valves with Mechanical Joint End		10	EA		

5	10" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
6	12" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
7	16" Resilient Wedge Gate Valves with Mechanical Joint End		2	EA		
8	24" Resilient Wedge Gate Valves with Mechanical Joint End		1	EA		
GROUP 4 TOTAL						

GROUP 5: TPS One-Bolt Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0561-0000-000	40	EA		
2	6" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0765-0000-000	30	EA		
3	8" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0984-0000-000	20	EA		
GROUP 5 TOTAL						

GROUP 6: DFW Meter Boxes

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	DFW, D1300 Extra Duty Single Meter Box Complete W/CI Reader Lid	DFW1300-12-1C	1,000	EA		
2	DFW, D1200 Single Lid Only W/CI Reader Lid	DFW1200-1C-LID	800	EA		
3	DFW, D1600 Extra Duty Dual Meter Box Complete W/CI Reader Lid	DFW1600-12-1C	500	EA		
4	DFW, D1500 Dual Lid Only W/CI Reader Lid	DFW1500-1C-LID	600	EA		

5	DFW, #36F Heavy Duty Single Meter Box Complete W/CI Reader Lid	DFW36F-12-1C	100	EA		
6	DFW, #36F Heavy Duty Single Lid Only W/CI Reader Lid	DFW36C-1C-LID	200	EA		
7	DFW, #37F Heavy Duty 1" Meter Box Complete W/CI Reader Lid	DFW37F-12-1C	100	EA		
8	DFW, #37F Heavy Duty 1" Lid Only W/CI Reader Lid	DFW37C-1C-LID	100	EA		
9	DFW, #39F Heavy Duty Dual MeterBox Complete W/CI Reader Lid	DFW39F-12-1C	100	EA		
10	DFW, #39F Heavy Duty Dual Lid Only W/CI Reader Lid	DFW39F-1C-LID	120	EA		
11	DFW, #1730 Heavy Duty 2" Meter Box Complete W/CI Reader Lid	DFW1730F-12-1C	20	EA		
12	DFW, #1730 Heavy Duty 2" Lid Only W/CI Reader Lid	DFW1730F-1C-LID	20	EA		
13	DFW,D1300 Black Box W/ solid green lid marked "SEWER"	DFW1300-12-2 SEWER	300	EA		
14	DFW,D1300 Purple Box W/ Solid Purple Lid Marked "RECLAIMED"	DFW1300D5-12-5	500	EA		
15	DFW, 10" Round Plastic Valve Box W/Green Lid Marked "SEWER"	DFW1100-10-2 SEWER	300	EA		
16	DFW, 10"Round Plastic Valve Box W/Purple Lid Marked "RECLAIMED"	DFW100D5-10-5	300	EA		
GROUP 6 TOTAL						

GROUP 7: Mechanical Joint Fittings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	6" CI MJ 90 Degree Bend		10	EA		
2	6" CI MJ 45 Degree Bend		30	EA		
3	6" CI MJ Coupling		5	EA		
4	8" CI MJ 90 Degree Bend		10	EA		

5	8" CI MJ 45 Degree Bend		20	EA		
6	8" CI MJ Coupling		5	EA		
7	10" CI MJ 90 Degree Bend		8	EA		
8	10" CI MJ 45 Degree Bend		10	EA		
9	10" CI MJ Coupling		4	EA		
10	12" CI MJ 90 Degree Bend		4	EA		
11	12" CI Mj 45 Degree Bend		8	EA		
12	12" CI Mj Coupling		2	EA		
13	6" MJ Retaining Gland- DI		150	EA		
14	6" MJ Retaining Gland- PVC		150	EA		
15	8" MJ Retaining Gland- DI		150	EA		
16	8" MJ Retaining Gland- PVC		150	EA		
GROUP 7 TOTAL						

GROUP 8: Endot Endotrace Service Tubing

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4" Endot Endotrace Tubing- Blue		1000	LF		
2	1" Endot Endotrace Tubing- Blue		3000	LF		
3	1 1/2" Endot Endotrace Tubing- Blue		500	LF		
4	2" Endot Endotrace Tubing- Blue		1000	LF		
5	3/4" Endot Endotrace Tubing- Purple		1000	LF		
6	1" Endot Endotrace Tubing- Purple		3000	LF		
7	1 1/2" Endot Endotrace Tubing- Purple		500	LF		
8	2" Endot Endotrace Tubing- Purple		1000	LF		
GROUP 8 TOTAL						

GROUP 9: Fernco Strongback Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" Fernco Strong Back RC Couplings- Clay to Clay	1001-44RC	15	EA		

2	4" Fernco Strong Back RC couplings- Clay to CI/PL	1002-44RC	75	EA		
3	4" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1156-44RC	50	EA		
4	4" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-44RC	15	EA		
5	6" Fernco Strong Back RC Couplings- Clay to Clay	1001-66 RC	10	EA		
6	6" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1055-66RC	10	EA		
7	6" Fernco Strong Back RC Couplings- AC/DI to CI/PL	1051-66RC	15	EA		
8	6" Fernco Strong Back RC couplings- Clay to CI/PL	1002-66RC	75	EA		
9	6" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1056-66RC	50	EA		
10	8" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-88RC	15	EA		
11	8" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1051-88RC	30	EA		
12	8" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-88RC	30	EA		
13	10" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-1010RC	10	EA		
14	10" Fernco Strong Back RC Coupling- CI/PL to 8"CI/PL	1056-10-8RC	10	EA		
15	10" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1010RC	20	EA		
16	12" Fernco Strong Back RC Coupling- Clay to Clay	1001-1212RC	10	EA		
17	12" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1212Rc	10	EA		
18	12" Fernco Strong Back RC Coupling- Clay to AC/DI	1003-1212RC	10	EA		
19	12" Fernco Strong Back RC Coupling- DI/AC to CI/PL	1051-1210RC	10	EA		
20	12" Fernco Strong Back RC Coupling- DI to DI	1055-1212RC	10	EA		
GROUP 9 TOTAL						



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: January 5, 2021

Subject: 36 North Tymber Creek Road, land use amendment

Commission Goal: Community Development - Other

Introduction

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 6.40± acre property at 36 North Tymber Creek Road from the existing land use designations of Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR) as the result of annexation.

Background

The property at 36 North Tymber Creek was annexed on May 26, 2020, with Ordinance No. 2020-17. The Ordinance also annexed the abutting Volusia County stormwater pond and portions of the Tymber Creek right-of-way. The total acreage of the property is 6.4 acres with the Volusia County land uses of “Environmental System Corridor” (ESC) and “Urban Low Intensity” (ULI) each being approximately 3.2 acres.

There has been a concept plan submitted that includes 36 North Tymber Creek and the abutting property to the south, Volusia County parcel number 4125-00-0230, for a multi-family development. The concept plan shows a future commercial area on approximately one-third of the land area abutting West Granada Boulevard. The future development of 36 North Tymber Creek and Volusia County parcel number 4125-00-0230 shall require a zoning map amendment to Planned Business Development with a neighborhood meeting, Planning Board review, and City Commission action.

Discussion

The 6.4± acre parcel has two (2) Volusia County land uses, “Environmental System Corridor” (ESC) and “Urban Low Intensity” (ULI). The goal of this application is to provide two comparable city land uses.

For the “Environmental System Corridor” (ESC) land use, the city land use selected was “Open Space/Conservation” (OS/C). The portion of the land within the “Environmental System Corridor” has preservation policies and buffer requirements that would prevent any potential development scenarios. Policy 5.4.6. of the Conservation Element of the Comprehensive Plan states,

“A minimum shoreline requirement shall be applied for all new development to protect wildlife and marine life habitat areas and the adjacent surface water quality. The minimum shoreline setbacks shall be as follows:

- a. Tomoka River and the Little Tomoka River: A minimum of 120 feet from the mean high-water mark or 50 feet from the upland/wetland interface line, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten feet (10') above the mean high-water mark exists along the river.”*

Based upon Policy 5.4.6. of the Conservation Element of the Comprehensive Plan, the land use shall not allow any residential or building square footage.

For the “Urban Low Intensity” (ULI) land use, several land use categories were reviewed and the “Residential, Office, Retail” (ROR) was selected based on the residential density and floor area ratio allowed. Below are the land use categories considered:

<i>Land Use</i>	<i>Density (units per acre)</i>	<i>Floor Area Ratio</i>
General Commercial (GC)	32	0.7
Residential, Office, Retail (ROR)	15	0.5 (office) and 0.2 retail
Low Intensity Commercial (LIC)	10	0.6

The “General Commercial” land use exists to the south of the property and the density and floor area ratio are greater than the existing Volusia County “Urban Low Intensity” land use. The city “Low Intensity Commercial” land use was also considered, but has a higher floor area ratio that would allow a larger theoretical building size and increase infrastructure impacts. The “Residential, Office, Retail” city land use has the same floor area ratio as the existing Volusia County land use. While the residential units are higher with the “Residential, Office, Retail” land use, the other land use categories would create additional theoretical infrastructure impacts based upon higher floor area ratio.

Planning Board meeting

This application was heard by the Planning Board on June 11, 2020 and unanimously recommended for approval. There were two speakers at the Planning Board that discussed the following:

- Traffic congestion at Tymber Creek Road and West Granada Boulevard
- Concern about the proposed zoning use of apartments. Apartments are not an appropriate use
- Comments that every piece of land should not be developed

Additional e-mail correspondence was provided to city staff that has been included in the City Commission packet. The applicant stated that they have not submitted the zoning application and that these are good questions that would need to be worked through with the subsequent Planned Development application, including the neighborhood meeting. Planning Board members asked the applicant to coordinate with the speakers and other interested citizens. One board member stated that the action in this application was administrative and needed based on annexation, but there were concerns with the zoning application that proposes apartments west of I-95.

Budget Impact

There are no budget impacts as the result of this request.

Citizen Impact

Concerns have been raised both at the Planning Board and via e-mail regarding the potential future zoning map amendment that seeks to allow multi-family development. The current application being considered in this agenda item does not approve any development activity and establishes the land use consistent with the existing Volusia County land uses.

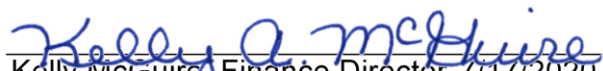
Recommendation

It is recommended that the City Commission **APPROVE** the amendment to the Future Land Use Map (FLUM) for a 6.40± acre property at 36 North Tymber Creek Road from the existing land use designations of Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR), as the result of annexation.

