



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
June 1, 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

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Major Fany L. Rivera

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting – May 18, 2021

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. 2021-92: A RESOLUTION REAPPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Wendy Hontz, Acting City Clerk (386-676-3332)

- B. **RESOLUTION NO. 2021-93:** A RESOLUTION ACCEPTING THE PROPOSAL OF FIREWORKS BY SANTORE, INC. REGARDING A FIREWORKS DISPLAY; GRANTING A LIMITED WAIVER FROM THE CITY'S MINIMUM INSURANCE REQUIREMENTS; ACCEPTING A CERTIFICATE OF GENERAL LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF A CONTRACT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2021-94:** A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR DESIGN SERVICES REGARDING THE DOUG THOMAS WAY EXTENSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2021-95:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF MARK AND JENNIFER HAACK RELEASING A PORTION OF A FIVE-FOOT (5.0') UTILITY EASEMENT LOCATED ALONG THE SOUTH INTERIOR SIDE YARD PROPERTY LINE OF LOT 289, TRAILS SUBDIVISION, UNIT 9 (1 WILLOW OAK TRAIL); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2021-96:** A RESOLUTION AUTHORIZING THE PURCHASE OF TIRES FOR CITY VEHICLES, UNDER THE SHERIFFS ASSOCIATION CONTRACT NUMBER FSA 19-TRS21.0 ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2021-97:** A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE FOR THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROL EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Tim Heyrend, Utilities Manager (386-676-3305)

- G. **RESOLUTION NO. 2021-98:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD AND HUNT, INC. FOR ENGINEERING DESIGN AND BIDDING SERVICES REGARDING THE WATER RECLAMATION FACILITY UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2021-99:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH HOYLE, TANNER AND ASSOCIATES REGARDING A SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT TO EXTEND RUNWAY 9/27 AND TAXIWAY ALPHA AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2021-101:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF MATTHEW SCHUBERT; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Randal Hayes, City Attorney (386-676-3217)

- J. **Request for Proposals - CDBG, Fleming Playground Project**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

- K. **Invitation to Bid - 2021 Roadway Resurfacing, Bid No. 2021-21**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

- L. **Contract Auto-Renew - Yellowstone Landscape Grounds Maintenance**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

- M. **Budget Status Report for January 2021 - March 2021**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

- N. **FY 2021-22 Budget Calendar**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

O. City Manager Status Report - May 2021

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

8. SECOND READING OF ORDINANCES

- A. ORDINANCE NO. 2021-18:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ORMOND GRANDE” SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

9. RESOLUTIONS

- A. RESOLUTION NO. 2021-100:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR “ PLANTATION OAKS PHASE 1A”, A PLANNED RESIDENTIAL SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

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.

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MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

May 18, 2021	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 Acting City Clerk Wendy Hontz.

A G E N D A

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
- 5. APPROVAL OF MINUTES

A. Minutes from City Commission meeting – May 4, 2021

6. 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. 2021-84:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kate Settle, City Clerk (386-676-3340)

- B. **RESOLUTION NO. 2021-85:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC. FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2021-86:** A RESOLUTION ACCEPTING A PROPOSAL FROM RAFTELIS FINANCIAL CONSULTANTS, INC., REGARDING PROFESSIONAL SERVICES TO CONDUCT AN IMPACT FEE STUDY UPDATE; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2021-87:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE DISTRIBUTION OF PROCEEDS OF THE LOCAL OPTION FUEL TAX; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2021-88:** A RESOLUTION ACKNOWLEDGING A CHANGE IN THE CORPORATE ENTITY PROVIDING SCALE INHIBITOR TO THE CITY FROM AMERICAN WATER CHEMICALS, INC. TO AMAYA SOLUTIONS, INC. D/B/A AMERICAN WATER CHEMICALS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2021-89:** A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH FOR INSTALLATION OF FOUR RADAR FEEDBACK SIGNS ALONG NORTH BEACH STREET; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2021-90:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM UTILID, LLC TO PREPARE A UTILITIES VALUE ANALYSIS REGARDING DEVELOPMENT OF LAND WEST OF I95 AND SOUTH OF SR40; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RFP for Debris Removal, Reduction, and Recovery for the City of Ormond Beach**

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

Disposition: Approve as recommended in the City Manager memorandum dated May 18, 2021.

- I. **Countywide FY 2020-2021 Edward Byrne Memorial Justice Assistance Grant Funds Distribution**

Staff Contact: Loretta Moisio, Grants Coordinator (386-676-3315)

Disposition: Approve as recommended in the City Manager memorandum dated May 18, 2021.

7. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2021-18:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ORMOND GRANDE" SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. RESOLUTIONS

- A. **RESOLUTION NO. 2021-91:** A RESOLUTION APPROVING THE USE OF GEOMETRIC PATTERNS ON THE FACADE OF THE "PUBLIX" AT 101 EAST GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Scott Smith, First United Methodist Church of Ormond Beach, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Audience Remarks

Mr. Jerry Orzel, 137 Rosewood Avenue, discussed the former church building located at 56 North Beach Street. He requested the Commission retract their previous vote to demolish the building on the property. He discussed reasons why he believed the building should be saved and requested the Commission provide the community with an opportunity to provide input on the future of the site.

Ms. Julia Truilo, 307 John Anderson Drive, Ormond MainStreet (MainStreet) Director, requested the Commission reconsider their vote to demolish the former church building at 56 North Beach Street and listed reasons to support her request.

Ms. Judith Stein, 166 Orchard Lane, stated she was a board member on the Ormond Beach MainStreet Board and President of the Ormond Beach Arts District. She noted both organizations were requesting the city pause demolition of the building at 56 North Beach Street. She discussed her support for delaying the demolition and the importance of allowing interested parties the opportunity to investigate potential options for the building.

Mr. Bill Jones, 8 Twelve Oak Trail, stated he believed the decision to demolish the building was the correct decision. He discussed the poor condition of the structure and the costs that would be needed to fix the building. He discussed various options that had been suggested for the site in the future and reiterated his support.

Mr. Ted Brown, 3 Havenwood Trail, discussed development that was proposed to take place on the former golf course located in the Tomoka Oaks subdivision. He listed potential negative impacts he believed the development would have on the site and surrounding area.

Ms. Missy Herrero, 111 North Saint Andrews Drive, stated she was a resident of Tomoka Oaks and discussed the neighborhood and area in further detail. She noted her disapproval of the development proposed to take place on the former golf course and discussed land preservation. She requested the Commission utilize resources to support any funding sources available to purchase a portion of the former Tomoka Oaks golf course.

Ms. Ashley DuFrene, 118 North Saint Andrews Drive, discussed a petition that was signed regarding preserving land that is part of the Tomoka Oaks former golf course. She provided statements and comments from various Ormond Beach residents that signed the petition in support of saving the green space.

Ms. Beth King, 40 North Saint Andrews Drive, discussed the former golf course and history regarding the site. She noted the negative impacts that would come from developing the site and requested the city devote economic development resources to identify possible ways to preserve the property.

Ms. Mary Greenlees, 94 North Saint Andrews Drive, thanked the Commissioners for their service to the community. She discussed the proposed development in Tomoka Oaks and her concerns regarding the development. She requested the city explore possibilities and potential options of saving the green space.

Ms. Peggy Brown, 112 North Saint Andrews Drive, noted those who purchased their homes in Tomoka Oaks on the golf course had the expectation that they would always be on a golf course, or have open space behind their homes. She proceeded to discuss the company that purchased the golf course and was proposing to develop the site. She provided the Commission with a copy of the warranty deed for the site.

Ms. Susan Klippel, 303 Rio Pinar Drive, discussed memories she had at her home in Tomoka Oaks watching the sunrise over the former golf course property with her husband. She noted she could not imagine the property becoming developed.

Mr. Tom Fitzgibbon, 51 South Saint Andrews Drive, discussed Ormond Beach and the proposed development in Tomoka Oaks. He noted the potential traffic impacts that may occur and requested the Commission keep those impacts in mind. He stated he would love to see a public golf course open in Ormond Beach.

Ms. Linda Williams, 131 Bosarvey Drive, stated she was representing her group, Civil Discourse Part 2: Common Ground, and discussed the importance of coming together to hear everyone’s ideas and thoughts. She discussed her group and the importance of synergy.

Mr. Jim Schultz, 117 Harvard Drive, discussed censorship and articles that were written regarding COVID-19.

Item #5– Approval of Minutes

Mayor Partington advised the minutes of the May 4, 2021, 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.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of the May 4, 2021, City Commission meeting minutes.

The motion passed by voice vote.

Item #6 – 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 Selby requested to pull Item 6F.

Commissioner Kent stated he would like to pull Item 6D.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of the consent agenda, absent Item 6D and Item 6F.

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

Item #6D – Local Option Fuel Tax Distribution Formula

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-87
A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT FOR THE DISTRIBUTION OF
PROCEEDS OF THE LOCAL OPTION FUEL TAX; AND SETTING FORTH
AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Resolution No. 2021-87, as read by title only.

Commissioner Kent stated he felt the agreement between Volusia County and the City of Ormond Beach did not result in a good deal for the residents of Ormond Beach. He noted Ormond Beach's fuel tax was one of the highest in the state. He stated the staff report explained that the percentage would stay the same, but the methodology on calculating the fuel tax would result in a revenue loss of \$230,000 for Ormond Beach. He noted it appeared the City of Ormond Beach would get less and Volusia County would receive more. He questioned if that statement was accurate; whereby, Ms. Shanahan stated it was not, but explained the city would be taking a financial loss.

Commissioner Kent noted city managers throughout Volusia County had been meeting regarding the local option fuel tax for three years. He reiterated the agreement resulted in less money for Ormond Beach.

Ms. Shanahan discussed the local option fuel tax and the impacts it had on Ormond Beach, as well as other cities located within Volusia County.

Commissioner Kent questioned if Volusia County was gaining additional funds from the agreement; whereby, Ms. Kelly McGuire, Finance Director, noted Volusia County would be receiving the same percentage they previously had.

Ms. McGuire noted the agreement was not a beneficial deal for the City of Ormond Beach, and discussed financial losses that the city would take over the upcoming years.

Commissioner Selby discussed the local option fuel tax agreement. He noted electric vehicles did not pay gas taxes and questioned if there was any discussion on taxing electric vehicles; whereby, Ms. Shanahan noted there had been discussion, but no action had taken place.

Commissioner Littleton stated Ms. Shanahan had been working diligently over the past few years on the agreement and explained he would be voting in favor of the item for that reason.

Commissioner Persis noted she agreed with Commissioner Littleton and had total faith in Ms. Shanahan to recommend the right choice for the city.

Mayor Partington questioned what would happen if the item were not approved; whereby, Ms. Shanahan stated she was unsure.

Ms. McGuire noted she did not know the specific answer either, but discussed the agreement and prior agreements regarding the local fuel tax in detail. She noted other cities within Volusia County would be getting less funds in addition to the City of Ormond Beach. She explained the agreement was based on a majority vote. She stated if the majority of the cities did not pass the agreement it would go to a default formula, but explained that was unlikely to happen.

Ms. Shanahan stated Volusia County would need an interlocal agreement in order to provide the funds to the city.

Ms. McGuire stated the city received the funds directly from the state. She discussed the process that would take place once the agreements were approved or denied.

Commissioner Persis questioned if the city would save money by voting against the item; whereby, Ms. McGuire stated it was unlikely.

Commissioner Kent noted Ms. Shanahan and Ms. McGuire did the best job they could on the agreement. He noted the agreement was not fair to Ormond Beach and stated he would be voting against the item and discussed reasons why.

Mayor Partington stated he would also be voting against the item. He noted despite Ms. Shanahan's best efforts, he was not pleased with the outcome of the agreement.

Commissioner Selby questioned what would happen if the Commission voted against the item; whereby, Mr. Randy Hayes, City Attorney, stated voting down the agreement would show that the city was not a participating party to the agreement.

Mr. Hayes discussed the agreement and terms in further detail. He noted the agreement would fail if a majority of the municipalities voted against it, which he explained was unlikely to happen. He stated he was not familiar enough with the agreement to give an exact answer as to what would happen if the city denied the agreement, but discussed his opinion on potential outcomes.

Commissioner Persis questioned what would happen if the City of Ormond Beach was not a participating party to the agreement; whereby, Mr. Hayes stated he did not have an answer to the question at the current time, but provided examples of what may happen if a majority of the cities did not approve of the agreement.

Mr. Hayes noted the agreement did not clearly address what would happen if a city did not approve of the agreement. He stated staff could investigate the issue and provide the Commission with further direction. He explained Volusia County was seeking to have the agreement approved on or before August 31, 2021, noting there was time to look into the agreement further.

Commissioner Persis moved, seconded by Commissioner Selby, to table Resolution No. 2021-87, until further information could be provided.

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

Item #6F – Volusia County Joint Participation Agreement (JPA) - N. Beach Street Radar Feedback Signs

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-89
A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH FOR INSTALLATION OF FOUR RADAR FEEDBACK SIGNS ALONG NORTH BEACH STREET; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Resolution No. 2021-89, as read by title only.

Commissioner Selby stated he drove North Beach Street routinely and did not believe there was a speeding issue on the street, but instead felt that many drivers drove under the speed limit. He stated Volusia County had made the street a no-passing zone and drivers were unable to pass other vehicles. He felt the radar feedback signs were unnecessary and did not recall any citizens reaching out to him regarding speeding in the area. He stated he would be voting against the item.