Attachments:

- 20-56 36 N Tymber Creek FLUM (P20-0104G) (PDF)
- Exhibit A, legal description (PDF)
- Exhibit B, 36_Tymber_Creek_PROPOSED_FLU (PDF)
- 06.11.2020, 36 North Tymber Creek Road, Comprehensive Plan Amendment, PB Report (PDF)
- 20-06-17-002-A_Tymber Creek Apartments_Ormond Beach_Adequate Capacity Package (PDF)
- DRAFT, Planning Board minutes, 36 N. Tymber Creek Road (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/17/2020


Claire Whitley, Assistant City Manager 12/7/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/10/2020

ORDINANCE NO. 2020-56

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 6.40± ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4125-00-00-0221 FROM VOLUSIA COUNTY “ENVIRONMENTAL SYSTEM CORRIDOR” (ESC) AND “URBAN LOW INTENSITY” (ULI) TO ORMOND BEACH “OPEN SPACE/CONSERVATION” (OSC) AND “RESIDENTIAL, OFFICE, RETAIL” (ROR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission has heretofore by Ordinance No. 90-36, as subsequently amended, duly adopted a *Comprehensive Plan* in compliance with the provisions of Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, as the result of annexation into the City, City staff has requested that a *Comprehensive Plan’s* Future Land Use Map designation of one (1) parcel of real property totaling 6.40± acres located at 36 North Tymber Creek Road (Volusia County parcel number: 4125-00-00-0221), which parcel is legally described and depicted in Exhibit “A” which Exhibit is attached hereto and incorporated herein by reference, be changed from Volusia County “Environmental System Corridor” (ESC) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Open Space/Conservation” (OS/C) and Ormond Beach “Residential, Office, Retail” (ROR) as depicted on Exhibit “B” attached hereto and incorporated herein by reference (the “Amendment”), and

WHEREAS, the requested *Comprehensive Plan* amendment involves a use of ten (10) acres or less, and

WHEREAS, the requested *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the requested *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the local planning agency, being the Planning Board, duly held a public hearing, with due public notice, on the requested *Comprehensive Plan* amendment, and has recommended approval thereof, and

WHEREAS, the City Commission has duly conducted an adoption public hearing on the requested *Comprehensive Plan* amendment, as described in §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the requested *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed amendment to the City of Ormond Beach *Comprehensive Plan* shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of one (1) parcel of real property totaling 6.40± acres located at 36 North Tymber Creek Road (Volusia County parcel number: 4125-00-00-0221), which parcel is legally described and depicted in Exhibit “A” which Exhibit is attached hereto and incorporated herein by reference, be changed from Volusia County “Environmental System Corridor” (ESC) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Open Space/Conservation” (OS/C) and Ormond Beach “Residential, Office, Retail” (ROR), as described and depicted in said Exhibits.

SECTION THREE. The Planning Director is hereby authorized and directed to transmit copies of the notice and of this adopted *Comprehensive Plan* amendment to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, within ten (10) working days of the adoption of this Ordinance, and shall also transmit copies to any other person or entity requesting a copy.

SECTION FOUR. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance

(February 5, 2021); provided, however, that if challenged within 30 days after adoption (February 4, 2021), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 15th day of December, 2020.

PASSED UPON at the second and final reading of the City Commission, this 5th day of January, 2021.

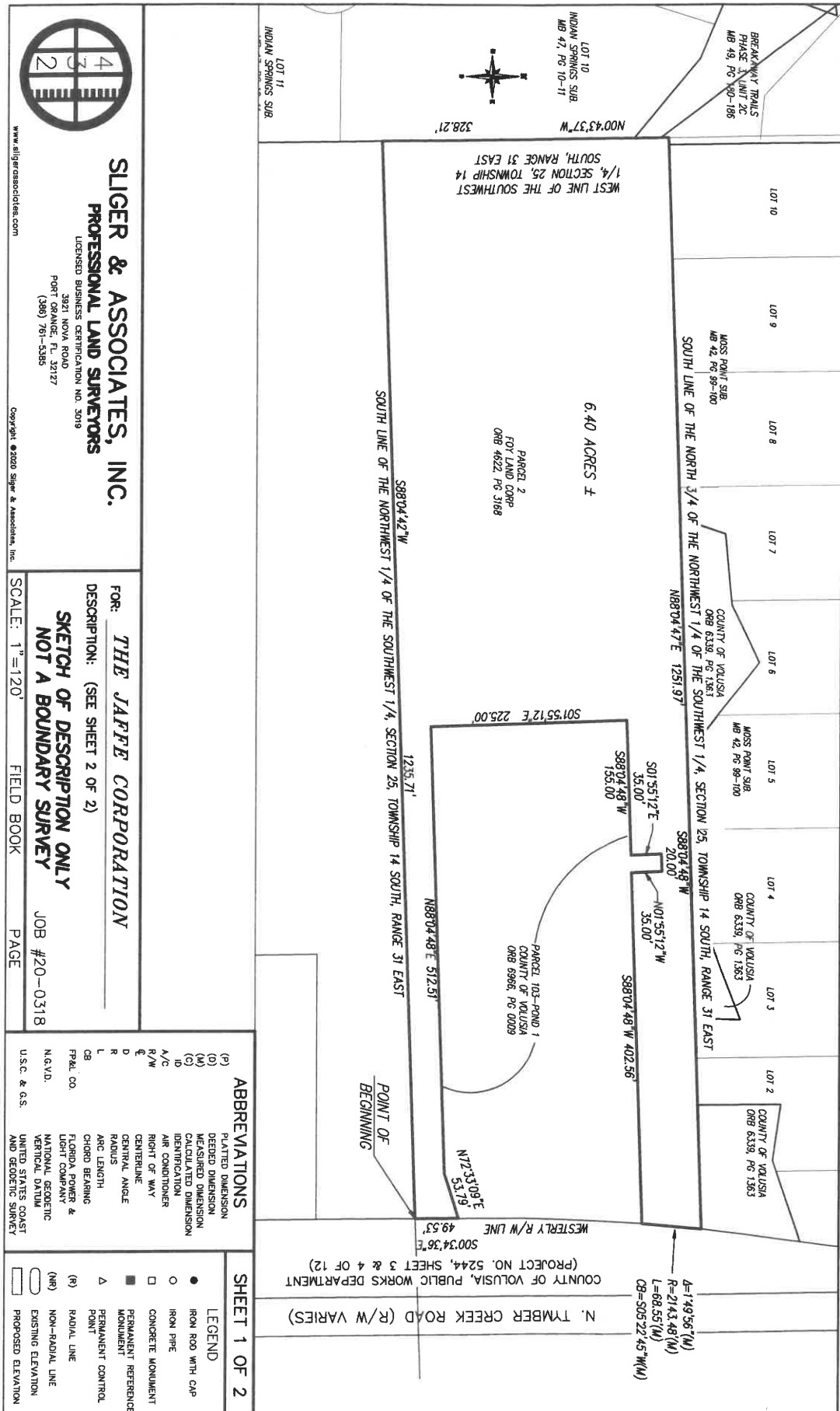
BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

EXHIBIT "A"

Page 1 of 2





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
 2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 3. BEARING STRUCTURE BASED ON STATE PLANE GRID, NAD 83, FL EAST ZONE WITH THE BEARING OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST BEING S88°04'42"W.
 4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
 5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
 6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC.
- NOTE:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE:

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	THE JAFFE CORPORATION	3/25/2020	20-0318
	THE COUNTY OF VOLUSIA		
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N.TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN S88°04'42"W ALONG SAID SOUTH LINE, 1235.71 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 328.21 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N.TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N.TYMBER CREEK ROAD; THENCE S00°34'36"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 49.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 6.40 ACRES, MORE OR LESS.

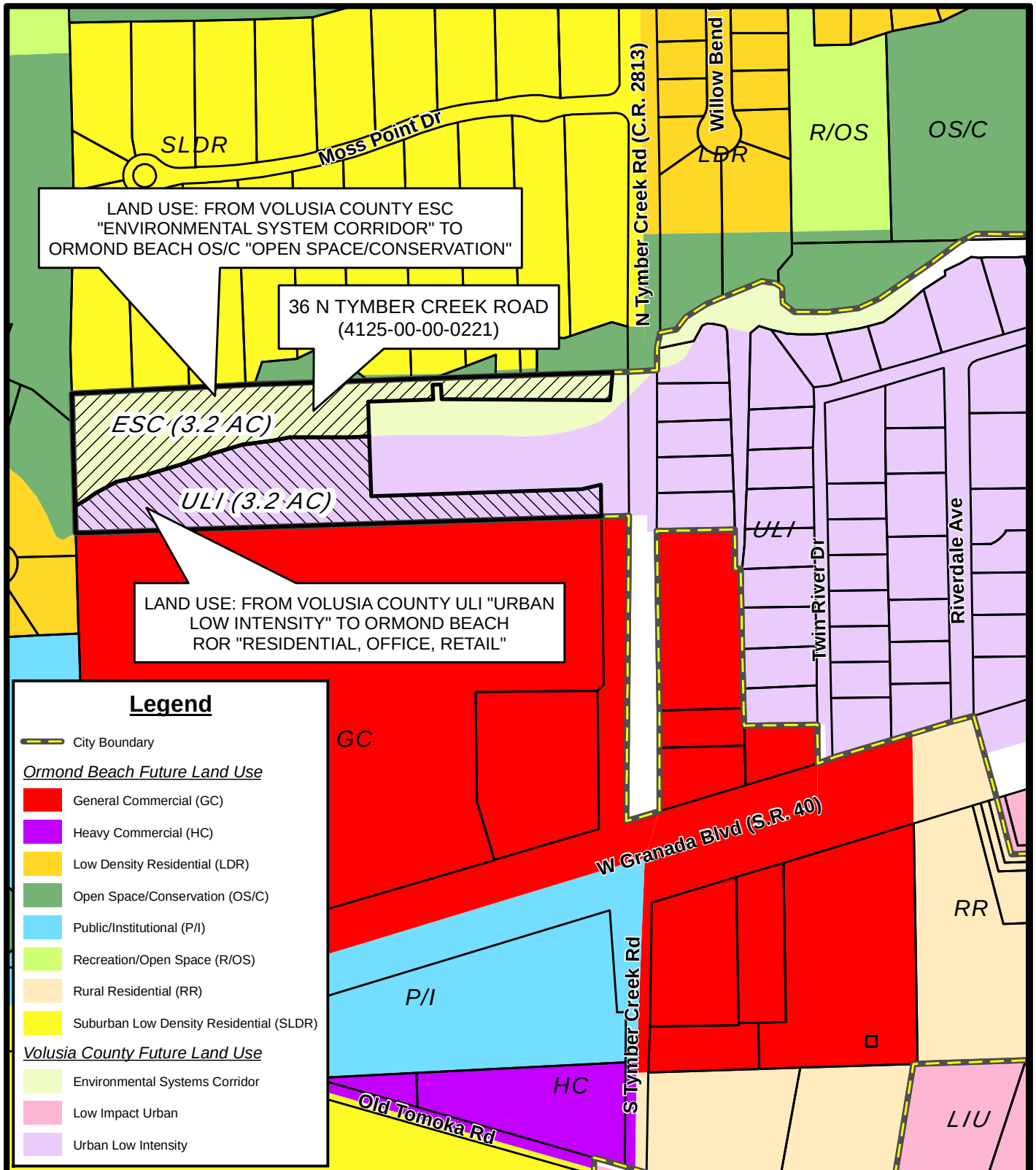
SHEET 2 OF 2

FOR **THE JAFFE CORPORATION**

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	3/25/2020	20-0318		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

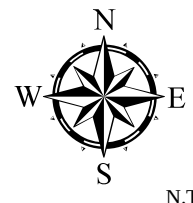
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



**36 NORTH TYMBER CREEK ROAD
(4125-00-00-0221)
PROPOSED FUTURE LAND USE MAP**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 14, 2020



STAFF REPORT

City of Ormond Beach Department of Planning

DATE: June 1, 2020

SUBJECT: 36 North Tymber Creek Road, Small Scale Comprehensive Plan Amendment

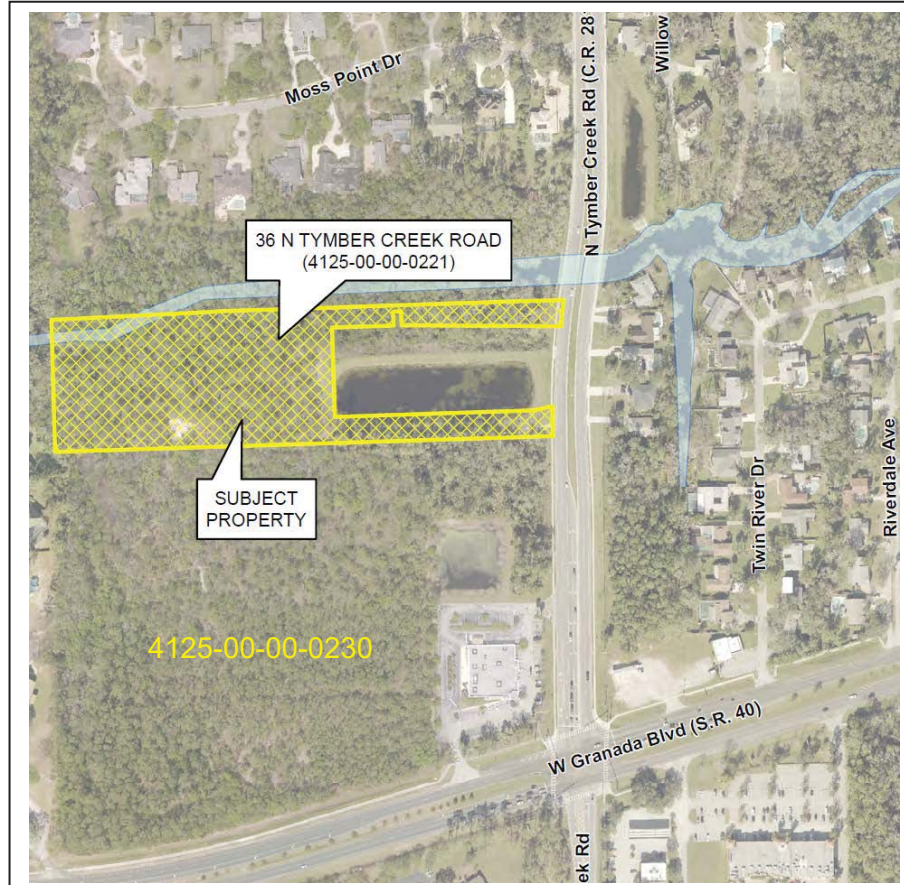
APPLICANT: Administrative

NUMBER: CPA 2020-049

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative request for a Small Scale Comprehensive Plan Land Use Map amendment for a 6.40± acre property at 36 North Tymber Creek Road from the existing land use designations of Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR) as the result of annexation. The property is shown in Exhibit 1 below:

EXHIBIT 1: 36 North Tymber Creek Road:



BACKGROUND: The property at 36 North Tymber Creek was annexed on May 26, 2020 with Ordinance 2020-17. The Ordinance also annexed the abutting Volusia County stormwater pond and portions of the Tymber Creek right-of-way. The total acreage of the property is 6.4 acres with the Volusia County land uses of “Environmental System Corridor” (ESC) and “Urban Low Intensity” (ULI) each being approximately 3.2 acres.

There has been a concept plan submitted that includes 36 North Tymber Creek and the abutting property to the south, Volusia County parcel number 4125-00-0230, for a multi-family development. The concept plan shows a future commercial area on the approximately one-third of the land area abutting West Granada Boulevard. The future development of 36 North Tymber Creek and Volusia County parcel number 4125-00-0230 shall require a zoning map amendment to Planned Business Development with a neighborhood meeting, Planning Board review, and City Commission action.

ANALYSIS:

The proposed land use amendment is an administrative change to the land use designation of the subject property from unincorporated Volusia County to the City of Ormond Beach on the future land use map based upon annexation. Policy 2.5.2. of the Future Land Use Element of the City’s Comprehensive Plan provides the review criteria for land use map amendments. The policy states:

POLICY 2.5.2. The following criteria shall be used in reviewing Comprehensive Plan amendments:

1. Consistency with the Goals, Objectives, and Policies of this Plan.
2. Consistency with state requirements, including 9J-5 and Florida Statutes requirements.
3. If the amendment is a map amendment, is the proposed change an appropriate use of land.
4. If the amendment is a map amendment, the impacts on the Level of Service of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities.
5. If the amendment is a map amendment, impacts to surrounding jurisdictions.

Below is the analysis of the criteria of Policy 2.5.2.:

1. Consistency with the Goals, Objectives, and Policies of this Plan:

The application is for a Small Scale Comprehensive Plan Land Use Map amendment for a 6.40± acre property located at 36 North Tymber Creek Road from the existing land use designation of Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR) as the result of annexation.

CURRENT LAND USE

The current land use of the subject property is Volusia County “Environmental System Corridor” (ESC) and “Urban Low Intensity” (ULI), and the Volusia County Comprehensive plan states the following for this land use category:

“Environmental System Corridor (ESC) - This designation consists of important ecological corridors comprised of environmentally sensitive and ecologically significant lands. Land use activities occurring within these corridors shall not degrade these natural functions and connections. The intention is to provide protected, natural pathways which connect to other protected areas such as parks, conservation lands and water bodies. This inter-connection helps maintain the ecological integrity and ecodiversity of the County's vast natural resources.

ESC's shall include significant interconnected natural systems of environmentally sensitive lands, connecting to and including conservation areas where possible. The ESC's are not intended to include pre-existing improved, cultivated, or developed lands unless such lands contain unique or exceptional ecological value. Conservation and silviculture, utilizing Best Management Practices (BMP's), will be the preferred use, however, other compatible passive agricultural activities may also be permitted such as unimproved pasture. The primary consideration of compatible agriculture should be potential adverse impacts to the short and long term ecological stability of the system, as well as adjacent lands and waterways.

The Environmental System Corridor configuration displayed on the Future Land Use Map is intended to show a generalized location for the corridor. The actual boundaries will be established based upon site specific information and features.

- (1) The maximum residential density shall not exceed one (1) dwelling unit per twenty-five (25) acres.
- (2) The maximum Floor Area Ratio shall not exceed ten percent (0.10 FAR).”

“Urban Low Intensity (ULI) – Areas for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue. The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the

allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter ($\frac{1}{4}$) mile of another jurisdiction shall require notification to that jurisdiction.”

Based on the land use description for the Volusia County “Environmental System Corridor” (ESC) and “Urban Low Intensity”, the following would be the maximum development scenario. Please note, that this is the maximum theoretical density and intensity and is likely not achievable based on land development regulations.

Below is the current land use maximum development scenario:

EXHIBIT 2: Maximum development scenario, existing land uses:

Total Area (acres):	6.4
Total Square Feet:	278,784

“Environmental System Corridor” (ESC) – 3.2 acres	
Maximum Residential Density (1 unit per 25 acres)	0
Maximum Square Footage allowed (0.10 FAR)	0

“Urban Low Intensity” (ULI) – 3.2 acres	
Maximum Residential Density (4 units per acre)	13
Maximum Square Footage allowed (0.50 FAR)	69,696

Total entitlements	
Maximum Residential Density	13
Maximum Square Footage allowed	69,696

PROPOSED LAND USE

The application proposes to designate the two (2) Volusia County land uses to the following Ormond Beach land uses:

“Open Space/Conservation” (OS/C):

Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which

consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts. Density: Not permitted. Maximum FAR: 0.5

The portion of the land within the “Environmental System Corridor” has preservation policies and buffer requirements that would prevent any potential development scenarios. Policy 5.4.6. of the Conservation Element of the Comprehensive Plan states,

“A minimum shoreline requirement shall be applied for all new development to protect wildlife and marine life habitat areas and the adjacent surface water quality. The minimum shoreline setbacks shall be as follows:

a. Tomoka River and the Little Tomoka River: A minimum of 120 feet from the mean high-water mark or 50 feet from the upland/wetland interface line, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten feet (10') above the mean high-water mark exists along the river.”

Based upon Policy 5.4.6. of the Conservation Element of the Comprehensive Plan the land use shall not allow any residential or building square footage.

The second Ormond Beach land use category is:

“Residential, Office, Retail” (ROR):

“Purpose: A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 15 units per acre.

Maximum FAR: Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.”

The permitted maximum theoretical land use entitlements would be as follows:

EXHIBIT 3: Maximum development scenario, proposed land uses:

Total Area (acres):	6.4
Total Square Feet:	278,784

“Open Space/Conservation” (OS/C) – 3.2 acres	
Maximum Residential Density	0
Maximum Square Footage allowed See Policy 5.4.6. of the Conservation Element of the Comprehensive Plan	0
“Residential, Office, Retail” (ROR) – 3.2 acres	
Maximum Residential Density (15 units per acre)	48
Maximum Square Footage allowed (0.50 FAR)	69,696

Total entitlements	
Maximum Residential Density	48
Maximum Square Footage allowed	69,696

The proposed Ormond Beach land use would increase the residential units by 35 residential units from 13 units to 48 units. The non-residential uses permitted would remain the same based on a similar Floor Area Ratio of the Volusia County “Urban Low Intensity” and Ormond Beach “Residential, Office, Retail” land uses. The “Urban Low Intensity” allows four (4) units per acre and the proposed “Residential, Office, Retail” land use category allows 48 units. Prior to adoption of the land use amendment, the increase in residential density would need a review of school concurrency from Volusia County schools.