Commissioner Persis inquired if the Ormond Beach Police Department were aware of speeding issues on North Beach Street; whereby, Chief Jesse Godfrey, Ormond Beach Police Department Chief of Police, stated there was an individual who lived on North Beach Street who frequently called in complaining about speeders.

Commissioner Persis inquired if many tickets were issued on the street; whereby, Chief Godfrey noted he did not have the information to answer the question at the current time.

Commissioner Kent noted Volusia County was willing to partner with the City of Ormond Beach on radar feedback signs, but not partner with the city on the local gas tax rates. He noted when reading through the packet, he questioned why North Beach Street was chosen as the location for the signage. He stated he would not be voting against the item, but expressed his opinion that other streets in the city may have more speeding issues.

Mr. Shawn Finley, City Engineer, noted the city was approached by Volusia County regarding the radar feedback signs. He noted that Beach Street was a Volusia County road and discussed the proposed locations for the radar feedback signs. He stated city staff believed the signs would be a good-faith effort to help reduce speeders for

residents who live on North Beach Street. He stated city staff felt the partnership was a good opportunity.

Commissioner Selby questioned if the road was exempt from the city’s traffic calming ordinance; whereby, Mr. Finley stated it was.

Commissioner Selby inquired if Volusia County would still move forward with the project if the city did not agree to the partnership; whereby, Mr. Finley stated he believed Volusia County would not continue with the project and proceeded to discuss the project in further detail.

Commissioner Selby noted Volusia County requested half of the \$25,000 expenditure, which he felt was a feel-good action. He reiterated he would be voting against the item and felt there was not a speeding issue on that road.

Commissioner Littleton discussed other radar feedback signs located within the city. He noted since the proposed signage was located in Commissioner Selby’s zone, he would be taking his comments into consideration and also be voting against the item.

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

Comments on the Consent Agenda

Commissioner Selby commented on Item 6G, which approved an agreement with UtiliD, LLC, for professional consulting services related to the analysis of the city’s western service area. He stated he was glad to see the item passed and discussed the agreement in further detail, but noted he was disappointed the agreement was a sole source agreement.

Commissioner Selby questioned if the item went out for bid; whereby, Ms. Joyce Shanahan, City Manager, explained the item was advertised on DemandStar and was published for a week to solicit proposals, but noted the city did not receive any proposals.

Commissioner Selby stated he was disappointed on the timing of the agreement as well. He stated when the consultant was finished with the final report they were scheduled to provide the final report to staff, noting he wished the consultant would provide the final report to the Commission instead. He discussed the report in further detail and the information it would provide. He stated he was glad the item passed, but reiterated his reservations.

Item #7 – First Reading of Ordinances

Mayor Partington opened the public hearings.

Item #7A – Ormond Grande Final Plat

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-18
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ORMOND GRANDE” SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT;
ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL;
AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, provided a PowerPoint Presentation that displayed a map of the Ormond Grande site and provided a brief history regarding the property. He noted the current request was to subdivide the land per the planned development. He noted the request had been reviewed by city staff, the City Attorney’s Office, and an independent surveyor, and all parties recommended approval.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-18, on first reading, as read by title only.

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

Item #8 – Resolutions

Item #8A – 101 East Granada Boulevard, Publix, Geometric Patterns

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-91
A RESOLUTION APPROVING THE USE OF GEOMETRIC PATTERNS
ON THE FACADE OF THE “PUBLIX” AT 101 EAST GRANADA
BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the item was a request to allow geometric patterns on the façade of the Publix building under development at 101 East Granada Boulevard. He noted geometric patterns could not be approved by city staff, and instead needed City Commission approval. He reviewed a PowerPoint Presentation that displayed images of the requested geometric pattern. He stated the Ormond Beach MainStreet Design Committee and Board recommended approval, and staff recommended approval as well.

Commissioner Selby questioned if the geometric patterns would be displayed across the entire front façade; whereby, Mr. Spraker stated the focus appeared to be more on one side of the building and reviewed the proposed plans in further detail.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2021-91, as read by title only.

Commissioner Kent discussed the history of the site and various businesses that had been established at the building location in the past. He stated he was glad to see that Publix was coming to the site. He noted he was pleased that the use of geometric patterns had to come before the Commission for approval. He noted the proposed patterns were esthetically pleasing and helped improve the appearance of the building.

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

Mayor Partington closed the public hearings.

Item #9 – Reports, Suggestions, Requests

Upcoming Meetings

Ms. Joyce Shanahan, City Manager, noted staff was planning to host a Transportation Workshop on August 4, 2021, at 5:30 p.m. She stated a Capital Improvements Plan and Draft Budget Workshop was scheduled to be held on July 6, 2021, at 5:30 p.m. and an Operating Budget Workshop on July 20, 2021, at 5:30 p.m. She stated there were two Leisure Services Parks and Recreation Master Plan Workshops that were scheduled to be held on August 17, 2021, and January 18, 2022.

Programs and Events

Ms. Shanahan provided updates on various Leisure Services programs, facility operations, and summer camps.

Ms. Shanahan noted the city would be hosting a Memorial Day Celebration on Monday, May 31, 2021, at 9:00 a.m.

Ms. Shanahan stated Movies on the Halifax would be taking place on June 4, 2021, and would be showing the “Dr. Dolittle” movie.

Commissioner Kent, Commissioner Littleton, and Commissioner Selby complimented the Ormond Beach Police Department Awards and Promotional Ceremony that had taken place the prior week.

Commissioner Littleton and Mayor Partington thanked Mr. Joe Daniels for inviting the Commission to celebrate the history of the African-American community within the city and complimented the event that was held.

Project Updates

Ms. Shanahan provided updates on the following projects taking place in the city: MacDonald House Improvements, Florence Street On-Street Parking, U.S. Highway One forcemain and watermain projects, Adaptive Signalization project, and the South Ormond Neighborhood Gym Expansion.

Compliments and Congratulations

Ms. Claire Whitley, Assistant City Manager, discussed the Unity Tour that Chief Godfrey and Ormond Beach Police Department Sergeant Willis had participated in.

Ms. Whitley noted Chief Godfrey had recently celebrated his 10-year anniversary with the city and congratulated him on his achievement.

Commissioner Kent, Commissioner Persis, Commissioner Littleton, Commissioner Selby, and Mayor Partington complimented and congratulated Chief Godfrey for his dedication to the city and hard work.

Commissioner Kent and Commissioner Persis complimented Fire Chief Rusty Sievers and thanked him for his service.

Commissioner Kent complimented Ms. Shanahan and thanked her for dedication and hard work.

South Arbor Drive

Commissioner Kent noted the residents who lived on South Arbor Drive were under the impression that they would be receiving work in the spring to help assist with flooding issues in the area. He requested staff reach out to the residents to communicate with them on the process and provide an updated timeline.

Thanks and Appreciation

Commissioner Persis thanked all audience remarks speakers for attending and providing comments.

Commissioner Persis noted her friend, Ms. Nancy Lohman, had recently published a book: *“Blossom”*. She noted the book would be available on Amazon and congratulated Ms. Lohman.

Emergency Operations Center

Mayor Partington complimented the Ormond Beach Fire Department and Ormond Beach Police Department. He noted the city needed to discuss and review reports regarding a new Emergency Operation Center that could also be utilized as a training facility. He discussed the importance of having a premier location for first responders during natural disasters.

Item #10 – Adjournment

The meeting was adjourned at 8:26 p.m.

APPROVED: June 1, 2021

BY: _____
Bill Partington, Mayor

ATTEST:

Wendy Hontz,
Acting 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: Wendy Hontz, Assistant City Clerk

Date: June 1, 2021

Subject: Volusia Growth Management Commission Appointment

Commission Goal: N/A

Introduction

This is a request to reappoint Mr. Harold Briley to represent the City of Ormond Beach on the Volusia Growth Management Commission (VGMC).

Background

The VGMC's purpose is to provide an effective means for coordinating the plans of municipalities and the county. In turn, the commission will provide a forum for the several local governments in the county to cooperate with each other in coordinating the provision of public services to, and improvements for, the citizens of the county, and create incentives to foster intergovernmental cooperation and coordination.

Discussion

Harold Briley has served on the VGMC since his original appointment in July 2017, with his current term set to expire on June 30, 2021. Mr. Briley has expressed his desire to continue to serve on the VGMC for another four-year term, and the City Commission approved Mr. Briley's reappointment at the Advisory Board Workshop on December 1, 2020.

The following resolution has been prepared to appoint Mr. Briley to a four-year term beginning July 1, 2021.

Budget Impact

There is no budget impact associated with this appointment.

Citizen Impact

The residents of Ormond Beach are well served to have a representative on the Volusia Growth Management Commission.

Recommendation

It is requested that the City Commission approve the attached resolution reappointing Mr. Harold Briley as a representative on the Volusia Growth Management Commission to a four-year term set to expire on June 30, 2025.

Attachments:

- 21-92 Volusia Growth Mgmt appt (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/8/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Sharanan, City Manager 5/25/2021

RESOLUTION NO. 2021-92

A RESOLUTION REAPPOINTING A MEMBER TO SERVE ON
THE VOLUSIA GROWTH MANAGEMENT COMMISSION;
ESTABLISHING TERM 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. Harold Briley is hereby appointed to serve as a member of the Volusia Growth Management Commission, said term to commence on July 1, 2021 and end on June 30, 2025.

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

SECTION THREE. The said appointee shall serve in accordance with Section 202.3 of Article II of the *Volusia County Charter* and Division 3 of the Volusia Growth Management Commission Consistency Certification Rules and Organization, as codified in Chapter 90, Article II, *Volusia County Code*, and all other applicable law.

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting 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: Robert Carolin, Leisure Services Director

Date: June 1, 2021

Subject: Annual Aerial Fireworks Display Contract Award - Fireworks by Santore, Inc.

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to authorize the award of a contract for the City's annual Independence Day aerial fireworks displays to Fireworks by Santore, Inc. ("Santore").

Background

At its March 16, 2021 meeting, the City Commission authorized the advertisement of RFP #2021-15 Ormond Beach Aerial Fireworks Display, with a bid opening of April 21, 2021. The fireworks display is to be held on July 4th each year, ¼ mile south of the Granada Bridge, with the fireworks being shot from a barge located in the Halifax River. The display is to begin sharply at 9:30 p.m., and continue for no less than twenty (20) minutes, with no period of time from opening to finale where there is not a display in the air.

Discussion

There were two companies that submitted proposals: Expo Shows Inc. and Fireworks by Santore, Inc. The City's evaluation committee meeting was held on April 26, 2021, at which time the proposals were rated to ensure all stipulations of the RFP had been met. Based on the evaluation criteria, Santore ranked highest by all members of the committee.

The City has contracted with this local vendor for over 30 years for its annual fireworks display, and since all the RFP requirements were met, the recommendation is to award the contract once again to Santore at an annual cost of \$52,000. The RFP stipulated a two-year contract, which may be renewed for three additional years if both parties agree.

As part of the contract, staff is also requesting for the City Commission to waive the current requirement that the general liability insurance coverage be provided on an occurrence basis and approve the request for coverage to be on a claim made basis.

Budget Impact

The FY 2020-21 Community Events division budget includes \$52,000 for the annual fireworks display.

Citizen Impact

The fireworks display provides our citizens an opportunity to celebrate Independence Day in their own hometown. The event creates those ever-important childhood memories for the children who attend, while continuing to add to the quality of life our residents have come to expect.

Recommendation

Staff is recommending that the Annual Independence Day Aerial Fireworks Display contract be awarded to Fireworks by Santore, Inc.

Attachments:

- 21-93 Fireworks - Santore (P21-0063G) (PDF)
- Fireworks by Santore agreement (PDF)
- COI GL City of Ormond Beach 7-04-21 (PDF)
- RFP 2021-15 Evaluation Summary (PDF)
- RFP 2021-15 RFP Tabulation (1) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/26/2021

RESOLUTION NO. 2021-93

A RESOLUTION ACCEPTING THE PROPOSAL OF FIREWORKS BY SANTORE, INC. REGARDING A FIREWORKS DISPLAY; GRANTING A LIMITED WAIVER FROM THE CITY'S MINIMUM INSURANCE REQUIREMENTS; ACCEPTING A CERTIFICATE OF GENERAL LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF A CONTRACT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for professional services to conduct an aerial fireworks display as part of the July 4 celebrations (City RFP No. 2021-15) ("the Project"), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the two proposals received and determined that the most advantageous proposal for the City, taking into consideration experience, qualifications and proposed aerial display, is the proposal submitted by Fireworks by Santore, Inc. (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, persons contracting with the city for the provision of goods, supplies or services or for the utilization of city property are required to provide and maintain general liability insurance coverage in accordance with the city's minimum insurance requirements; and

WHEREAS, the general liability insurance coverage to be provided by Fireworks by Santore, Inc., with Lloyds of London as its Underwriters, meets the city's minimum insurance requirements in all material respects except that it is provided on a claims made basis and not an occurrence basis, a copy of the Certificate of Insurance being attached hereto; and

WHEREAS, the City Commission desires to waive its requirement that the general liability insurance coverage be provided on an occurrence basis and desires to accept said coverage on a claims made basis; 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 a contract with Fireworks By Santore, Inc., for a fireworks display as part of the July 4 celebrations. Said contract is for a two-year initial term with three annual renewal options.

SECTION TWO. All other proposals relative to the Project shall be deemed rejected upon the execution of an agreement with Fireworks by Santore, Inc.

SECTION THREE. The City Commission hereby waives its requirement that the general liability insurance coverage be provided on an occurrence basis and accepts that coverage on a claims made basis as shown on the Certificate of Insurance attached hereto and incorporated herein by reference.