Below are specific Goals, Objectives, and Policies that are applicable to this application:

Goal 1 of the Future Land Use Element currently states,

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA

WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SR A1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

POLICY 1.1.6. Future Land Use Element	POLICY 1.1.6. Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.
Objective 1.2 Future Land Use Element	Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.
POLICY 1.2.6. Future Land Use Element	New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.
POLICY 2.1.14. Future Land Use Element	The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.
POLICY 5.1.1. Future Land Use Element	Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for new intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.
GOAL 1. LAND USE Transportation Element	PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.
POLICY 1.5.2. Transportation Element	Development and redevelopment within designated TCEAs is exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

Planning staff concludes that the amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes:

COMPREHENSIVE PLAN

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 10 acres or fewer and:

The subject property is 6.40 acres (less than 10 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

d. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

The site location is not located within an area of state critical concern, and this criterion does not apply.

The application meets the processing standards of the City's Comprehensive Plan and the Florida Statute.

3. Whether the land use is an appropriate use of the land:

Adjacent land uses and zoning are as follows:

EXHIBIT 4: Adjacent land uses and zoning:

	Current Land Uses	Land Use Designation	Zoning
North	Conservation areas and single-family homes (Moss Point)	"Open Space/Conservation" "Suburban Low Density Residential"	SR (Suburban Residential)
South	Vacant commercial land	"General Commercial"	B-8 (Commercial)
East	Volusia County Single-family homes across Tymber Creek Road	"Urban Low Intensity"	Volusia County R-4 (Urban Single Family Residential)
West	Conservation areas and single-family homes (Indian Springs)	"Open Space/Conservation" "Low Density Residential"	R-3 (Single-Family)

The property has a split land use of Volusia County "Environmental System Corridor" (ESC) and "Urban Low Intensity". The "Environmental System Corridor" acknowledges the environmental nature of the land area. The "Urban Low Intensity" is a unique land use that allows residential and commercial development. The proposed city land uses seek to mirror the Volusia County land uses. The proposed "Open Space/Conservation" will maintain the environmental preservation of the 3.2 acres. In addition, Policy 5.4.6. of the Conservation Element of the Comprehensive Plan the land use shall not allow any residential or building square footage of the "Open Space/Conservation" land use area. The "Residential, Office, Retail" land use is the most appropriate city land use based on the density allowed and the Floor Area Ratio. Other commercial land uses such as the "General Commercial" and "Low Intensity Commercial" would increase the Floor Area Ratio from the existing 0.5 allowed under the Urban Low Intensity".

4. Whether there is adequate infrastructure to serve the proposed land use:

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. This analysis is based on a lot area of 6.40 acres.

EXHIBIT 5: Infrastructure analysis:

Existing Land Use	Acreage	Maximum Density	Maximum Square Footage
Existing ESC	3.2	0	0
Existing ULI	3.2	13	69,696
Total	6.4	13	69,696

Proposed Land Use	Acreage	Maximum Density	Maximum Square Footage
Proposed OS/C	3.2	0	0
Proposed ROR	3.2	48	69,696
Total	6.4	48	69,696

Differences in land uses	0	+35	0
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Water and Sewer: The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 Million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 6.06 MGD. When the proposed projects for the City's service area are added to the existing demand, the total is 7.82 MGD. There is a remaining capacity of 4.18 MGD if all approved projects are built out. The existing wastewater treatment plant is currently permitted for a rated capacity of 8 MGD for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.59 MGD. The most recent annual period average daily treated effluent flow to reuse customers is (4.48 +/-) MGD. Approved development projects proposed for wastewater treatment added with current wastewater plant flow is estimated at 6.11 MGD at build out. The plant capacity remaining is 1.89 MGD if all approved projects are built out. The proposed water and sewer impacts would be as follows:

EXHIBIT 6: Water and sewer impacts analysis:

Current	Maximum Square Footage Allowed	Maximum Water Usage ⁽¹⁾	Maximum Sewer Usage ⁽²⁾
Existing ESC	0	0	0
Existing ULI	69,696	10,454	10,454
Totals:	69,696	10,454	10,454

Proposed	Maximum Square Footage Allowed	Maximum Water Usage ⁽¹⁾	Maximum Sewer Usage ⁽²⁾
Proposed OS/C	0	0	0
Proposed ROR	69,696	10,454	10,454
Totals:	69,696	10,454	10,454

Net reduction	0	0	0
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Notes: (1) & (2) Commercial flow estimates per 150 gallons per day per 1,000 square feet

The existing land use of “Environmental System Corridor” and proposed land use of “Open Space/Conservation” land uses are not expected to generate utility impacts. The maximum water and sewer impacts would remain the same in the maximum theoretical analysis.

Traffic:

Below is a summary of the theoretical maximum impacts of the current and proposed land uses:

EXHIBIT 7: Traffic impact analysis:

Current	Maximum Square Footage Allowed	Maximum Trip Generation ⁽¹⁾
Existing ESC	0	0
Existing ULI	69,696	2,976
Totals:	69,696	2,976

Proposed	Maximum Square Footage Allowed	Maximum Trip Generation ⁽¹⁾
Proposed OS/C	0	0
Proposed ROR ⁽²⁾	69,696	2,425
Totals:	69,696	2,425

Net Reduction	0	-551
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Note: (1) Maximum trip generation of 37.5 per 1,000 SF (Shopping Center ITE rate, 10th edition, #820)

Note: (2) ROR has a Floor Area Ratio limit of 0.2 for commercial uses. Analysis uses the maximum trip generation of 34.8 per 1,000 SF (Medical-Dental office ITE rate, 10th edition, #720)

The existing land use of “Environmental System Corridor” and proposed land use of “Open Space/Conservation” land uses are not expected to generate project trips. The Floor Area ratio of the existing land use of “Urban Low Intensity” and proposed land use of “Residential, Office, Retail” have the same Floor Area Ratio. The “Residential, Office, Retail” limits commercial uses to a 0.2 Floor Area Ratio and a medical office trip generation was use. It is expected that the land use amendment shall not cause any additional traffic impacts than the existing land use.

Stormwater Management: Any site development would require a stormwater management system.

Solid Waste: Solid waste provision would be addressed at time of site development.

Schools: The proposed application increases the potential number of residential dwelling units from 13 units to 48 units. A findings of adequate school capacity determination from the Volusia County schools is required to adoption of the land use change.

Recreation: Ormond Beach has approximately 602 acres of parkland and facilities. The recreation level of service would continue to be met with the proposed land use classifications.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities.

There is adequate infrastructure to support the amendment to the “Residential, Office, Retail” land use.

5. Whether the proposed map amendment impacts surrounding jurisdictions:

It is not expected that this amendment would impact any surrounding jurisdiction.

RECOMMENDATION: It is recommended that the Planning Board recommend **APPROVAL** of the amendment to the Future Land Use Map (FLUM) for a 6.40± acre property at 36 North Tymber Creek Road from the existing land use designations of Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR), as the result of annexation.

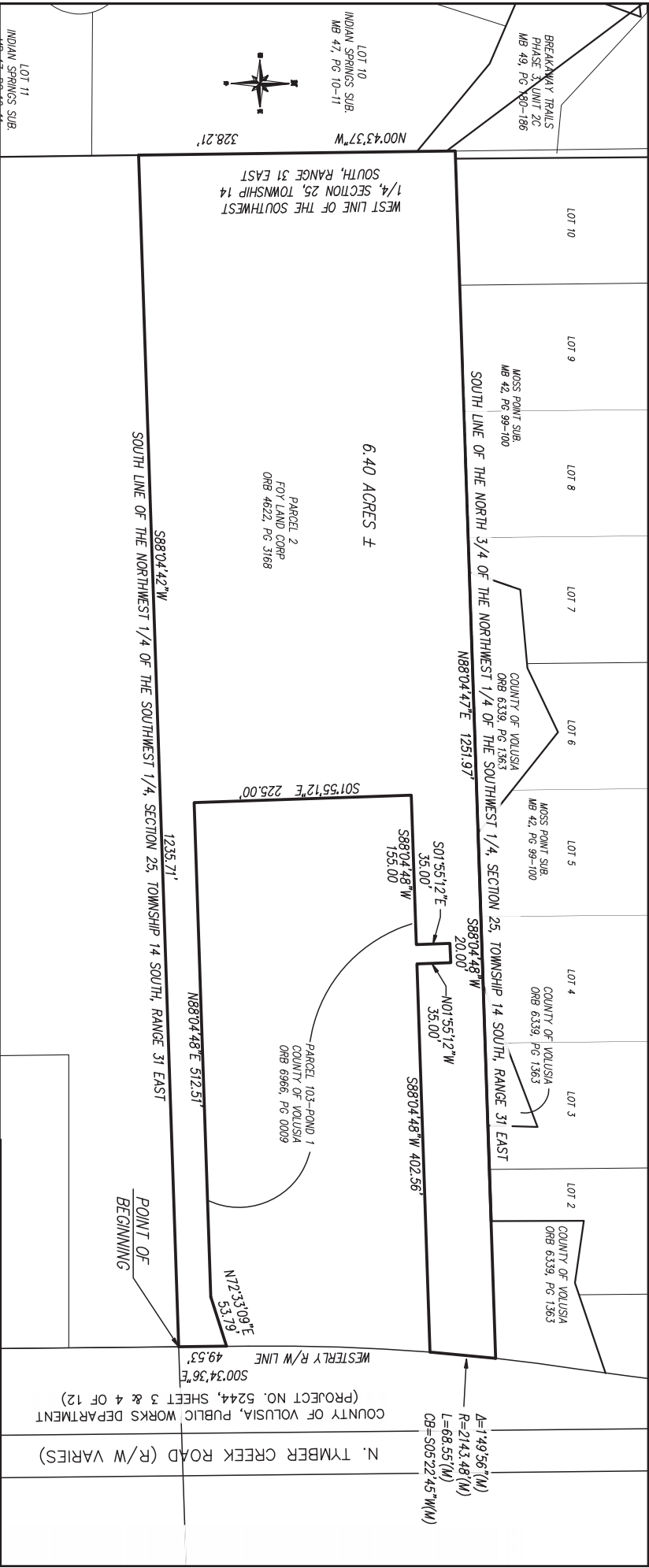
Attachments:

Attachment 1: Sketch and legal description of property, location map, and aerial map

Attachment 2: Proposed land use map

Attachment 1:

Sketch and legal
description of property,
location map, and aerial
map





SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

FOR: **THE JAFFE CORPORATION**

DESCRIPTION: (SEE SHEET 2 OF 2)
**SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY**

JOB #20-0318

SCALE: 1"=120'

FIELD BOOK

PAGE

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
▲	PERMANENT CONTROL POINT
(P)	RAILY LINE
(NR)	NON-RAILY LINE
—	EXISTING ELEVATION
- - -	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
 2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 3. BEARING STRUCTURE BASED ON STATE PLANE GRID, NAD 83, FL EAST ZONE WITH THE BEARING OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST BEING S88°04'42"W.
 4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
 5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
 6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC.
- NOTE:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE:

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	THE JAFFE CORPORATION	3/25/2020	20-0318
	THE COUNTY OF VOLUSIA		
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N.TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN S88°04'42"W ALONG SAID SOUTH LINE, 1235.71 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 328.21 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N.TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N.TYMBER CREEK ROAD; THENCE S00°34'36"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 49.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 6.40 ACRES, MORE OR LESS.