SECTION FOUR. The City Manager has certified that the money for the purchase of the aforescribed fireworks display has been appropriated to the General Fund (Community Events) and is not appropriated for any other purpose.

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Fireworks by Santore** ("Contractor"), 18 Hargrove Grade, Unit 105, Palm Coast, FL 32137, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ("Ormond Beach Aerial Fireworks Display", RFP2021-15) dated April 9, 2021, attached hereto as Exhibit "A", and the Proposal dated April 9, 2021, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of two (2) years. This Agreement may be renewed for three (3) additional one-year periods upon mutual agreement of the parties hereto unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "B". Upon execution of this Agreement, the City will pay a deposit equal to one-half (1/2) [\$26,000.00] of all anticipated charges and expenses. If any payment of the unpaid balance of \$26,000 is due upon the completion of the exhibition, it shall be paid to the Pyrotechnic Operator at the conclusion of the exhibition in a sealed envelope. In the event payment is not made within ten (10) days after a written demand is received by the City, the City will be deemed to be in default, and Contractor shall have the right to retain an attorney to collect the payment amount, and shall be entitled to recover a reasonable fee for its attorney in doing so. Any payment not made in full shall accrue interest at the rate of eighteen (18%) percent per annum from the date the exhibition was staged.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached Exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest

in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Fireworks by Santore, Inc.
Eric Larsen, Partner
18 Hargrove Grade, #105
Palm Coast, FL 32137

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein 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), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 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). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<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.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor 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 this Agreement.
- (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 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 Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 herein 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.

20. **Enforcement of Costs.** If any legal action 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 reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 termination of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. Verification of Employment Status Using E-Verify System

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is 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*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) 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 as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

- 26. No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

- 27. Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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 SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

FIREWORKS BY SANTORE, INC.

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: ORMOND BEACH AERIAL FIREWORKS DISPLAY

RFP NUMBER: 2021-15

RFP DUE DATE & TIME: April 21, 2021 at 2:00 pm

RFP OPENING LOCATION: Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: April 7, 2021 at 11:00 am

PRE-PROPOSAL MEETING LOCATION: Training Room at Ormond Beach City Hall

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Fireworks By Santore

PROPOSER'S MAILING ADDRESS: 18 Hargrove Grade Unit 105

CITY-STATE-ZIP: Palm Coast, FL 32137

F.E.I.N. : 59-3423412

PHONE NUMBER: 386.246.4370

FAX NUMBER: _____

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal 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 Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer 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 Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

Eric Larsen

NAME (TYPED)

Partner

TITLE

04.09.2021

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 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.

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 30 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 RESPONSES: All submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP 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 Submittal will be furnished in writing to all prospective Submitters. 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/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals 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.

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 Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor'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 Contractor, 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 Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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.

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, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174.
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The contract could be terminated at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. INTRODUCTION

The City of Ormond Beach is soliciting proposals from qualified fireworks display operators for the annual display of aerial fireworks to be conducted on Independence Day 2021. The fireworks display is to be held each year ¼ mile south of the Granada Bridge, from no less than a 30' x 110' barge located in the Halifax River beginning at sharply 9:30 p.m. and continuing for no less than twenty (20) minutes with no period of time from opening to finale where there is not a display in the air. The total cost of display is limited to \$52,000, including barge, permitting and necessary items related to a successful event. The Contractor shall supply, for the dollar amount stipulated, musical accompaniment, all fireworks, equipment, and personnel necessary to provide aerial fireworks display as outlined in their Details of Proposed Display, and in accordance with the Procedures for Fireworks Display.

To be considered, the proposal must be received by the, Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida, 32174, on or before **April 21, 2021 at 2:00 P.M.** Responses shall be submitted in sealed envelopes and clearly identified as "ORMOND BEACH AERIAL FIREWORKS DISPLAY" and reference RFP No. 2021-15 on the outside of the envelope. All proposals received after the specified time and date will not be accepted. The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

General

It is the intent of the City of Ormond Beach, Florida to award a contract to the successful bidder of this request for proposals to provide the annual aerial The Independence Day fireworks display. The awarded firm shall furnish all labor, materials, equipment and services in accordance with, but not limited to, the guidelines in the Scope of Work.

Background

The City of Ormond Beach is a Florida Municipal Corporation, which operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager. The City provides a comprehensive array of services including police,

fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, a solid waste utility and a municipal airport.

The City of Ormond Beach is located in Volusia County, along the Atlantic coast of Florida. The City has an estimated population of 43,500 living within an area of approximately 36 square miles.

The City of Ormond Beach produces a (4) hour Independence Day Celebration on July 4th annually. The celebration consists of bands, food vendors, children's activities and no less than a (20) minute aerial fireworks display showcasing the parks surrounding the Granada Bridge. An estimated 40,000 event goers take part in this annual tradition.

Scope of Work to be Performed

The City of Ormond Beach is requesting proposals for the purpose of providing a Fourth of July Aerial Fireworks Display ("Program") on July 4, 2021, July 4, 2022, July 4, 2023, July 4, 2024 and July 4, 2025. The City's needs are outlined in the following Request for Proposal ("RFP"). The selected firm will be issued an initial two (2) year contract for services with possible extensions as outlined in the agreement. This agreement is not anticipated to exceed July 4, 2025.

It is expected that the vendor(s) will satisfy the following requirements:

1. Produce a digital musical program for broadcast to synchronize for the entire display.
2. Provide, deliver and secure fireworks to the designated point of fire area.
3. Provide sufficient staff to set-up and fire display.
 - a. The pyro-technicians shall be certified and experienced in major electronically fired shows and in the handling, transporting and discharge of fireworks.
 - b. Provide a barge and tug company consisting of no less than a 30'x 110' with tug and crew for the duration of the event.
 - c. Display shall begin promptly at 9:30pm local time.
4. Provide an on-site inventory check of shells with assigned City staff at 10:00am. All fireworks packages shall be clearly labeled as to size, Type, quantity and country of origin.
5. Provide the shooter with a working cellular phone, and provide the designated City personnel with the cellular phone number.
6. Provide to the designated City staff on the day before the event, prior to inventory check, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.
7. Provide to the City, as early as possible, but no less than three (3) weeks prior to the event, a copy of all applicable permits (Fire, Coast Guard, local, state). Provide compliance with all state and local requirements.

8. Provide to the City a copy of the approved fireworks permit submitted to the Fire Prevention Department, as early as possible, but no less than three (3) weeks prior to the event.
9. Allow total access of contractor operations to the City of Ormond Beach Fire/Police and Leisure Services Departments at all times on the day of the display.
10. Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.
11. Provide any and all other equipment required to provide fireworks display in accordance with RFP specifications shall be provided by the Contractor.

III. TERM OF AGREEMENT

The initial term of this contract shall be for a two (2) year agreement with a three (3) year renewal option. The term shall begin July 1 and conclude July 5 to permit for installation, execution and removal of the show. All terms and conditions shall remain firm for the initial two (2) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding. The City of Ormond Beach reserves the right to terminate this agreement, with or without cause, with thirty (30) days notification.

IV. PROPOSAL REQUIREMENTS

Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

- a. Title Page: Title page marked, "Proposal for Ormond Beach Aerial Fireworks Display," the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
- c. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

- d. Profile of Proposer: State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.
- e. Technical Proposal: This detailed proposal should follow the order set forth in section C of this Request for Proposals.

V. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: Rob.Hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than **April 21, 2021 at 2:00 P.M**

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum.

Please direct written inquiries to:

Rob Hart
City of Ormond Beach 22
South Beach Street
Ormond Beach, Florida 32174 Telephone:
(386) 676-3223
FAX: (386) 676-3374
Rob.Hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: Submit one (1) signed original of the complete proposal packet along with one

(1) electronic fully complete copy in pdf format on either a CD or thumb drive, by the closing date and time. Both versions must be included in the sealed envelope. Submit proposals to: Rob Hart, Purchasing Coordinator, City Hall downstairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

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 RFP 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 RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

C. Technical Proposal

General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the fireworks display services of the City of Ormond Beach in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

a. Independence

The firm should provide an affirmative statement that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The firm should provide an affirmative statement that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor should certify to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer

or employee of the City of Ormond

Beach, Florida. It is expressly agreed by the firm that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

b. Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

c. The ranking of the proposals shall be based on the Agency's response to the following criteria:

1. Experience/Qualifications/References Weight: 40%
2. Proposed Aerial Display: Qty/Size/Type of Shells Weight: 60%

VI. QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents. This section will be scored on the following criteria:

- a. Each proposal should include an Executive Summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Proposer's case as to why such Proposer should be selected as the City's Aerial Fireworks Display provider.

- b. List those persons who will have the lead in administering the contract, proposed on site technicians, and those who will assist the pyro-technicians during the set-up and show. List name, title or position, and specific duties.
- c. Background of your firm including number of years in business, number of personnel, and other pertinent information.
- d. Resumes of the primary principals of your company.
- e. Performance of other fireworks displays shows, including safety records. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of a fireworks display.
- f. Prior failure (if any) to perform awarded contract.
- g. Within the past five years, if your company has been cited by any local, state or federal agencies for violations involving safety procedures, please describe the details and outcome, including the agencies name and contact number.
- h. References – a minimum of five (5) current (within the last three years) trade/business references including complete and current addresses, contact person(s), telephone and fax numbers, and length of contract.

Proposed Aerial Display

Proposer shall provide details of their proposed July 4th aerial fireworks display. The Proposer shall provide what each section of the program will consist of – the number of shells, size, and length of time. Each shell shall be described, including name, height of firing, color(s), size, sound effect, etc. The show must include opening, main body, and grand finale sequences. It is essential that the following information be included in the submitted proposal:

- a. **Opening, Main Body, Grand Finale (\$52,000 maximum)**
 - *Provide for **each** sequence of the display*
 - General description
 - Description of shells proposed
 - Size and number of shells
 - Total number of shells
 - Time duration
 - Barge Rental
- b. **Total Display Recap**

- Total number of shells by each size
- Total duration of display.
- Total cost of display (*not to exceed \$52,000*)
- Describe any proposed expanded display in details to include any additional shells and/or changes to shells for basic display.
- Cost relative renting and operating the barge.
- Describe details of any changes to time duration for each sequence of the display and total time duration. Please note; a significant display must be in the air from start to finish.

Information and Descriptive Literature

Proposer must submit for evaluation cuts, sketches, videotape, descriptive literature/brochures and technical specifications covering the products offered. Reference literature submitted with a previous proposal or on file with the City will not satisfy this provision.

Action Plan

A detailed, concise action plan for delivery, inventory, communication with staff, set-up, display, clean-up of area and disposal of defective, damaged or unsafe shells. Include safety procedures.

Display Price Adjustments

- a. Proposer shall outline in his/her proposal what cost adjustments would be made to the contracted price of the fireworks display if the City were to encounter various difficulties with contract performance such as, but not limited to:
 - Shells, which are not used because of damage, defective firing or other causes.
 - Start of show significantly delayed by **Contractor** (10 minutes or more) or a time break in the show (dead air time).

Please be specific as to how adjustment(s) would be computed. If desired, Proposer may provide examples of adjustments. NOTE: If there is a delay in the show start or a break in the show due to WEATHER conditions, no adjustment will be expected for that delay or break. The City shall still require an adjustment for damaged or un-shot shells, even if there was a weather delay.

- b. In the event the show is completely canceled due to weather conditions, (as determined by City personnel) the City reserves the right to reschedule or to completely cancel the display. Proposer is

to outline in the proposal what price, if any, Proposer may charge if show is completely cancelled due to weather conditions.

Exceptions

Incorporation in a proposal of exceptions to any portion(s) of the RFP specifications may invalidate the proposal. Exceptions to the specifications and conditions shall be clearly and specifically noted in the Proposer's RFP on a separate sheet marked **"EXCEPTIONS TO THE SPECIFICATIONS"** and this sheet shall be attached to the proposal. The use of Proposer's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the RFP documents.

Identification of Anticipated Potential Problems

The proposal should identify and describe any anticipated potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City of Ormond Beach

Agency's Terms and Conditions

Agencies must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City. Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City and the selected Agency and shall not be deemed an opportunity to amend the proposal. Agencies may attach other materials that they feel may improve the quality of their responses. However, these materials should be identified as a supplement to their submittal.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

1. Experience/Qualifications/References Weight: 40%
2. Proposed Aerial Display: Qty/Size/Type of Shells Weight: 60%

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.

Request that Proposer(s) furnish additional information as the City may reasonably require.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

Limit and/or determine the actual contract services to be included in a contract.

Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.

Obtain information for use in evaluating submittals from any source.

Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

The City shall be the sole judge of the proposer's qualifications.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS 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.

Risk Management and Insurance Requirements

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 - \$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 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.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
ORMOND BEACH AERIAL FIREWORKS DISPLAY
(RFP No. 2021-15)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the 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 information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal 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; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Fireworks By Santore

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 18 Hargrove Grade Unit 105 Palm Coast, FL 32137

PHONE NO.: 386.246.4370

FAX NO.: _____

SUBMITTER'S NAME: Eric Larsen

(Typed or Printed in Ink)

TITLE: Partner

AUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
ORMOND BEACH AERIAL FIREWORKS DISPLAY
(RFP No. 2021-15)**

CITY OF ORMOND BEACH, FLORIDA

**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.

Fireworks By Santore

COMPANY NAME

AUTHORIZED SIGNATURE

Eric Larsen

NAME (PRINT OR TYPE)

Partner

TITLE

04/09/2021

DATE

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
ORMOND BEACH AERIAL FIREWORKS DISPLAY
(RFP No. 2021-15)**

**CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: 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.

Fireworks By Santore

Company Name



Authorized Signature

Eric Larsen

Print Name

Partner

Title

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Aerial Fireworks Display
(RFP No. 2021-15)

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.

Fireworks By Santore	
COMPANY NAME	
AUTHORIZED SIGNATURE	Eric Larsen
NAME	Partner
TITLE	04.09.2021
DATE	

Fireworks By

Exhibit **7.B.b**

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

City of Ormond Beach Aerial Fireworks Display

**Fireworks By Santore
18 Hargrove Grade Unit 105
Palm Coast, FL 32137**

Prepared by:
Eric Larsen
386.246.4370 office 407.694.5895 cell

Date prepared: April 9, 2021

Fireworks By SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

April 9, 2021

City of Ormond Beach 22
South Beach Street
Ormond Beach, FL 32174

Fireworks by Santore is excited to submit a proposal for the City of Ormond Beach Aerial Fireworks Display. Fireworks By Santore have been a part of the Ormond Beach community since 1974. We've been producing the Ormond Beach July 4th Fireworks Celebration for over 45 years. We operate World-Wide from our office in Flagler County, still taking pride in producing our hometown show. There is no company in the world that has more experience working in the State of Florida. We have continually produced multiple shows in Volusia, Flagler, St. John's and Orange County for more than 35 consecutive years, we have produced the Sawgrass Country Club July 4th display for 63 Years! The State of Florida is not the easiest State to produce July 4th displays, we understand the heat, humidity and rain. We understand navigating the Halifax River and what equipment is needed to get to where we need to be and on time.

With our long experience producing Ormond Beach July 4th, we feel we are more than qualified to produce a world class spectacular fireworks display. The following proposal will outline all state and local permits, a **five** million dollar certificate of insurance, shipping, labor and workman's compensation, product, design, choreography, and post-show clean up. Everything required to produce a spectacular display from concept to clean up!

Please contact me if you have any questions.

Thank you for the opportunity to be of service.

Sincerely,

Eric Larsen
Partner
Fireworks by Santore, Inc.

www.fireworksbysantore.com
www.facebook.com/FireworksBySantore

Fireworks By

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

July 4, 2021 – City of Ormond Beach Aerial Fireworks Display

Company Profile

Fireworks by Santore, has been in business continuously for over 124 years, providing high-quality pyrotechnic entertainment. The Santore family takes pride in supplying the best entertainment value and the highest in safety for both our customers and our technicians.

Based in Palm Coast, Florida, Fireworks by Santore has both storage and manufacturing capabilities to make certain each show contains material that is optimum for the customer's theme and location. We can supply stock materials to fit a budget, and we manufacture custom effects on demand for customers with special needs.

Throughout our history we have produced large aerial displays, and have over forty years' experience producing displays with musical accompaniment. We have our own in-house music editing facilities with the capability to produce custom musical scores from commercially available music.

Santore's crews are highly qualified with both experience and artistic ability. Our staff is able to design, set up, manage, and fire displays with the utmost in safety and professionalism. We utilize state of the art digital firing systems and have an extensive background of firing from multiple locations.

Santore routinely produces displays ranging in price from \$3500.00 to \$250,000.00. We supply turn-key shows and pre-packaged materials for numerous theme parks in the United States. Our products are used in many sports and musical venues. We have the expertise to maximize entertainment value for your pyrotechnic budget.

Fireworks by Santore will provide you with the best fireworks display you can purchase. Our skilled and artful technicians will give you the best service and the safest display available anywhere.

Your satisfaction is guaranteed.

Design

Our design team has over 100 years combined experience producing large-scale fireworks productions. Lead by renowned designer Eric Larsen whose accomplishments include Major Theme Park Show Designs, NFL Halftime Production Designs, Super Bowl Productions, Nascar Race Productions and thousands of Pyromusical Displays.

For an additional fee, Fireworks by Santore utilizes ShowSim 3D™ design software allowing us to provide our clients a realistic preview of your pyromusical display. Regardless of budget our team custom design each display to ensure a unique experience for your audience.

Products

Santore displays feature products from around the world including but not limited to Japan, China, Spain, Italy and Australia. Utilizing a blend of imported products in combination with Santore products manufactured in our US facility enables us to produce the most entertaining fireworks displays available anywhere.

Safety / Compliance

Safety is our first priority! We follow all Federal, State and Local regulations, our technicians are highly skilled and receive ongoing training. All members of our staff are continuously drug tested and receive Federal (FBI) background screening and are all cleared by Alcohol, Tobacco and Firearms (ATF) to handle explosive materials. NFPA 1123, 1124 and 1126 standards are strictly followed.

Fireworks by Santore has an excellent safety record, in part this is due to our careful selection of the finest products, highly trained technicians and understanding our limitations. We will never offer our services unless we are positive we have the resources to provide a Safe Spectacular Display!

We invite you to explore our safety record and compare us to other companies.

Fireworks by Santore has no current or recent claims or litigation issues.

Similar Contracts and Clients

Fireworks by Santore has provided displays for thousands of clients, several are listed below, many more available upon request.

World Golf Village / PGA Productions	Exclusive Pyrotechnics Provider – 23 years
Sawgrass Country Club	Exclusive Pyrotechnics Provider – 63 years
City of St. Augustine, July 4 th Celebration	Exclusive Pyrotechnics Provider – 28 years
City of Ormond Beach, July 4 th Celebration	Exclusive Pyrotechnics Provider – 45 years
City of Port Orange, July 4 th Celebration	Exclusive Pyrotechnics Provider – 27 years
Daytona International Speedway, "Daytona 500"	Exclusive Pyrotechnics Provider – 25 years
Daytona International Speedway, "Daytona 400"	Exclusive Pyrotechnics Provider – 22 years
Hello Florida	Exclusive Pyrotechnics Provider – 20 years
Ginn Properties, USA	Exclusive Pyrotechnics Provider – 12 years
Jacksonville Suns AAA Baseball	Exclusive Pyrotechnics Provider – 23 years
Grande Lakes Resort Orlando	Exclusive Pyrotechnics Provider – 16 years

Paul Williamson – City of St. Augustine Public Affairs Director – 905.825.1004 – 28 years of service
(Paul retired in 2019, 2020 was canceled due to Covid, Kim Mayo is our new contact)

Megan Driscoll – Daytona International Speedway Senior Consumer Marketing – 386.681.6693 – 25 years of service

Herb Cain – World Golf Foundation, Inc. Director, Facilities – 904.940.4108 – 23 years of service

Colin Mills – Grande Lakes Resort Director of Food & Beverage – 407.206.2300 – 16 years of service

Kelly Callihan – City of Davenport City Manager – 863.307.7747 – 5 years of service

Environmental Commitment

Fireworks by Santore strongly believes in the importance of protecting our environment. We have established practices that allow us to recycle many of the materials required to produce your display. We carefully inspect all the products we use to make sure they contain only environmentally friendly components and produce minimal debris.



Staff

Our highly trained technicians are our most valuable asset. Many have been producing displays for over 20 years and have experience working throughout the entertainment industry. Our technicians are customer friendly, they will arrive on schedule, work closely with fire inspectors, communicate with your representatives and will come equipped with everything required to produce your display.

Management*Anthony Santore Jr – President / CEO*

28 years of experience manufacturing and displaying indoor, close proximity and aerial pyrotechnics.

Eric Larsen – Designer / Partner

33 years of experience designing and producing all types of pyrotechnics and special effect displays.

Nick Sieffert– General Manager

17 years of experience producing all types of pyrotechnics/special effects and aerial firework displays.

Gary Delia – Event Producer

55 years of experience manufacturing and displaying indoor, close proximity and aerial pyrotechnics.

Cindy Guldenschuh – Office Manager

25 years of experience scheduling, permitting, ATF filing, DOT filing and Insurance.



Proposal

Your display will include a wide selection of the finest effects available, our designer will sequence your display in segments designed to highlight and contrast effects, including but not limited to:

Chrysanthemums	Heart Patterns	Titanium Salutes	Fanned Multi Comet
Peonies	Star Patterns	Silver Screaming	Aerial Mines
Twinkling Strobes	Jelly Fish Patterns	Emperor Crown	Crackling Willows
Palm Trees	Triple Rings	Crystal Cascade	Popping Brocade
Dahlias	Jupiter Patterns	Pixie Dust Willow	Octopus
Brilliant Brocade	Brilliant Waterfall	Twilight Glitter	Brilliant Silver
Scattering Stars	U S A Patterns	Spiral Patterns	Magnesium Comets
Diadem Kamuro	Multi-Color Floral	Sky Lanterns	Sky Flares
Falling Leaves	Crossettes	Smiley Face Patterns	Square Patterns
Swarming Bees	Kaleidoscope	Magnesium Mines	Strobe Flares
Thunder Mines	Multi-Salutes	Sparkling Fountains	High Altitude Mines

Layering - We will 'tier' effects of different sizes one atop another in the sky to create patterns of an artistically pleasing arrangement.

Colors - We will choose colors that will produce visual harmony and/or sharp visual contrasts, as required by the script and your artistic needs.

Noise - We will augment the color and visual effects with crowd-pleasing noise effects as necessary. We will use noise heavily in the finale segments to build excitement.

Fireworks by Santore will design to a mutually agreed upon soundtrack, the display will be fired using a state of the art digital firing system (FireOne), from a 30' x 110' steel barge, towed by a professional towing company and crew. The towing company will be in place by no later than 12pm on July 4th. The display will consist of premium aerial display fireworks that have been custom designed and manufactured for Fireworks by Santore.

Weather

In the event weather delays the performance. Once the weather clears and Ormond Beach determines it is safe to move forward, Fireworks by Santore will inspect the display and give an all clear to start the display. If bad weather starts during the firing of the display, Fireworks by Santore will continue to fire the display. Stopping will not be an option as the crew will never have time to safely recover the display. Weather is an act of god and Fireworks by Santore will not be responsible for any refund for products not fired due to weather. If the display is postponed due to weather, City of Ormond Beach will be responsible for all cost associated with the delay. Some of the cost could include, barge rental fees, security, boat transportation, additional crew fees for firing of the display on a different day.

Unfired Display Fireworks

In the event fireworks do not fire during the display, Fireworks by Santore will refund up to \$750 dollars per minute of no fireworks being launched.

Display

The show will consist of an opening, body and grand finale. The display will be choreographed to music and will follow the flow of the soundtrack, if the music is soft, the fireworks will be soft to follow, upbeat, more intense fireworks, patriotic, the colors will be patriotic, all growing to an intense finale. Products will range from 1" to 10" in diameter.

Opening 0:00 to 2:00

5 – 1" multi shot repeaters - 150 – 2.5" aerial display shells - 100 – 3" aerial display shells – 75 – 4" aerial display shells
30 – 5" aerial display shells - 15 – 6" aerial display shells - 2 – 8" aerial display shells

Main Body 2:00 to 18:00

25 – 1" multi shot repeaters - 250 – 3" aerial display shells - 450 – 4" aerial display shells - 325 – 5" aerial display shells
150 – 6" aerial display fireworks - 15 – 8" aerial display shells – 8 – 10" aerial display shells

Grand Finale 18:00 to 20:00

10 – 1" multi shot repeaters - 900 – 3" aerial display shells - 225 – 4" aerial display shells - 125 – 5" aerial display shells
75 – 6" aerial display fireworks - 6 – 8" aerial display shells – 4 – 10" aerial display shells

Cost

Fireworks by Santore will produce a 20-minute pyromusical for \$32,000.00. City of Ormond Beach will have an option to lock this price in for 2021 and 2022. A 10% increase will be required for 2023/2024 and another 5% increase for 2025. Fireworks by Santore will not be locked into barge cost for any years other than 2021. The current barge cost for 2021 is \$20,000.00. If a multi-year contract is agreed upon, barge cost will be quoted yearly separately from the display cost.

\$32,000.00 – 20 Minute PyroMusical Display

\$20,000.00 – Barge Rental Cost

\$52,000.00 - Total

Inclusive Turn Key Pricing

Fireworks by Santore has no "hidden" costs. The price you pay covers everything necessary to produce your fireworks display, except for your own advertising and event preparations. Your display price includes the following:

- All shipping costs for fireworks, equipment, and tools. Including removal of any unused pyrotechnics.
- Premiere custom show design.
- All travel costs for our display personnel
- All product (fireworks / pyrotechnics)
- All materials/ equipment
- All required rental equipment and consumable materials
- All safety / PPE – as required under NFPA 1123
- N.F.P.A. approved mortars / racks
- All electronic firing equipment
- All required insurance certificates.
- All permits conforming with all regulations required by the N.F.P.A., Flagler County, FL, City of Palm Coast, FL, B.A.T.F.E., F.A.A., D.O.T., and any other Municipal, State or Federal law or regulation.
- Scrupulous post show clean-up

We thank you for considering us and look forward to providing the finest pyrotechnics products and services available anywhere!