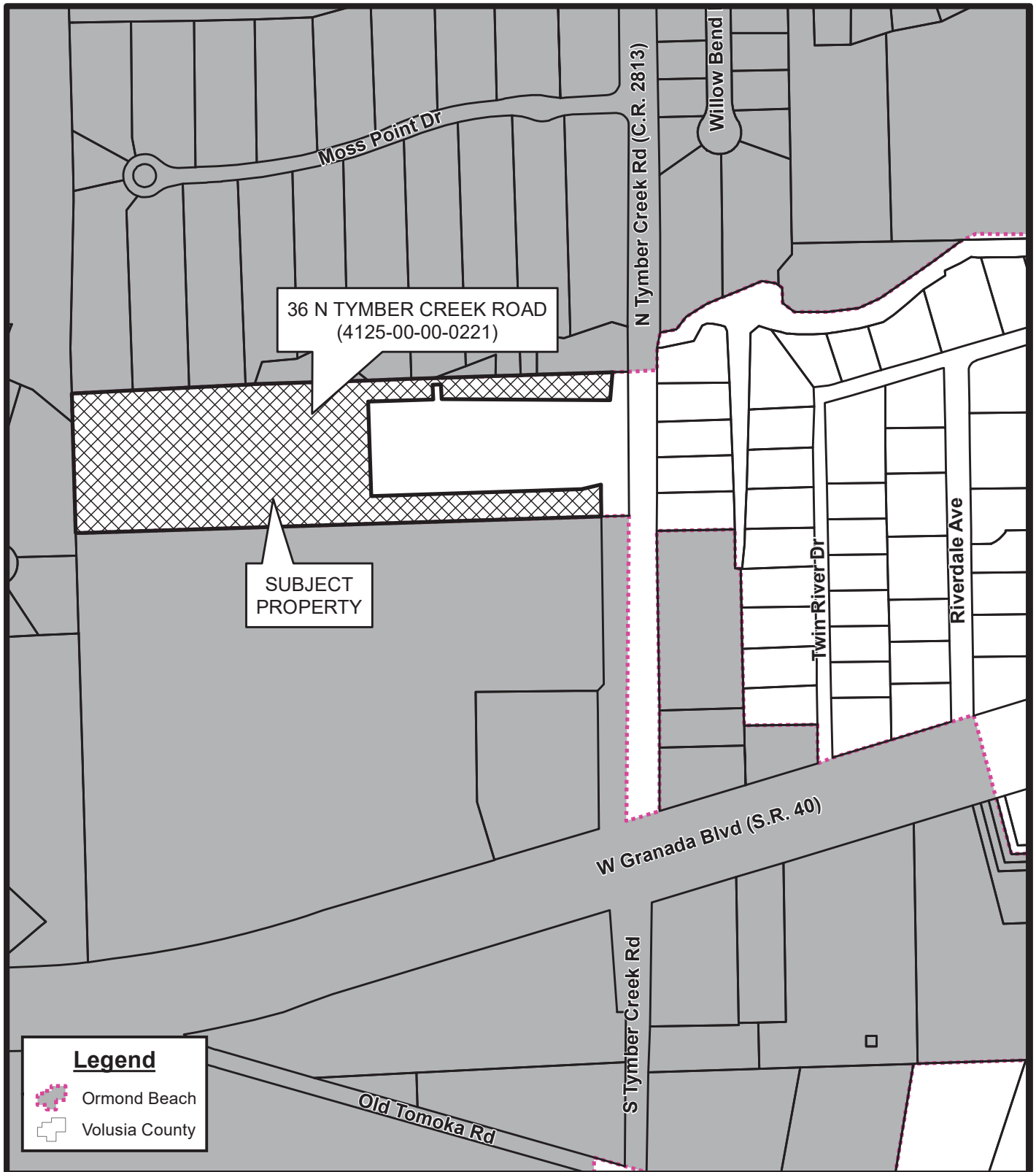
SHEET 2 OF 2

FOR **THE JAFFE CORPORATION**

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	3/25/2020	20-0318		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

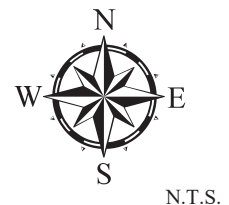
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



**36 NORTH TYMBER CREEK ROAD
(4125-00-00-0221)
LOCATION MAP**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 1, 2020





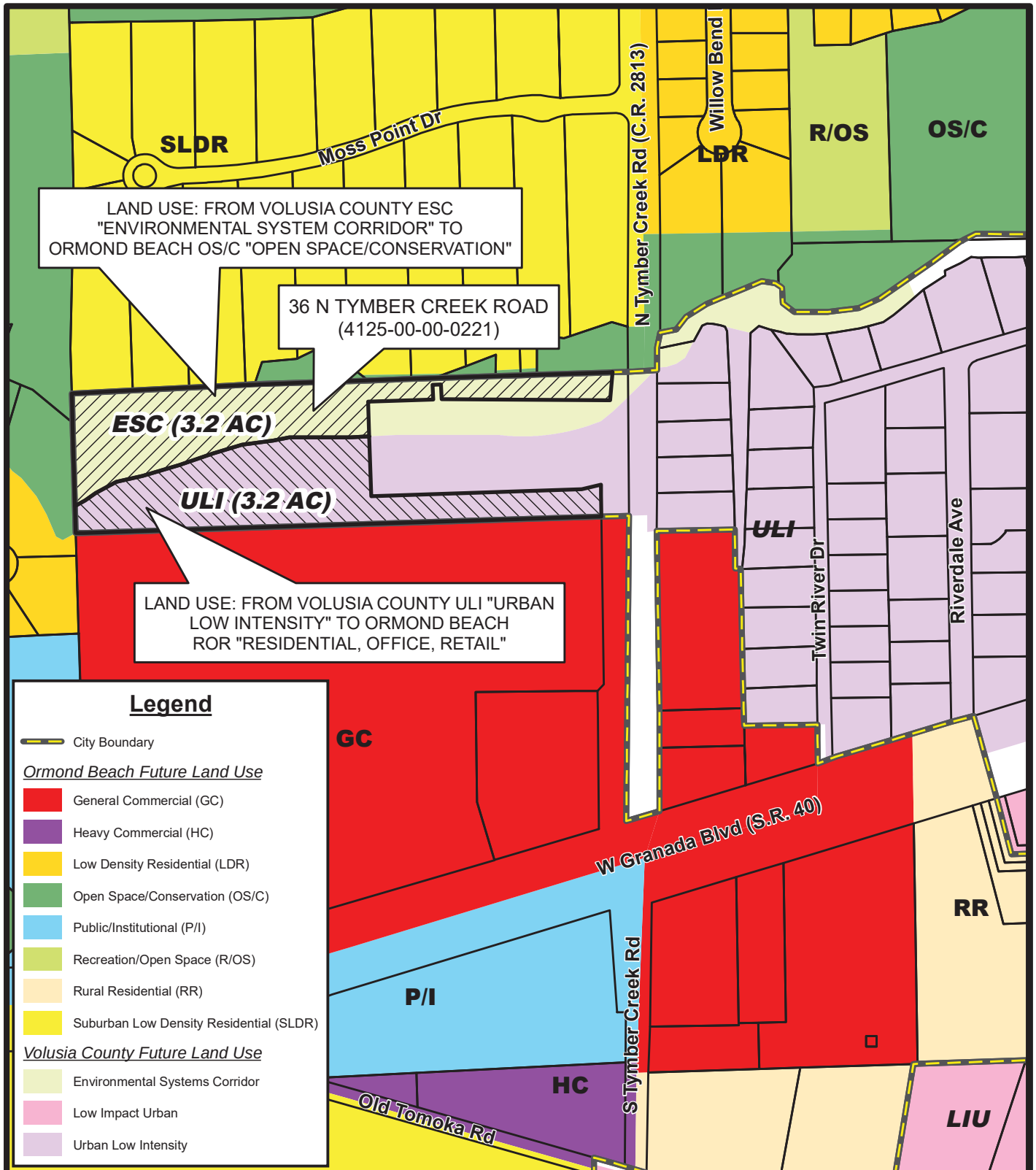
**36 NORTH TYMBER CREEK ROAD
(4125-00-00-0221)
AERIAL MAP**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 1, 2020



Attachment 2:

Proposed land use map



**36 NORTH TYMBER CREEK ROAD
(4125-00-00-0221)
PROPOSED FUTURE LAND USE MAP**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 14, 2020





School Board of Volusia County

Mrs. Ida D. Wright, Chairman
 Mrs. Linda Cuthbert Vice-Chairman
 Mr. Carl Persis
 Mr. Ruben Colón
 Ms. Jamie M. Haynes

Dr. Scott Fritz
 Superintendent of Schools

School Adequate Capacity Determination Finding of Adequate Capacity Letter

June 17, 2020

Newkirk Engineering
 Harry Newkirk, PE
 1230 N. US HWY 1 STE. 3
 Ormond Beach FL. 32174

RE: Tymber Creek Apartments – Ormond Beach
 School Capacity Review #20-06-17-002-A

Dear Mr. Newkirk:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed Tymber Creek Apartments associated with 6.4 +/- acres of property located at the intersection of Granada Blvd and Tymber Creek at 36 N. Tymber Creek Rd. within the city limits of Ormond Beach. Proposed amendment would provide for forty-eight (48) multi-family units.

The district uses county wide Student Generation Rates (SGRs) of (.127) for multi-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate seven (7) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multifamily Dwelling Unit	.127	48	6.1
Manufactured Home Dwelling Unit	.047	0	0
Total			7

Tymber Creek Apartments – Ormond Beach
June 17, 2020

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	2019-20 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Traditional K-12 Students projected
Pathways Elementary	761	105%	no	3
David Hinson Middle	1040	98%	no	2
Mainland High	1854	84%	no	2
Other				

The project would increase the student population greater than 100% of capacity and only the Elementary level of the impacted schools is projected to be above capacity in the next several years, the district is also currently looking at rezoning and this school could be affected by the rezoning. Based upon these long-term plans for growth, the school district has no objections to the proposed rezoning.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

If you should have additional questions please contact me at (386) 947-8786, extension 50806.