Please feel free to contact me with any questions:

Eric Larsen
Partner / Designer
Fireworks by Santore, Inc.
407.694.5895
Eric@fireworksby Santore.com



Certificate of Insurance

25828

Issue Date: 4/13/2021

PRODUCER
Professional Program Insurance Brokerage
371 Bel Marin Keys Blvd., Suite #220
Novato, California 94949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Fireworks by Santore, Inc. and Evolution Pyrotechnics Manufacturing, Inc.
PO Box 22775
Billings, MT 59104

INSURER A: Underwriter's at Lloyd's, London

INSURER B:

INSURER C:

INSURER D:

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/20-0174	9/15/2020	9/15/2021	EACH ACCIDENT	\$5,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$5,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder is additional insured as respects the following:

Date(s) of Display:	7/4/2021
Location:	Barge on the Waterway
Additional Insured:	City of Ormond Beach
Rain Date(s):	
Type of Display:	Aerial Fireworks Display

CERTIFICATE HOLDER

City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



RFP Evaluation Summary

Project: **Aerial Fireworks Display**

RFP Number: 2021-15

Date & Time: **April 26th, 2021 10:00am**

The RFP's were scored on the following criteria:

Experience/Qualifications (40%)

Proposed Aerial Display (Qty/Size/ Type of Shells) (60%)

Summary													
Firm	Byle	Sibley	Berglund	Experience/Qualifications (40%) 120 max	Byle	Sibley	Berglund	Proposed Aerial Display (Qty/Size/ Type of Shells) (60%) 180max	Byle	Sibley	Berglund	Total 300 max	Rank
Exposhow's	35	30	30	95	32	30	50	112	67	60	80	207	2
Santore	40	40	40	120	48	55	60	163	88	95	100	283	1


Rob Hart
Purchasing Coordinator


Chris Byle
Assistant Finance Director


Stefan Sibley
Assistant Leisure Services Director


Cindy Berglund
Building Division Permit Manager



City of Ormond Beach
RFP TABULATION
Ormond Beach Aerial Fireworks Display
RFP No. 2021-15

RFP Opening Date: April 21, 2021

Time: 2:00 P.M.

The Following Companies Submitted Proposals:

Expo Shows Inc.
 Spantore Inc.

Opened By: _____

Title: _____

Purchasing Coordinator

Tabulated By: _____

Title: _____

MS Stout
 LS Director



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: June 1, 2021

Subject: Doug Thomas Way Extension

Commission Goal: N/A

Introduction

This is a request to award a work authorization to Upham, Inc. for design services for the extension of Doug Thomas Way at the City's Ormond Beach Sports Complex (OBSC).

Background

This project will extend Doug Thomas Way approximately 2,150 feet from the existing entrance at Harmony Avenue east to Hull Road. The proposed road will wrap behind fields 9 through 12.

The extended roadway will improve access, as well as allow visitors to access all of the amenities within the park without leaving the park. The proposed roadway will also provide a continuous loop road within the sport complex facility that will allow bikers, walkers, and joggers to exercise within the confines of the park.

Discussion

Staff has developed a scope of work and negotiated a proposal from Upham, Inc. (Upham) for this project. Upham was pre-qualified, in the category of Civil Engineering services through the RFP process when the City selected professional service providers for its continuing contracts [as provided by Fla. Stat. Sec. 287.055(2) (g)]. Along with the scope of work, staff has negotiated a professional services fee of \$88,800. The scope of work includes survey, design, permitting including wetland delineation, and bidding assistance.

Budget Impact

The project was included in the prior year budget of Fund 308-Transportation. If the

award is approved, a budget amendment will be required to reappropriate the funding with the current fiscal year.

Citizen Impact

This project will improve the functionality of the park and provide improved traffic flow.

Recommendation

Staff recommends award of the work authorization for the Doug Thomas Way Extension project to Upham Inc., in the amount of \$88,800.

Attachments:

- 21-94 Doug Thomas Way Ext-Upham (P21-0057G) (PDF)
- Work Authorization (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/25/2021

RESOLUTION NO. 2021-94

A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR DESIGN SERVICES REGARDING THE DOUG THOMAS WAY EXTENSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and Upham, Inc., the appropriate City staff members have negotiated with Upham, Inc. to provide design services for the Doug Thomas Way extension project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$88,800.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Transportation Fund (308) for the Project and 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 proposal submitted by Upham, Inc. to perform the Project at a total cost not to exceed \$88,800.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Upham, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Transportation Fund (308).

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Upham, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Doug Thomas Way Extension - Design

Project Description: Professional engineering services for a topographic route survey, wetlands delineation, and civil design, permitting, and bidding services for the extension of Doug Thomas Way, as detailed in the attached proposal dated April 30, 2021.

Estimated Project Construction Cost: \$792,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Topographic Route Survey	Fixed Fee	\$10,870.00
Biological Sub-Consultant	Fixed Fee	\$6,000.00
Design/Construction Drawings	Fixed Fee	\$55,730.00
Bid Document Preparation	Fixed Fee	\$3,000.00
Permitting & Coordination	Fixed Fee	\$11,700.00
Permit Fees	Fixed Fee	\$1,500.00

Total Fee Authorized: **Not to Exceed** **\$88,800.00**

Funding Source: Transportation Fund (308)

Estimated Time for Completion: Seven Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
UPHAM, INC.

By: _____
Bill Partington
Mayor

By: _____
Roger W. Strcula, P.E., CPESC
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. 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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is 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. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. 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 as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



April 30, 2021

Mr. Alex Schumann, PE
Deputy City Engineer
Engineering Division
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: Professional Services Fee Agreement
Doug Thomas Way Extension (2,400± Lineal Feet)

Mr. Schumann:

Upham, Inc. hereafter referred to as ENGINEER, hereby provides its fee agreement per its continuing contract for professional surveying and engineering services to perform a topographic route survey, wetlands delineation and civil design and construction drawings for the Doug Thomas Way Extension to the City of Ormond Beach hereafter referred to as CLIENT. The approximate limits of the project area are indicated on Exhibit A. The scope of services to be performed by ENGINEER are as follows:

Topographic Route Survey: ENGINEER will perform a topographic route survey within the project limits of approximately 2,400 lineal feet in accordance with the requirements of the Standard of Practice pursuant to Section 472, Florida Statutes for surveys.

Determine and establish horizontal and vertical survey control monumentation tied to NVAD 1988 vertical datum and NAD 1983 state plane grid and establish four project horizontal and vertical control monuments. Determine from historical surveys and recorded documents to determine the boundary monumentation and line of the northerly parcels for purposes of referencing the topographic route survey to known boundary control. Establish a survey baseline tied into the survey control monuments and locate existing ground elevations at 100 ft intervals with 25' offsets including visible high and low points, visible horizontal improvements (curb, pavement surface, light poles, visible utility valves), top of any utility or drainage structures and pipe sizes and inverts, fences, ditch top of bank and toe of slope, delineated wetland points, locate horizontal and vertical underground utilities as field verified by City forces or others for type and size of utility. CLIENT will contact Sunshine 811 for subsurface franchise utility determination for ENGINEER to locate delineated points.

Perform digital aerial photographs of the project area utilizing ENGINEER's sUAV taken in different views and direct overhead view of project limits. Prepare topographic route survey drawing of surveyed information, describing surveyed features, spot elevations at a scale of 1-inch equals 20 feet. The survey drawing will be prepared in AutoCAD 2019 for incorporation into the roadway design and construction drawings. Separate topographic route survey drawings will not be prepared.

Biological: Employ Ecological Consulting Solutions, Inc. (ECS) as subconsultant to perform a wetlands determination and delineate wetland points from investigation and provide written summary and exhibit of delineated points. ECS will assist ENGINEER for permitting of the roadway improvements through SJRWMD by developing the required UMAM report for classification of the existing wetlands and offsetting mitigation due to the impacts. ECS will develop and prepare the permitting information for off-site bank mitigation for the credits needed. CLIENT will need to obtain the credits from the mitigation bank either from City land or private mitigation bank. ENGINEER will assist CLIENT as needed to secure credits for purposes of permitting through SJRWMD. It is assumed the existing ditch will not be classified as "Waters of the State", and we will not perform any permitting through the USACOE.

Doug Thomas Way Extension
 April 30, 2021
 Page Two

Engineering Design and Construction Drawings: ENGINEER will perform a site inspection of the existing conditions with CLIENT to observe any other constraints for consideration of the design and approximate route for the roadway. ENGINEER will coordinate with CLIENT's geotechnical Consultant to perform select soil borings of subsoil conditions and report of findings and recommendation at locations determined by ENGINEER.

Utilizing the topographic route survey drawing and geotechnical report provided by CLIENT, to determine the route and design for the roadway for a two lane rural 24 ft wide roadway with side swale drainage between the existing Doug Thomas Way and Hull Road and Holly Street including a driveway connection from the maintenance building to Hull Road. ENGINEER will consider the existing topography, water table elevations and any other site constraints for the location and grades of the roadway. Roadway pavement section will be in accordance with City of Ormond Beach specifications with a design speed no greater than 25 miles per hour.

Perform the stormwater design analysis based on the existing stormwater canal stormwater treatment system for the sports complex and airport. Design the roadway swales for collection and conveyance of the runoff into the ditch and pipe network. Design the culvert crossing for the pipe size consistent with the existing downstream culverts. Develop and prepare 40% construction drawings of plan and profile view for the roadway alignment and preliminary grades in DWG and PDF file format and submit to CLIENT for review and comment. Meet with CLIENT to discuss 40% construction drawings and receive comments to continue with final design and preparation of the construction drawings.

Prepare the 90% design and construction drawings in plan and profile view without cross sections for the roadway pavement section, drainage, pavement markings, connections to existing roadway at each end and the maintenance yard. The construction drawings will consist of the following sheets:

- Cover Sheet (1 sheet)
- Typical Section, Notes and Summary of Quantities (1 sheet)
- Overall Roadway and Drainage Plan (1 sheet)
- SWPPP and Erosion Control (2 sheets)
- Plan and Profile Sheets (6 sheets)
- Typical and Special Details (3 sheets)
- Pavement Markings and Signage (3 sheets)

It is estimated a total of 17 sheets at a scale of 1-inch equals 20 feet in plan view will be necessary. Submit 90% construction drawings in DWG and PDF file format to CLIENT for review and comment and prepare application and supporting calculations and documents and submit to SJRWMD for permitting approval. Respond to one set of review comments from SJRWMD to revise calculations, mitigation and construction drawings and resubmit. Meet with CLIENT to discuss 90% construction drawings and incorporate any revisions to address comments. ENGINEER will also prepare the FDEP Generic Permit application on-line for issuance of the NOI, CLIENT will need to execute the application with its PIN issued by FDEP.

Finalize the roadway and drainage design, construction drawings and CLIENT applicable subsections of Division 1 General Requirements and Division 2 Sitework Specifications for the bid specifications manual. Provide DWG and PDF files upon completion of quality control review of the construction drawings for the 100% bid construction documents and coordinate with CLIENT for its preparation of the bid package.

ENGINEER will coordinate with CLIENT for the off-site mitigation bank purchase of credits or available City banked land. The scope of services does not include creating a new mitigation area or preparation of easement sketch and legal exhibits.

Doug Thomas Way Extension
 April 30, 2021
 Page Three

Bidding Assistance: ENGINEER will assist with the bid preparation to provide the digital files to CLIENT for its bid advertisement, attend pre bid meeting to discuss project and answer any questions at the meeting, respond to RFIs that may occur prior to bid date, review bid quotes only for the purposes to determine if bidder has included all costs for construction of the improvements. ENGINEER will not review and prepare bid tabulation of the bidders for purposes of recommendation of award.

Services Not Included: Services not included are construction administration and observation, inspections and any other services or permitting not described in the fee agreement. This scope of work can be provided under a separate agreement at the time of construction.

Time and Fee: The professional services can be scheduled to commence with the topographic survey upon approval of the Work Authorization. The services can be complete in seven months considering the delays encountered due to Covid-19 over the past year.

The itemized professional fees to be performed for the scope of services is a Not to Exceed lump sum of \$88,800 per the following breakdown. A fee schedule is included as Exhibit B based on the ENGINEER's hourly rates per Exhibit C.

Topographic Route Survey	\$10,870.00
Biological Consultant	\$6,000.00
Design and Construction Drawings	\$55,730.00
Bid Document Preparation and Assistance	\$3,000.00
Permitting and Coordination	\$11,700.00
Permit Fees	\$1,500.00
Total Lump Sum Fee	\$88,800.00

Monthly invoices will be submitted with a description of the services performed based on a percentage of completion during the month. The fees include any direct reimbursable expenses for the project.

If acceptable, please provide the work authorization upon approval by the City Commission.

Sincerely,



Roger W. Strcula, PE, CPESC
 President

EXHIBIT A

APPROXIMATE LIMITS OF DOUG THOMAS WAY AND MAINTENANCE DRIVE

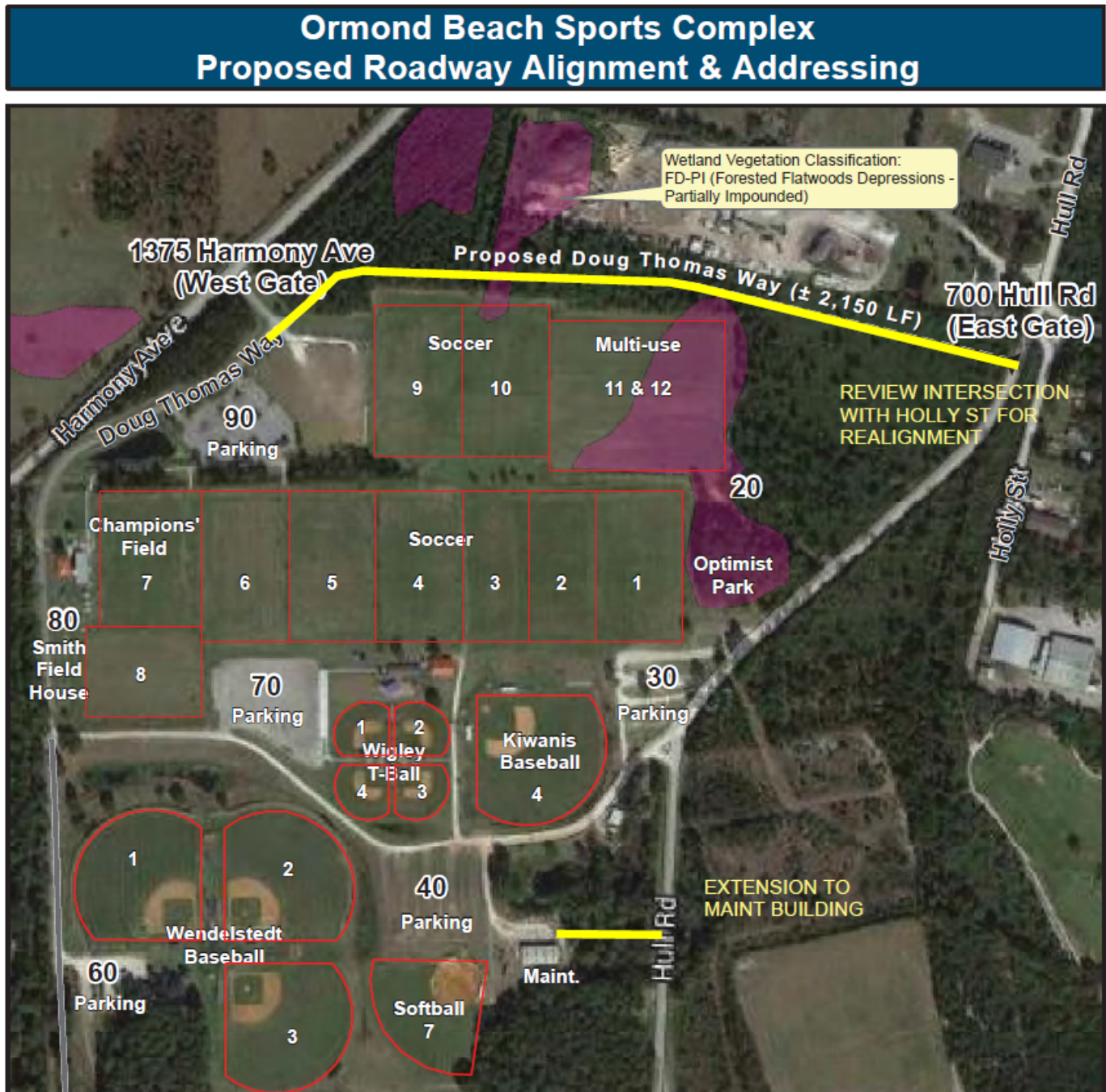


EXHIBIT B
Doug Thomas Way Extension
Fee Schedule

Topographic Route Survey	Hours	Rate	Total
Professional Surveyor	10.0 hr	\$124.00	\$1,240.00
Survey Crew	40.0 hr	\$140.00	\$5,600.00
CAD Technician I	60.0 hr	\$66.00	\$3,960.00
Direct Survey Expense			\$70.00
Subtotal			\$10,870.00
Biological	Hours	Rate	Total
Sr. Biologist	20.0 hr	\$110.00	\$2,200.00
Biologist	32.0 hr	\$80.00	\$2,560.00
CAD	20.0 hr	\$60.00	\$1,200.00
Direct Expense			\$40.00
Subtotal			\$6,000.00
Design and Construction Drawings	Hours	Rate	Total
Principal Professional Engineer	27.0 hr	\$230.00	\$6,210.00
Professional Engineer II	60.0 hr	\$170.00	\$10,200.00
Civil Engineer II	135.0 hr	\$108.00	\$14,580.00
Civil Engineer I	26.0 hr	\$90.00	\$2,340.00
CAD Technician II	265.0 hr	\$82.00	\$21,730.00
Administrative	10.0 hr	\$52.00	\$520.00
Direct Expense			\$150.00
Subtotal			\$55,730.00
Bid Preparation and Assistance	Hours	Rate	Total
Principal Professional Engineer	4.0 hr	\$230.00	\$920.00
Professional Engineer II	8.0 hr	\$170.00	\$1,360.00
Civil Engineer I	8.0 hr	\$90.00	\$720.00
Subtotal			\$3,000.00
Permitting and Coordination	Hours	Rate	Total
Principal Professional Engineer	4.0 hr	\$230.00	\$920.00
Professional Engineer II	20.0 hr	\$170.00	\$3,400.00
Civil Engineer II	25.0 hr	\$108.00	\$2,700.00
Civil Engineer I	16.0 hr	\$90.00	\$1,440.00
CAD Technician II	35.0 hr	\$82.00	\$2,870.00
Direct Expense			\$370.00
Subtotal			\$11,700.00
Permit Fees			\$1,500.00
Total Fee			\$88,800.00

EXHIBIT "C"
UPHAM, INC. 2021 STANDARD RATES SCHEDULE
STANDARD HOURLY RATES

Principal Engineer	\$230.00/hr	Inspector	\$66.00/hr
Expert Witness PE / PSM (4 Hour Minimum)	\$350.00/hr	sUAV Remote Pilot	\$76.00/hr
Professional Engineer II	\$170.00/hr	Development Manager	\$82.00/hr
Project Manager / Professional Engineer I	\$140.00/hr	CAD Survey / Engineer Design Technician II	\$82.00/hr
Civil Engineer II	\$108.00/hr	CAD Survey / Engineer Technician I	\$66.00/hr
Civil Engineer I / Surveyor I	\$90.00/hr	Clerical / Administrative	\$52.00/hr
Professional Surveyor and Mapper	\$124.00/hr	Senior Biologist	\$110.00/hr
Survey Crew (3 Man)	\$196.00/hr	Biologist	\$80.00/hr
Survey Crew (2 Man)	\$140.00/hr	Biologist CAD Technician	\$60.00/hr
Surveyor II / Survey Crew (1 Man)	\$110.00/hr		
Registered Landscape Architect	\$100.00/hr		

Size	Color Plot	Bond Plot	Vellum Plot	Mylar Plot	Bond Print	Vellum Print	Mylar Print
8½ x 11	\$0.30	\$0.25	\$4.00	----	\$0.15	\$0.25	----
8½ x 14	\$0.30	\$0.25	\$4.00	----	\$0.15	\$0.25	----
11 x 17	\$0.75	\$0.50	\$7.00	\$9.00	\$0.25	\$0.50	----
12 x 18	\$1.50	\$1.25	\$12.00	\$14.00	\$1.25	\$2.00	----
18 x 24	\$1.50	\$1.25	\$14.00	\$16.00	\$1.50	\$4.00	\$12.00
24 x 36	\$18.00	\$12.00	\$16.00	\$20.00	\$2.00	\$4.00	\$18.00
30 x 42	\$26.25	\$16.00	\$22.00	\$28.00	\$3.00	\$6.00	\$27.00
34 x 44	\$31.00	\$20.00	\$26.00	\$32.00	\$3.00	\$7.00	\$36.00
36 x 48	\$36.00	\$22.00	\$30.00	\$36.00	\$4.00	\$8.00	\$36.00
36 x LF	\$9.00/LF	\$5.50/LF	\$7.50/LF	\$9.00/LF	\$1.00/LF	\$2.00/LF	\$9.00/LF

MISCELLANEOUS

Mileage.....IRS Rate
Postage.....Actual Cost
Long Distance Phone.....Actual Cost

Concrete Monuments..... \$20.00 each
Individual Survey Drawings:
24 x 36 \$7.00 each
8 ½ x 11 or 11 x 17..... \$4.00 each



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: June 1, 2021
Subject: 1 Willow Oak Trail Partial Easement Release

Commission Goal: Community Development - Other

Introduction

This is a request submitted by Mark Haack, property owner of 1 Willow Oak Trail, for a partial 5-foot utility easement release, of 39 square feet, on the south side of the property. This request is being made in order to construct a pool enclosure over an existing pool and pool deck in the interior side yard.

Background

The subject property is part of The Trails Unit 9 subdivision and is 25,610± square feet in size. The lot is conforming to the R-2 (Single-Family Low Density) zoning district of the Land Development Code. As part of the plat recorded in 1978, there is a five (5') foot utility easement along the south lot line of the property. The property owners are requesting a portion of the five (5') foot utility easement be vacated to construct a pool screen enclosure over an existing pool and pool deck, along the interior side property line.

Discussion

All other easements along the property's boundaries would be maintained, if the requested utility easement vacation were approved. As part of the easement release request, the property owner has provided letters of no objection from the potentially affected utility providers including FPL, Spectrum (Charter Communications), TECO, and AT&T. Additionally, the City's Site Plan Review Committee has reviewed the proposed easement vacation and has no objections to the request. In summary, there are no objections to the requested partial easement vacation.

Budget Impact

There is no budget impact to this request.

Citizen Impact

There are no citizen impacts associated with this request.

Recommendation

It is recommended that the City Commission **APPROVE** a partial utility easement release of 0.71', totaling 39 square feet, on the south side of the property located at 1 Willow Oak Trail, to allow the construction of a new pool screen enclosure over an existing pool and pool deck.

Attachments:

- 21-95 PARTIAL UTILITY EASEMENT RELEASE - 1 Willow Oak (P21-0061G) (PDF)
- QUITCLAIM DEED PARTIAL UTILITY EASEMENT RELEASE WITH EXHIBIT (PDF)
- Location Map (PDF)
- 05.11.2021, Utilities Letters (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/6/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/25/2021

RESOLUTION NO. 2021-95

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF MARK AND JENNIFER HAACK RELEASING A PORTION OF A FIVE-FOOT (5.0') UTILITY EASEMENT LOCATED ALONG THE SOUTH INTERIOR SIDE YARD PROPERTY LINE OF LOT 289, TRAILS SUBDIVISION, UNIT 9 (1 WILLOW OAK TRAIL); PROVIDING FOR RECORDATION; 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 that Quitclaim Deed in favor of Mark and Jennifer Haack, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing a portion of a five-foot (5.0') utility easement along the south interior side yard of the property described therein for utility purposes, said property being commonly located at 1 Willow Oak Trail, Volusia County Parcel ID Number 4220-11-00-2890.

SECTION TWO. The City Clerk is hereby directed to record a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of June 2021, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 (“the Grantor”), to **MARK AND JENNIFER HAACK**, whose post office address is 1 Willow Oak Trail, Ormond Beach, Florida 32174 (“the Grantee”):

WHEREAS, the Grantee is the owner of certain land by virtue of that Warranty Deed dated September 1, 2020 and recorded at Book 7905, Page 2256 of the Public Records of Volusia County, Florida, said land being legally described within as follows: "LOT 289, THE TRAILS SUBDIVISION, UNIT 9, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 84, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA."

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to a portion of the five-foot (5.0') utility easement along the south interior side yard on a portion of that real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (1 Willow Oak Trail, Ormond Beach, Volusia County, Florida [Parcel ID # 4220-11-00-2890]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY FOR A PORTION OF THE FIVE (5') FOOT UTILITY EASEMENT ALONG THE SOUTH INTERIOR SIDE YARD.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