Sincerely,



Stephanie B. Doster,
Coordinator, Planning

Cc: Dr. Scott Fritz, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Steven Spraker, Ormond Beach
Kiersta Hill, Volusia County School Board
Project File



Finding of Adequate School Capacity
Volusia County School Board

Project Information	
Project Name	Tymber Creek Apartments REZONE
VCSB Project #	#20-06-17-002-A
Jurisdiction Project#	
Parcel ID Numbers:	4125-0000-0221; 4125-0000-0230
Project Location:	36 N. Tymber Creek Road
Potential Residential Units:	48
Property Owner/Applicant:	Tellus Partners, Garrison McMillian (Newkirk Engineering, Harry Newkirk, PE)
Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.

A handwritten signature in blue ink, appearing to read "Stephanie B. Doster".

Stephanie B. Doster
 Coordinator, Planning

17JUNE2020

Issue Date

Created by Facilities Services
June 2020



DRAFT

Planning Board minutes
June 11, 2020

36 N. Tymber Creek Road
land use amendment

changes provided in the staff report, there are no anticipated adverse impacts in applying the city zoning map changes. Ms. Weedo concluded that it is not anticipated that the proposed amendments to the zoning map will have significant impact. The request is consistent with the compatibility matrix outlined in the Land Development Code. The amendment does not include any development plans. Therefore, the impact on facilities and services will not change as a result of the requested zoning amendment and there are no anticipated significant impacts on adjacent properties. Ms. Weedo concluded that staff recommends that the Planning Board recommend approval to the City Commission of the zoning map amendment for the First Amended North US 1 ISBA Area as a result of the adoption of the amendments to the City Comprehensive Plan implementing the terms of the agreement. This item will go to the City Commission tentatively on July 28, 2020 and August 18, 2020.

Ms. Tolland made a motion to approve RZ2020-040: First Amended North US1 ISBA, Amendment to the Official Zoning Map. Mr. Galloway seconded the motion. Vote was called, and the motion was approved (6-0).

C. CPA 2020-049: Comprehensive Plan Amendment, 36 North Tymber Creek Road

Mr. Spraker, Planning Director, stated that this is an administrative request for a Small Scale Comprehensive Plan Land Use Map Amendment for a 6.40± acre property at 36 North Tymber Creek Road from the existing land use designations of Volusia County “Environmental System Corridor” (ESC) to the City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR) as the result of annexation.

Mr. Spraker displayed and explained a map showing the property, boundaries, and surrounding property. It abuts Moss Point, located to the north. Indian Springs has lots that abut it to the west. He continued that the purpose of the amendment is to change the land use map use designation based upon annexation. The applicant submitted an annexation application and as part of it the city is required to change the land use. Mr. Spraker stated that because they are going to go for a Planned Development, they will be responsible for changing the zoning.

Mr. Spraker explained that it has two land use categories, 1) “Environmental Systems Corridor” where there is a tributary of the Tomoka River. In Volusia County it was an “Environmental Systems Corridor” land use. Under the proposed City of Ormond Beach land use, this area would be “Open Space/Conservation”. Mr. Spraker continued that city staff are trying to get compatible similar land use categories to what existed in Volusia County. There are policies within the Comprehensive Plan that do not allow impacts within a certain distance of the river. He explained from the city staff calculations, the entire area of the Volusia County “Environmental Systems Corridor” would be included in the wetland setback, therefore there is no ability for them to construct within this land use area. Mr. Spraker added that this land use area can be used for tree preservation or an upland buffer preservation. The bottom half of the property has a Volusia County “Urban Low Intensity” land use which allows both Residential and Commercial. An analysis was performed of what similar land use would be. To the south of the subject property is “General Commercial” land use which allows 32 units per acre and a floor area ratio of 0.7. Mr. Spraker stated that the city is uncomfortable with going to that level of land use

entitlements because it is not what the existing Volusia County land use allowed. This led staff to the proposed “Residential Office Retail” land use. The “Residential Office Retail” has a more similar floor area ratio, the same as the County at 0.5 and has a similar residential density. The goal of the application is to match the Volusia County land use as much as possible. Mr. Spraker continued that the application does not approve a specific development. There are no site or development plans. Staff has seen a concept plan that combines the subject property and the “General Commercial” land area for a multi-family use and future commercial, but this is not before the Planning Board tonight. At the appropriate time, the project would be required to go through a site plan submittal, neighborhood meeting process and then have to go through the Planning Board and City Commission. The purpose of the application tonight is only to change it from Volusia County to the City of Ormond Beach Land Use.

Mr. Galloway asked Mr. Spraker if there was a reason why this report and the following report is being done separately. Mr. Spraker replied that the properties have two separate property owners.

Mr. Glen Storch, Attorney, stated that this is an administrative request and explained that once you have annexed a piece of property into the city it is required to assign a Comprehensive Plan designation to it. He continued with the strange configuration of the property it could have gone to the same designation as the adjoining parcel to the south, which is “General Commercial”. Mr. Storch added that he is okay with the proposed designation which is not “General Commercial” land use and provides alternatives. He explained that eventually a piece of property will have to be added to the “General Commercial” land use parcel to the south. Currently it is difficult to do anything with the property as it is right now and does not have sufficient right-of-way. It would need to be combined with another parcel in some manner. Mr. Storch continued that the Comprehensive Plan designation will allow for that. It will be a reduction of traffic from what is allowed at the present time. The nearest Comprehensive Plan Amendment to what was presently there is the Comprehensive Plan designation that is being proposed.

Mr. Storch explained that it is a slow process. That is the reason for not knowing what may go in the proposed area. He continued that the annexation has to be done first which has taken place, then the Comprehensive Plan Amendment to give the constitutional review and then work together with the neighborhood, land owner and the city and do the PUD. Mr. Storch concluded that he looks forward to working with neighbors in the area as well as the City to plan it with only positive impacts for the area. The property was a remnant parcel, an enclave of the County that needed to be in the city. It now needs a Comprehensive Plan designation that is appropriate.

Mr. Jorczak asked once it is absorbed in the city if the city takes the responsibility of the maintenance of the stormwater pond. Mr. Spraker stated that the stormwater parcel is later on the agenda, but replied that Volusia County will still have maintenance responsibility of the stormwater pond. Mr. Storch commented that the reason why the County has also annexed their piece is because otherwise there would be enclaves which are trying to be prevented.

Mr. Galloway asked what the timetable is. Mr. Storch answered that the mixed-use project and PUD with neighborhood meeting requirements should soon follow within the next 30 days.

Ms. Tolland asked when the area is annexed into the City, if the area is considered "Open Space/Conservation". Mr. Spraker answered that Ms. Tolland was correct for a portion of the property. Ms. Tolland asked what would happen in the future to the property. Mr. Storch replied that his clients own the properties and will take one piece of it and reduce the commercial area and look at it as a mixed-use project which will be brought back before the board in the future. Mr. Storch suggests that his client take the Volusia County "Environmental Systems Corridor" area and place it into a conservation easement when working on the Planned Development preserving a lot of trees.

Audience Participation

Ms. Debra Weinberg, 2341 Lipizzan Trail, stated that she drives down Airport Road by Tymber Creek daily and commented that the intersection at State Road 40 is congested. Ms. Weinberg continued that Mr. Spraker sent her a proposal of the land use. She added that she heard they want to put apartment buildings there. She stated that by saying yes to this it gives them the right to do so. Ms. Weinberg stated that she has lived here for 22 years and would like to help them develop the land so that it is ecologically sensitive to the area, wetlands and animals. She stated that she respects Mr. Spraker and the board and believes they hear the residents and commented that they have assisted in the past with the Marshside project. Ms. Weinberg continued that not every piece of land has to be developed and the board should think about that before giving the rights to everybody. She added that there is development all the way up to Halifax Avenue and suggests to do something in the area to be more environmentally friendly like townhomes or half acre lots, something more in keeping with what is there. Ms. Weinberg stated that everyone lives in the City of Ormond Beach for the exclusivity and good quality schools which are now getting over crowded. She added that residents are going to push back hard and pleads that the board think about it before putting apartment buildings in.

Ms. Renata Rosander, 2 Stallion Way, stated that she seconds with what Ms. Weinberg said and added that there is discussion of a 296-unit apartment building going in there. She continued as a realtor that she cannot see how it will benefit the city markets. She added that condominiums, townhouses or single-family homes could be possibility. Ms. Rosander commented that she agrees it would be better than a Target and stated that she is for development, but expressed frustration with the proposed Avalon Park project also going in on Granada Boulevard. She added that Tymber Creek Road is congested and that there is already crime there. Ms. Rosander asked about the Federal Regulations including ADA compliance with apartment buildings and asked if there will be a public transit bus station pick up and drop off area. She asked about the City's low water tables and if Emergency Services will be increased with the increase of residents in the area. Ms. Rosander asked if the apartment building would be Section-8 Housing, and if the City is going to use eminent domain on Tymber Creek to make up for all of the congestion. Ms. Renata concluded that she hopes that they become something other than a rental apartment community.

Mr. Storch replied that he does not have an application yet and will answer the questions during the PUD process. He commented that there is no intent at this time to look at Section-8 Housing in this location. It will be market-driven if it goes forth into anything. Mr. Storch added that they are looking at preserving all of the wetlands area. He stated right now what is being looked at is the overall Comprehensive Plan designation for the area since it is now annexed into the City. Chairman Thomas asked for Mr. Storch to communicate with those that are concerned.

Mr. Spraker stated that the existing County Land Use is "Environmental Systems Corridor", therefore the city land use would mirror it with the "Open Space/Conservation" land use. Mr. Spraker showed the "Urban Low Intensity" land use area where the Volusia County land use allows both residential and commercial land uses. The commercial uses allow a 0.5 floor area ratio which will show how big of a building can go there. The proposed city "Residential Office Retail" mirrors the Volusia County's land use with both residential and commercial. Mr. Spraker commented that the city purposely did not go to the "General Commercial" land use because it was more intense than what Volusia County allowed in their land use. In conclusion, Mr. Spraker stated that the most similar City of Ormond Beach land use was chosen and the appropriate land use is what is before the board and the remainder of the steps to come before the board as they go through the site plan and Planned Development process.

Chairman Thomas asked Mr. Spraker to give an example of the approximate size of a commercial building there. Mr. Spraker replied 69,696 square feet was theoretical maximum size.

The property owner, Mr. Dick Jaffe, clarified that out of the total of 30 acres, nine acres in the front abutting West Granada Boulevard, would be left as the "General Commercial" land use and in the remainder of the property would be downzoned to a residential use.

Mr. Briley stated that with no changes, and it still being in Volusia County, the development can still occur with annexation into the city, but now giving it a similar, applicable land use. Mr. Spraker commented that Mr. Briley was correct but that it is actually less because Volusia County does not have the same setback from the Tomoka River. He continued that based on a larger setback from the city, none of the land would be theoretically possible to be developed. The maximum development impact of the property is going down as it goes into the city based on the "Residential Office Retail" land use.