CITY OF ORMOND BEACH, a Florida municipal
corporation

Print Name: _____

By: _____
BILL PARTINGTON, Mayor
22 South Beach Street
Ormond Beach, FL 32174

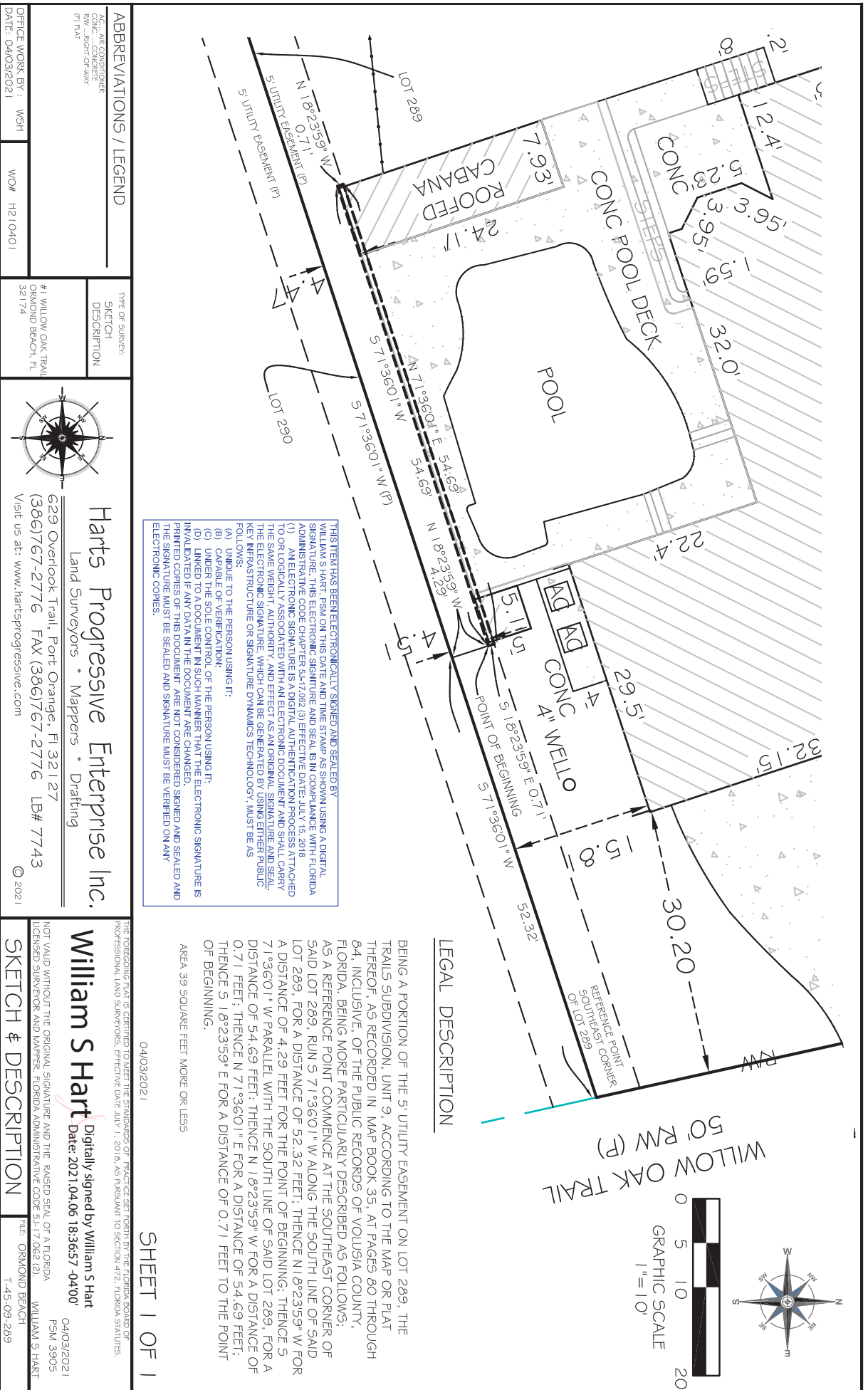
Print Name: _____

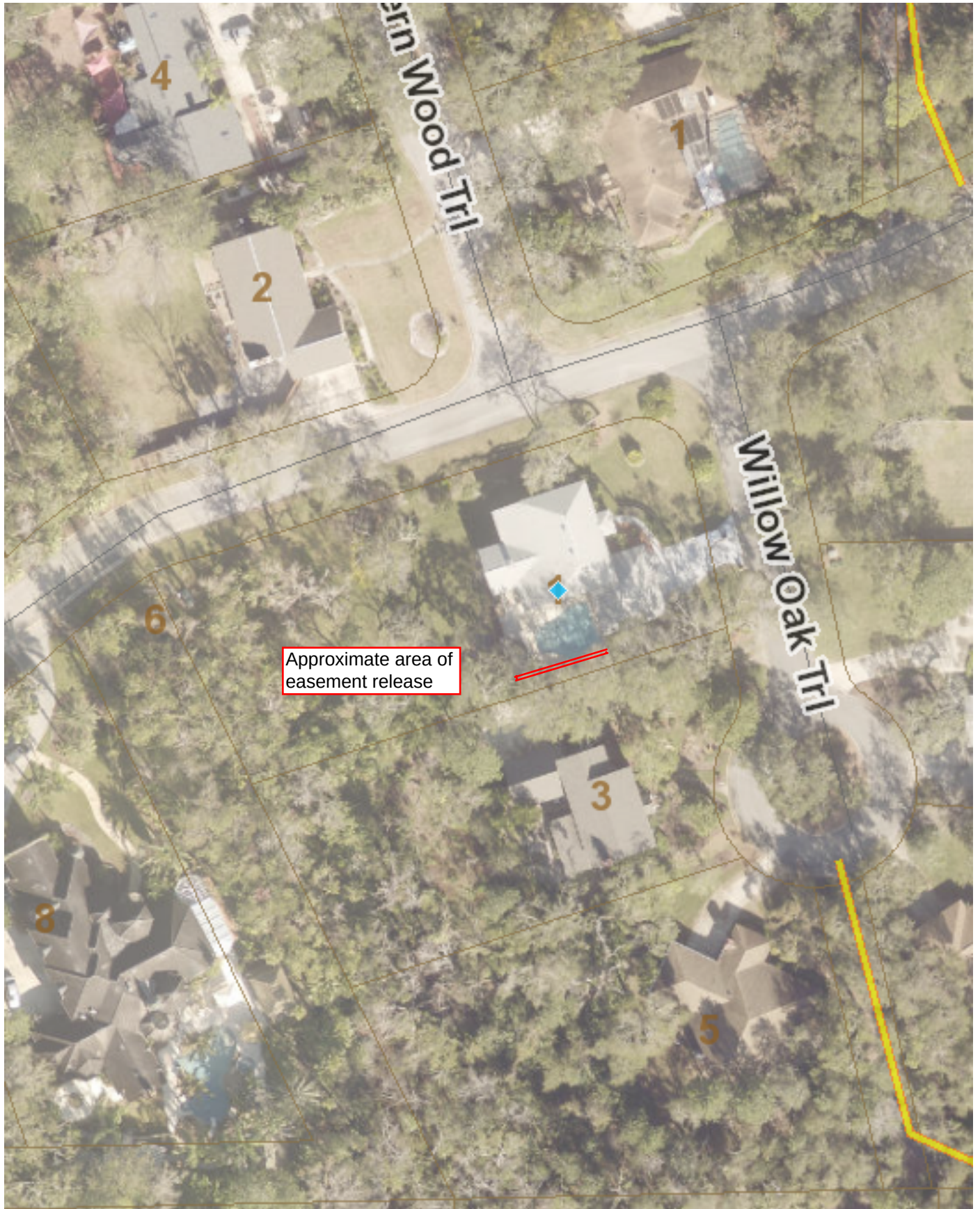
Attest: _____
JOYCE A. SHANAHAN, City Manager
22 South Beach Street
Ormond Beach, FL 32174

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of June, 2021, by **BILL PARTINGTON** and **JOYCE A. SHANAHAN**, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me.

NOTARY PUBLIC State of Florida-at-large
Official Seal:





LOCATION MAP





February 2, 2021

Mark Haack
1 Willow Oak Trl
Ormond Beach, FL 32174

Re: Easement Vacation @ 1 Willow Oak Trail; Ormond Beach, FL

Dear Mr. Haack:

This letter is in response to a request submitted to AT&T, Inc. to release the five foot utility easement on the south side of Lot 289, The Trails Subdivision, Unit 9, according to the Plat Thereof, recorded in Map Book 35, Pages 80-84, inclusive, of the Public Records of Volusia County, Florida. This is for property located at 1 Willow Oak Trl, Ormond Beach, FL.

Please accept this letter as a notification that AT&T, Inc. has no objection to the vacation of easement area referenced above and does hereby release the portion of easement described.

If you have any questions regarding this response, please contact me at 386-212-5035.

Regards,

Thanks,

Nathan Stephenson

MGR OSP PLNG & ENGRG DESIGN, Wireline Access

Southeast , Florida Engineering

GEO Palm Coast, Bunnell, Flagler Beach, Ocean Shores & Ormond Beach

AT&T

268 Ridgewood Av, Daytona Beach, FL 32114

o 386-281-6962 c 386-212-5035 | ns6520@att.com

MOBILIZING YOUR WORLD



Stacy Stafford
Supervisor, Construction
Field Ops

May 7, 2021 - REVISED

Mark Haack
1 Willow Oaks Trail
Ormond Beach, FL 32174

REG: REVISED - 1 Willow Oaks Trail - Ormond

PROPOSED VACATE OF LOT 289, THE TRAILS SUBDIVISION, UNIT 9, ACCORDING TO THE PLAT THEROF, AS RECORDED IN MAP BOOK 35, PAGES 80-84 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "No Objection" to the vacation of the side easement of the above mentioned property as described in the attached "Exhibit A" and survey map. Charter/Spectrum will allow encroachment into Easement.

If you have any questions regarding this, please contact me.

A handwritten signature in blue ink that reads "Stacy R. Stafford".

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614



1/22/2021

To: Mark Haack
1 Willow Oaks Trail
Ormond Beach, FL 32174

RE: Vacate of Easement
1 Willow Oaks Trail
Ormond Beach, FL 32174

From: TECO Peoples Gas

To Whom It May Concern:

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. Furthermore, TECO-PGS has no facilities in the area.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



April 12th, 2021

Mark Haack
1 Willow Oak Trl
Ormond Beach, FL 32174

Re: No objection to the partial release of our rights in the platted 5' easement
Lot 289 in The Trails Subdivision, The Public Records of Flagler County
Map Book 35, Pages 80-84.

Please be advised that FPL does not object to the vacation of the easement as shown and described in the attached Exhibit A.

If you have any questions regarding this matter, please contact Nicholas Rockefeller, FPL's local representative at 386-586-6476.

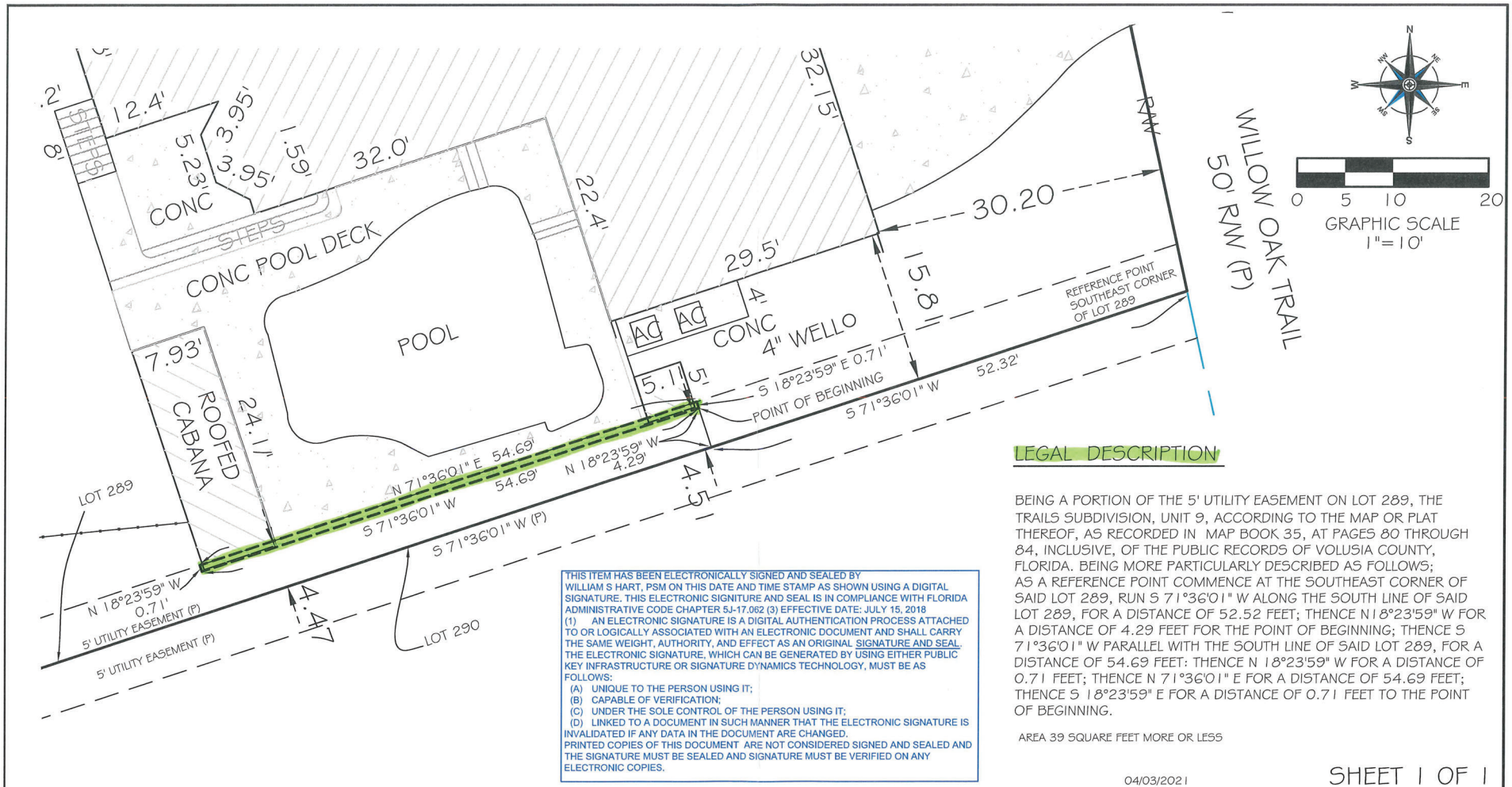
Thank you,

A handwritten signature in blue ink, appearing to read 'Joshua Zehnder', followed by a long horizontal flourish.