Mr. Galloway requested for Mr. Storch to communicate with concerned citizens.

Mr. Scudiero advised Mr. Storch that apartments west of Interstate 95 will go over like a lead balloon and urged him to find another use for the property like condominiums. He continued that there are no apartments west of Interstate 95 and thinks that almost everyone would like to see it remain that way. Mr. Scudiero concluded that he wanted his concern to go on record about it. Mr. Storch reiterated that it is early in the process but that there is a need for different types of land uses and housing in the city. He commented that some want to rent and not everyone wants to buy a house and there needs to be some type of affordable housing as well as housing for retirees who do not want to handle maintenance of housing. Mr. Storch

concluded to say that one segment of the city is off-limits to a housing type creates potential problems.

Ms. Tolland stated that she looks forward to further discussion on it down the road and has confidence in Mr. Jaffe and Mr. Storch, that they will do the right thing. Mr. Storch stated that one of the advantages of apartments is that the land can be preserved.

Mr. Scudiero commented that there has been an explosion of apartment growth in the northern portion of Daytona Beach off of Williamson Boulevard, Clyde Morris Boulevard and LPGA.

Mr. Storch stated that classic planning at one point was commercial land use abutting a roadway with more dense residential, such as multifamily, and finally a transition to single-family residential. Mr. Storch concluded that he understands the concerns and it will be looked at and made special.

Mr. Galloway commented that the average price of houses through the downturn has gone up from \$231,000.00 dollars and it is now going up. He stated that when he moved to the city, he bought a brand-new house for \$89,000.00 dollars and how in Austin they are building a tiny-house subdivision that have 700 square feet homes. Mr. Galloway continued that sooner or later smaller houses will have to be built to be able to supply the demand for people. If there will not be apartments, something will have to be done so that some people can have a home. It is all some can afford. Mr. Storch replied that from a demographic standpoint there are college students with massive student debt and cannot get a loan to buy a house because they cannot get the down payment for it.

Mr. Briley made a motion to approve CPA 2020-049: Comprehensive Plan Amendment, 36 North Tymber Creek Road. Mr. Galloway seconded the motion. Vote was called, and the motion was approved (6-0).

D. LDC 2020-044: Cosmetic Tattooing, Land Development Code Amendment

Ms. Becky Weedo, Senior Planner, explained that this is an administrative amendment to the Land Development Code to allow cosmetic tattooing, also known as permanent cosmetics as a permitted use in the B-1, B-4, B-5, B-7, B-8, B-9 and B-10 zoning districts consistent with the Florida Statutes. Currently, permanent cosmetics is regulated the same as tattooing by the State of Florida and staff has received numerous requests to perform permanent cosmetics in zoning districts where personal services are now allowed. Ms. Weedo continued that on August 8, 2019 the Planning Board recommended approval to amend the tattoo parlor definition to allow permanent cosmetics in medical and dental offices for medical purposes only. There was discussion then about how permanent cosmetics could be expanded in other districts. The Planning Board recommended to expand it in the personal services definition to include permanent cosmetics. Ms. Weedo added that on October 02, 2019 the City Commission approved the changes to the tattoo parlor definition and recommended staff review the language for consideration to amend the Land Development Code. The City Attorney's Office reviewed and made recommendations consistent with the Florida Statutes. The recommendations included adding seven new definitions, deleting two definitions and deleting Section

Correspondence
received for the
June 11, 2020
Planning Board
meeting

36 North Tymber
Creek Road
Comprehensive Plan
amendment

From: [Cheray Cooney](#)
To: [Spraker, Steven](#)
Subject: Apartments at 40 & Tymber Creek - Behind Walgreens
Date: Thursday, June 11, 2020 2:08:48 PM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker

In regards to the building of apartments behind the Walgreens on Tymber Creek, this is an insane idea. I know that the city would love to see this as this would bring in more income, but do we need this?? NO!! There is too much traffic in that area to begin with and to add apartments and who know how many more cars to that congested area would be absurd. It's bad enough that the light there at 40 and Tymber Creek is extensively long to wait at and the cars that decide to U-turn there is absurd. I am surprised that there have not been more accidents.

If more cars will be in that area, what will be done with the median and all of the cars that go to Walgreens and come out and want to U-turn to go back to the apartments. This will be quite the catastrophe.

This is a BAD idea

Thank You
Cheray Eckersen-Cooney
Ormond Beach Resident

From: [mary oehmke](#)
To: [Spraker, Steven](#)
Subject: apt on Tymber creek and 40
Date: Thursday, June 11, 2020 1:45:37 PM

[External Email-Use Caution] - OB/IT Helpdesk

I live off Tymber creek and the traffic has intensified greatly since e have lived here - 16 years - the school traffic with all the homes nearby are bad enough but now you want to put in apartments- I greatly oppose this- not able to attend meeting - have another commitment

From: [Deborah Weinberg](#)
To: [Spraker, Steven](#)
Subject: Land use Amendment for 296 Apartments off of Granada
Date: Thursday, June 11, 2020 2:56:26 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hi Steve:

Hope you and your family are all healthy and well.

Matt & I are very concerned that Jaffe is requesting a Land Use Amendment for the land behind Walgreens. Traffic is already congested by the intersection of Granada & Tymber Creek. I was told by Ron Hooper there is a meeting tonight to discuss this project. Hoping I can call in to voice our opposition to this Amendment ? We are avoiding large crowds in light of the ongoing CoronaVirus pandemic.

The quality of life in Ormond is the paramount issue. Our schools are crowded, roads congested, old oak trees being clear cut affecting wildlife and the environment and one Publix to support our local area.. Truly hope you will take all these very serious issues into consideration before allowing this project to move forward. Lastly, what is the current zoning for that land?

With gratitude for all you do for our community,

Thank you,

Deborah & Matt Weinberg
2341 Lipizzan Trail
Ormond Beach, Fl 32174
386-677-2897

From: [Nancy L Holman](#)
To: [Spraker, Steven](#)
Subject: Please Do The Right Thing!
Date: Thursday, June 11, 2020 2:31:40 PM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker,

We are writing because we have heard about two proposals that we are very upset about. One is the development on the Loop and the other is the proposed apartment complex at the corner of Tymber Creek and Granada. We are strongly against both!

We have lived in Ormond Beach since 1980. We moved here with GE and have since raised our two children here. We have enjoyed living in Ormond Beach so much that most of our family has since followed us here. We are though very concerned about the continual development and destruction of our beautiful paradise which we are proud to call home. We own 6 properties in Breakaway Trails, Tymber Creek, Hunter's Ridge, and on John Anderson Drive. Therefore, we are very familiar with the utility issues, reclaim water problems, and worsening congestion on our roads.

The Loop is one of the last beautiful natural treasures in Ormond Beach. We have gotten enormous joy from riding our bikes around the Loop. Over the years, the beautiful canopy tree tunnels have been diminished and we are concerned about the ecological damage. Since the roads are windy and narrow, the increase in the number of cars along that road makes it much more dangerous. It is essential that our city does whatever it can to preserve the unique beauty on our Loop.

Additionally, we are against the proposal for another apartment complex at the corner of Tymber Creek and Granada. These new apartments, combined with the proposed Avalon Park, will make the traffic in west Ormond Beach unbearable. There have been so many new apartment complexes built in the recent past and we strongly believe that we do not need another one, particularly at that busy intersection. We cannot imagine how the roads and water can possibly handle so much more development.

We hope the planning board will consider the will of the people and vote against these two proposals. Please pass this message onto the entire planning board. We would have written them separately but cannot find their contact information. We have another commitment tonight or we would have attended the meeting. Unfortunately, we did not have enough notice to make other plans.

Thank you and please do the right thing for the people of Ormond Beach.

Richard & Nancy Holman

From: [Lucille Goggi](#)
To: [Spraker, Steven](#)
Subject: Property at Tymber Creek near Rt 40.
Date: Thursday, June 11, 2020 3:37:48 PM

[External Email-Use Caution] - OB/IT Helpdesk

It was just brought to my attention that an apartment complex is planned for the area behind Walgreens near Tymber Creek. Our area is getting way too crowded for this venue to even be considered. Traffic on Granada is bad now. We won't be able to move if it is approved. And just wait for that Avalon development. We are doomed

Let's try to be smart about development so that Ormond Beach can stay beautiful and remain a desirable area. Please do not approve the owners request for apartments.

Lucille Goggi

From: [ROBERT LAZARUS](#)
To: [Spraker, Steven](#)
Subject: Tymber Creek and Rt 40 Apartment proposal.
Date: Thursday, June 11, 2020 2:15:27 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

I own 5 properties in the area off of Tymber Creek Rd. They are:
63 Deep Woods Way in Breakaway Trails,
288 Millview Ct in Tymber Creek,
32 Pergola Pl in the Cypress Place community of Hunter's Ridge,
30 Abacus Ave in the Deer Creek community of Hunter's Ridge, and
88 Abacus Ave in the Deer Creek community of Hunter's Ridge.

I am very disturbed that the new apartment complex being considered behind the Walgreens will make traffic in the area a nightmare, and will severely overburden the services in the area that are already stressed. My neighbors, tenants, and I are adamantly opposed to this reckless capitulation to those that will benefit from this development.

I am also opposed to the development of the Loop.

I certainly hope that you and the other members on the board will put the interests of the community and the residents of Ormond Beach ahead of the interests of the developers.

Sincerely yours,
Robert Lazarus
63 Deep Woods Way
Ormond Beach, FL 32174



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Colby J Cilento, City Clerk

Date: January 5, 2021

Subject: Amendment to Section 2-221 of the Code of Ordinances, Leisure Services Advisory Board

Commission Goal: N/A

Introduction

This is a request for approval of an ordinance amending Section 2-221 (a), of the *Code of Ordinances*, regulating membership to the Leisure Services Advisory Board (LSAB).

Background

The City of Ormond Beach dissolved its gymnastics program beginning with FY 2020-21. The *Code of Ordinances* provides the Leisure Services Advisory Board with an appointment made by the gymnastics organization.

Discussion

At the December 1, 2020, City Commission Advisory Board Workshop, the Commission directed staff to remove the gymnastics appointment and instead add a Commission At-Large appointment; noting that the at-large appointment should be filled by a person specifically focused on representing the interests of city parks. This change of membership requires an amendment to the composition section of Section 2-221 (a) of the *Code of Ordinances*, regulating membership of the Leisure Services Advisory Board.

The ordinance amending the code will be required to have two (2) readings, and the appointment for the member to fill the Commission At-Large position will be made by resolution upon the second reading of the ordinance.

Budget Impact

There is no impact to the city budget.

Citizen Impact

Updating the membership on the Leisure Services Advisory Board will benefit residents by providing better representation for city parks.

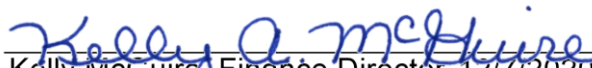
Recommendation

It is requested that the City Commission approve the ordinance to amend Section 2-221 (a) of the *Code of Ordinances*, regulating membership of Leisure Services Advisory Board, by changing the composition of the Leisure Services Advisory Board by removing the gymnastics nomination and replacing it with an At-Large Commission appointment, to be filled by an individual focusing on city parks.

Attachments:

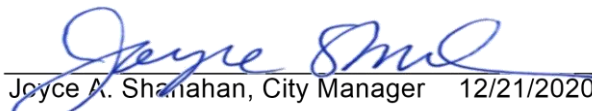
- 21-01 LSAB amend membership (P20-0229G) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

ORDINANCE NO. 2021-01

AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY REPLACING A MEMBER APPOINTED BY THE GYMNASTICS ASSOCIATION WITH A MEMBER APPOINTED BY THE COMMISSION-AT-LARGE; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-221, Leisure services advisory board, Division 2, Enumerated, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-221. Leisure services advisory board.

- (a) *Composition.* The leisure services advisory board shall consist of 13 members all of whom shall be residents of the city. Each of the following organizations shall nominate one of its members to serve on the board: youth baseball, youth basketball, girls' softball, youth soccer, ~~gymnastics~~ commission-at-large, Pop Warner youth football, Ormond Beach Pride, Inc. and Ormond Beach Friends of Recreation, Inc. All such nominations must be approved by the city commission. Additionally, the mayor and each city commissioner shall nominate candidates to serve as members of the board from the general population as provided in section 2-206, and all appointments to the board shall be approved by majority vote of the city commission. Each member of the city commission shall, initially, nominate one candidate to be considered for appointment by the city commission. If any candidate is rejected by the city commission, the city commission member who nominated the candidate may nominate additional candidates in like manner; and if said city commission member chooses not to make such additional nomination(s), then one or more of the other city commission members may nominate candidates to fill the position in like manner.

(b) through (g) (...no change in text...)

SECTION TWO. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 5th day of January, 2021.

PASSED UPON at the second and final reading of the City Commission, this 19th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Aviation Advisory Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Aviation Advisory Board.

Background

The following resolution has been prepared for appointments to the Aviation Advisory Board, as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Dr. Bruce Manne	Mayor
Lt. Col Joseph Wisniewski	Zone 1
Col. F.B. "Skeeter" Surguine	Zone 2
Michelle Widick	Zone 3
Rear Admiral William Masters	Zone 4

Section 2-205(c) of the *Code of Ordinances* prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with

the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

The following nominees have conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Bruce Manne, the Mayor's nominee, holds a hangar lease agreement with the City. This conflict may be waived by the Mayor.
- Michelle Widick, the Zone 3 nominee, is employed by Zev Cohen and Associates, a civil engineering firm that performs engineering services under contract with the City. This conflict may be waived by the Zone 3 City Commissioner.

After the conflicts have been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Recommendation

It is requested that the resolution appointing members to the Aviation Advisory Board be approved.

Attachments:

- 21-25 Aviation Adv Bd (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-25

A RESOLUTION APPOINTING MEMBERS OF THE AVIATION ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Dr. Bruce Manne is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Mayor.

SECTION TWO. Lt. Col. Joseph Wisniewski is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Col. F.B. “Skeeter” Surguine is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Michelle Widick is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Rear Admiral William Masters is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The above named appointees shall each serve a two (2) year term to January 2, 2023 and shall serve without compensation for such service in accordance with Article VI, Chapter 2, *Code of Ordinances*, including section 2-220 thereof.

SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Board of Adjustments and Appeals Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Board of Adjustments and Appeals.

Background

The following resolution has been prepared for appointments to the Board of Adjustments and Appeals, as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The Board of Adjustments and Appeals consists of five members and five alternates.

The member appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Frank Ganz	Mayor
Roger Strcula	Zone 1
Stan Driscoll	Zone 2
Dennis McNamara	Zone 3
Brian Nave	Zone 4

The alternate appointments are as follows:

Name Appointed By

Fred Heyne	Mayor
Anthony Britto	Zone 1
Kenneth Kimble	Zone 2
Tony Perricelli	Zone 3
Jim Bowers	Zone 4

Section 2-205(c) of the *Code of Ordinances* prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

The following nominees have conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Roger Strcula, the Zone 1 nominee, is employed by Upham, Inc., a civil engineering firm that performs engineering services under contract with the City. This conflict may be waived by the Zone 1 City Commissioner.

After the conflict has been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Recommendation

It is requested that the resolution appointing members to the Board of Adjustments and Appeals be approved.

Attachments:

- 21-26 Board of Adjustments(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/14/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-26

A RESOLUTION APPOINTING MEMBERS AND ALTERNATE MEMBERS OF THE BOARD OF ADJUSTMENT AND APPEALS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Frank Ganz is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Mayor.

SECTION TWO. Roger Strcula is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone One City Commissioner.

SECTION THREE. Stan Driscoll is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Dennis McNamara is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Brian Nave is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone Four City Commissioner.

SECTION SIX. Fred Heyne is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Mayor.

SECTION SEVEN. Anthony Britto is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone One City Commissioner.

SECTION EIGHT. Kenneth Kimble is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone Two City Commissioner.

SECTION NINE. Tony Perricelli is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone Three City Commissioner.

SECTION TEN. Jim Bowers is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone Four City Commissioner.

SECTION ELEVEN. The said appointees shall each serve a two (2) year term to January 2, 2023, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances* and Chapter 1, Article II, Section 1.16 of the *Land Development Code*.

SECTION TWELVE. This Resolution shall take effect immediately upon adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Colby J Cilento, City Clerk
Date: January 5, 2021
Subject: Brownfield Advisory Board Appointments
Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Brownfield Advisory Board.

Background

The following resolution has been prepared for appointments to Brownfield Advisory Board, as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Fred Heyne	Mayor
Jake Stehr	Zone 1
Kenneth Kimble	Zone 2
Miriam Hughey-Guy	Zone 3
Josh Pringle	Zone 4
Michael Sznajstajler	Commission At-Large

Thomas MacDonald

Ormond Beach MainStreet

Section 2-205(c) of the *Code of Ordinances* prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

The following nominees have conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Jake Stehr, the Zone 1 nominee, is employed by Zev Cohen and Associates, a civil engineering firm that performs engineering services under contract with the City. This conflict may be waived by the Zone 1 City Commissioner.

After the conflicts have been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Recommendation

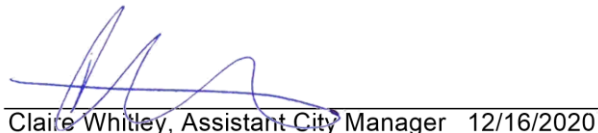
It is requested that the resolution appointing members to the Brownfield Advisory Board be approved.

Attachments:

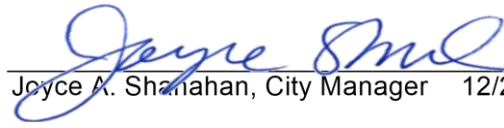
- 21-27 Brownfield adv bd appointments (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 12/7/2020


Claire Whitley, Assistant City Manager 12/16/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION 2021-27

A RESOLUTION APPOINTING MEMBERS OF THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Fred Heyne is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Mayor.

SECTION TWO. Jake Stehr is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Kenneth Kimble is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Miriam Hughey-Guy is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Josh Pringle is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Michael Sznajstajler is hereby appointed to serve as a member of the Brownfield Advisory Board, as the at-large appointee of the City Commission.

SECTION SEVEN. Thomas MacDonald is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of Ormond Main Street, Inc.

SECTION EIGHT. The aforementioned appointees shall each serve a two-year term to January 2, 2023, and shall serve without compensation in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances*, including Section 2-229 thereof.

SECTION NINE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Colby J Cilento, City Clerk

Date: January 5, 2021

Subject: Leisure Services Advisory Board Appointments

Commission Goal: N/A

Introduction

This is a request to approve a resolution for appointments to the Leisure Services Advisory Board.

Background

The following resolution has been prepared for appointments to the Leisure Services Advisory Board, as directed by the Commission at the Advisory Board Nominations Workshop held on December 1, 2020.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Shannon Julien	Mayor
Lucy Jackman	Zone 1
Doug Thomas	Zone 2
Rick Boehm	Zone 3
Brian Nave	Zone 4
Doug Wigley	OB Youth Baseball Association

Andrea Bolles	OB Youth Basketball Association
Robert Bowling	OB Youth Soccer Club
Barbara Kelly	Ormond Beach Pride
Christy Kurtz	Pop Warner Youth Football & Cheer
Mike Mitchener	Ormond Beach Friends of Recreation
_____	OB Youth Softball Association

Section 2-205(c) of the *Code of Ordinances* prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

The following nominees have conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Robert Bowling, the Ormond Beach Youth Soccer Association appointment, is employed by Brown and Brown Insurance, an insurance brokerage firm that is under contract with the City.

After the conflicts have been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Presently, there is also an appointment in the *Code of Ordinances* for Gymnastics; however, the city's gymnastics program has been discontinued. Per discussion at the City Commission's Advisory Board Workshop, that appointment will be changed to a Commission At-Large appointment, to be filled by an individual focusing on parks. This change will need to be made to the *Code of Ordinances* prior to appointing anyone to fill that position. A separate ordinance is on this agenda for the code amendment.

Recommendation

It is requested that the resolution appointing members to the Leisure Services Advisory Board be approved.

Attachments:

- 21-28 Leisure Services Advisory Bd appointments (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 12/7/2020
Claire Whitley, Assistant City Manager 12/16/2020**APPROVED BY:**
Joyce A. Shanahan, City Manager 12/21/2020

RESOLUTION NO. 2021-28

A RESOLUTION APPOINTING MEMBERS OF THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Shannon Julien is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Mayor.

SECTION TWO. Lucy Jackman is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Doug Thomas is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Rick Boehm is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Brian Nave is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Doug Wigley is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Baseball Association, as the youth baseball representative.

SECTION SEVEN. Andrea Bolles is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Basketball Association, Inc., as the youth basketball representative.

SECTION EIGHT. _____ is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Softball Corporation, as the girls' softball representative.

SECTION NINE. Rob Bowling is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Soccer Club, as the youth soccer representative.

SECTION TEN. Christy Kurz is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Pop Warner youth football league.

SECTION ELEVEN. Mike Mitchener is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Ormond Beach Friends of Recreation, Inc.

SECTION TWELVE. Barbara Kelly is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Pride, Inc.

SECTION THIRTEEN. The said appointees shall each serve two (2) year terms to January 2, 2023, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-221 thereof.

SECTION FOURTEEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of January, 2021.

BILL PARTINGTON
 Mayor

ATTEST:

COLBY CILENTO
 City Clerk