Joshua Zehnder
Engineering Lead

"Exhibit A"

7.D.d



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY WILLIAM S HART, PSM ON THIS DATE AND TIME STAMP AS SHOWN USING A DIGITAL SIGNATURE. THIS ELECTRONIC SIGNATURE AND SEAL IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.062 (3) EFFECTIVE DATE: JULY 15, 2018

(1) AN ELECTRONIC SIGNATURE IS A DIGITAL AUTHENTICATION PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH AN ELECTRONIC DOCUMENT AND SHALL CARRY THE SAME WEIGHT, AUTHORITY, AND EFFECT AS AN ORIGINAL SIGNATURE AND SEAL. THE ELECTRONIC SIGNATURE, WHICH CAN BE GENERATED BY USING EITHER PUBLIC KEY INFRASTRUCTURE OR SIGNATURE DYNAMICS TECHNOLOGY, MUST BE AS FOLLOWS:

(A) UNIQUE TO THE PERSON USING IT;
 (B) CAPABLE OF VERIFICATION;
 (C) UNDER THE SOLE CONTROL OF THE PERSON USING IT;
 (D) LINKED TO A DOCUMENT IN SUCH MANNER THAT THE ELECTRONIC SIGNATURE IS INVALIDATED IF ANY DATA IN THE DOCUMENT ARE CHANGED.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ABBREVIATIONS / LEGEND AC...AIR CONDITIONER CONC...CONCRETE R/W...RIGHT-OF-WAY (P) PLAT	TYPE OF SURVEY: SKETCH DESCRIPTION #1 WILLOW OAK TRAIL ORMOND BEACH, FL 32174	Harts Progressive Enterprise Inc. Land Surveyors * Mappers * Drafting 629 Overlook Trail, Port Orange, FL 32127 (386)767-2776 FAX (386)767-2776 LB# 7743 Visit us at: www.hartsprogressive.com	04/03/2021 William S Hart Hart Date: 2021.04.03 12:12:36 -04'00' 04/03/2021 PSM 3905 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2). WILLIAM S HART SKETCH & DESCRIPTION FILE: ORMOND BEACH T-45-09-289
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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: June 1, 2021

Subject: Request to Purchase Tires Utilizing the Florida Sheriff's Association Contract

Commission Goal: N/A

Introduction

This is a request to purchase vehicle tires using the Florida Sheriff's Association ("Association") contract FSA19-TRS21.0, Tire and Related Services. This contract is effective June 3, 2019 - February 28, 2022, and includes local authorized vendors Boulevard Tire and McGee Tire.

Background

For many years, Fleet Operations has taken advantage of the purchasing power of the Association to purchase vehicle tires for the City on an as-needed basis. Under the Association's contract, the City has purchased tires from two (2) local authorized vendors, Boulevard Tire and McGee Tire.

Discussion

It will be necessary in the upcoming year to make several purchases, which will cumulatively exceed the \$25,000 threshold and therefore requires City Commission approval. The City plans to continue utilizing the two local authorized dealers, under the Association's contract, to fulfill the current year's needs.

Budget Impact

Funds for the tire purchases are available in the General Fund - 001 - Fleet Operations - Tire Inventory budget. FY 2020-21 includes \$60,000 for vehicle tire purchases.

Citizen Impact

The purchase of tires for City vehicles provides for the safety and reliability of our

employees who serve the City.

Recommendation

It is recommended the City Commission authorize use of the Florida Sheriff's Association contract FSA19-TRS21.0 Tire and Related Services, effective June 3, 2019 - February 28, 2022, for making vehicle tire purchases through Boulevard Tire and McGee Tire.

Attachments:

- 21-96 Tire Purchase (P21-0062G) (PDF)
- Tire Contract (2021) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/25/2021

RESOLUTION NO. 2021-96

A RESOLUTION AUTHORIZING THE PURCHASE OF TIRES FOR CITY VEHICLES, UNDER THE SHERIFFS ASSOCIATION CONTRACT NUMBER FSA 19-TRS21.0 ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase tires on an as-needed basis, in an amount not to exceed \$60,000.00 for FY 2020-2021, 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 Manager has certified that the money for the purchase of tires in the amount of \$60,000.00 has been appropriated to the credit of the General Fund (001) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The City Commission hereby approves an expenditure of \$60,000.00 for the purchase of tires to be used on city vehicles on an as-needed basis, the cumulative total of which shall not exceed \$60,000.00 for the remainder of FY 2020-2021, and to pay the cost thereof from the General Fund (001).

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk



Protecting, Leading & Uniting...since 1893

7.E.b

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: June 3, 2019

To: All Perspective Participants

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director
Craig Chown, CPP Manger
Annette Grissom, CPP Coordinator II
Lisa Gregor, CPP Coordinator

Re: Contract Number FSA 19-TRS21.0 - Tires

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 21st nationwide cooperative bid for tires. This contract is in effect beginning June 3, 2019 through February 28, 2022.

This year's bid has 10 tire specifications which include:

- Specification 1: Law Enforcement Pursuit and Emergency High Speed Vehicle Tires;
- Specification 2: Passenger Vehicle Tires;
- Specification 3: Light Truck & Related Vehicle Tires;
- Specification 4: Commercial Truck & Related Vehicle Tires;
- Specification 5: Off Road Equipment Tires;
- Specification 6: Agricultural Farm & Implement Tires;
- Specification 7: Specialty Tires;
- Specification 8: Off the Road (OTR) Solid Rubber Moulded Tires;
- Specification 9: Press on Solid Rubber Tires;
- Specification 10: Industrial - Solid Rubber Tires

The competitive process for this award began in December 2018, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of commodities.

On April 5, 2019, a direct notification was sent to nine (9) prospective bidders to register for qualification to participate in the bid process. An advertisement of the Invitation to Bid (ITB) was placed within the Florida Administrative Weekly on March 28, 2019 and again on April 5, 2019. From this ITB, 6 bidders responded to the pre-bid meeting registration. Of these respondents, 6 submitted bids and 6 qualified, responsive bidders were awarded after a review by the FSA Fleet Advisory Committee and FSA Cooperative Purchasing Program staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awards for FSA 19-TRS21.0 – Tires Include:

- **Bridgestone** – Specifications 1-6;
- **Continental** – Specifications 1-7, and 9-10;
- **Goodyear** – Specifications 1-5;
- **Maxam** – Specifications 5, and 8-10;
- **Michelin** – Specifications 1-7;
- **Setco** – Specifications 8-9

TIRE CONTRACT: FSA 19-TRS21.0

TIRE MANUFACTURER AUTHORIZED SALES AND SERVICE CENTERS

MANUFACTURER NAME: The Goodyear Tire & Rubber Company

MANUFACTURER FEIN #: 34-0253240

Manufacturer Authorized Sales & Service Center Name	FEIN #	Tire Brands	Street Address	City	County	Zip Code	Contact Name	Telephone #	E-Mail To Accept Purchase Orders	MWBE Status (if available)
A OK TIRE MART	0	Goodyear	200 WEST MAIN ST	APOPKA	ORANGE	32703	Center Manager	4078897074	N/A	No
ACTION-GATOR TIRE	0	Goodyear	2213 E SEMORAN BLVD	APOPKA	ORANGE	32703	Center Manager	4078802488	N/A	No
BIG "T" TIRE	59-1736975	Goodyear	1109 W MAIN ST	AVON PARK	HIGHLANDS	33825	Center Manager	8634522031	N/A	No
BAKER TIRE CENTER	81-2584074	Goodyear	5768 HWY 4	BAKER	OKALOOSA	32531	Center Manager	8505374002	N/A	No
GOODYEAR AUTO SERVICE #2439	0	Goodyear	390 EAST VAN FLEET DRIVE	BARTOW	POLK	33830	Center Manager	8635334136	N/A	No
CAR CARE CENTER #20	0	Goodyear	1000 W. CAR CARE DRIVE	BAY LAKE	ORANGE	32830	Center Manager	4078240976	N/A	No
AKRON TIRE CO INC	0	Goodyear	41 S E AVE C	BELLE GLADE	PALM BEACH	33430	Center Manager	5619966556	N/A	No
GEORGE'S WHOLESALE TIRE & AUTO SERVICE	0	Goodyear	3260 N LECANTO HWY	BEVERLY HILLS	CITRUS	34465	Center Manager	3525271712	N/A	No
ACTION GATOR TIRE	27-2596713	Goodyear	10 NW 28TH ST	BOCA RATON	PALM BEACH	33431	Center Manager	5613916666	N/A	No
ALL AMERICAN AUTO REPAIR	65-0448033	Goodyear	19351 STATE RD 7	BOCA RATON	PALM BEACH	33498	Center Manager	5614511360	N/A	No
GOODYEAR AUTO SERVICE #6625	0	Goodyear	199 NW 1ST AVE	BOCA RATON	PALM BEACH	33432-3810	Center Manager	5613683898	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	22923 SANDALFOOT PLAZA DR	BOCA RATON	PALM BEACH	33428	Center Manager	5614881822	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	12831 TRADE CENTER DR	BONITA SPRINGS	LEE	34135	Center Manager	2399471214	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	10100 BONITA BEACH ROAD	BONITA SPRINGS	LEE	34135	Center Manager	2399482777	N/A	No
CUSTOMER 1 CAR CARE	0	Goodyear	9811 JOG RD	BOYNTON BEACH	PALM BEACH	33437	Center Manager	5617326664	N/A	No
EASY PAY TIRE CO INC	0	Goodyear	619 N FEDERAL HIGHWAY	BOYNTON BEACH	PALM BEACH	33435	Center Manager	5617322696	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	3940 HYPOLUXO ROAD	BOYNTON BEACH	PALM BEACH	33436	Center Manager	5616417518	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	1640 S CONGRESS AVE	BOYNTON BEACH	PALM BEACH	33426	Center Manager	5617529090	N/A	No
MC GEE AUTO SERVICE & TIRES	16-0838627	Goodyear	5202 E STATE ROAD 64	BRADENTON	MANATEE	34208	Center Manager	9417496100	N/A	No
MC GEE AUTO SERVICE & TIRES	16-0838627	Goodyear	8712 E STATE ROAD 70	BRADENTON	MANATEE	34202	Center Manager	9417558394	N/A	No
SHEPHERD TIRE	0	Goodyear	3949 14TH ST W	BRADENTON	MANATEE	34205-6003	Center Manager	9417467885	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	5720 RANCH LAKE ROAD	BRADENTON	MANATEE	34202	Center Manager	9417568605	N/A	No
ELITE AUTO AND TIRES	82-1378615	Goodyear	611 W ROBERTSON ST	BRANDON	HILLSBOROUGH	33511	Center Manager	8136897171	N/A	No
GOODYEAR AUTO SERVICE #2485	0	Goodyear	740 BROAD ST	BROOKSVILLE	HERNANDO	34601	Center Manager	3527964961	N/A	No
BUSHNELL TIRE COMPANY	592868861	Goodyear	322 NORTH MAIN ST	BUSHNELL	SUMTER	33513	Center Manager	3527937822	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	3040 HIGHWAY 95A	CANTONMENT	ESCAMBIA	32533	Center Manager	8504741718	N/A	No
GOODYEAR AUTO SERVICE #2525	0	Goodyear	2144 DEL PRADO BLVD SOUTH	CAPE CORAL	LEE	33904	Center Manager	2395743539	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	946 NE PINE ISLAND ROAD	CAPE CORAL		33909	Center Manager	2394248657	N/A	No
CHIEFLAND TIRE & AUTO SERVICE	263164761	Goodyear	210 ROGERS BLVD	CHIEFLAND	LEVY	32626	Center Manager	3524932551	N/A	No
DELORENZO TIRE & AUTO	54-2087843	Goodyear	4545 118TH AVE N	CLEARWATER	PINELLAS	33762	Center Manager	7275400492	N/A	No
GOODYEAR AUTO SERVICE #2434	0	Goodyear	1196 CLEVELAND ST	CLEARWATER	PINELLAS	33755	Center Manager	7274468311	N/A	No
GOODYEAR AUTO SERVICE #2452	0	Goodyear	4115 E BAY DR	CLEARWATER	PINELLAS	33764	Center Manager	7275369404	N/A	No
GOODYEAR COMMERCIAL TIRE & SVC	0	Goodyear	11601 47TH STREET NORTH	CLEARWATER	PINELLAS	33762	Center Manager	7272990722	N/A	No
MAVIS DISCOUNT TIRE	45-5259604	Goodyear	1798 NORTH HERCULES	CLEARWATER	PINELLAS	33765	Center Manager	7274468107	N/A	No
MC GEE AUTO SERVICE & TIRES	16-0838627	Goodyear	235 S BELCHER RD	CLEARWATER	PINELLAS	33765	Center Manager	7277994800	N/A	No
ACTION-GATOR TIRE	0	Goodyear	591 E HWY 50	CLERMONT	LAKE	34711	Center Manager	3523944067	N/A	No
MIKE'S FLEET SERVICE	27-0388624	Goodyear	10010 CANAL ZONE WAY	CLERMONT	LAKE	34711	Center Manager	3522172039	N/A	No
ROBBIE TIRE CO	0	Goodyear	121 S BOND ST	CLEWISTON	HENDRY	33440	Center Manager	8639836197	N/A	No
FRANKS TIRE & AUTO SERVICE	20-4982267	Goodyear	805 FLORIDA AVE	COCOA	BREVARD	32922	Center Manager	3216358473	N/A	No
GATTO'S TIRE & AUTO SERVICE	0	Goodyear	500 A N COCOA BLVD	COCOA	BREVARD	32922-7562	Center Manager	3216327500	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	4589 W HILLSBORO BLVD	COCONUT CREEK	BROWARD	33073	Center Manager	9544210444	N/A	No
GOODYEAR AUTO SERVICE #6651	0	Goodyear	3690 BIRD AVE	CORAL GABLES	MIAMI-DADE	33133	Center Manager	3054468101	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	4620 CORAL RIDGE DR	CORAL SPRINGS	BROWARD	33076	Center Manager	9542558522	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	8090 WILES ROAD	CORAL SPRINGS	BROWARD	33067	Center Manager	9547555584	N/A	No
CRESTVIEW TIRE	59-3112360	Goodyear	615 N FERDON BLVD	CRESTVIEW	OKALOOSA	32536	Center Manager	8506825121	N/A	No
PILOT TRAVEL CENTERS LLC	0	Goodyear	29933 STATE RD 52	DADE CITY	PASCO	33576	Center Manager	8658501639	N/A	No

DAVIE TIRE OUTLET	0	Goodyear	5841 SW 45TH ST	DAVIE	BROWARD	33314	Center Manager	9543216618	N/A	No
KOVAC AUTOMOTIVE	0	Goodyear	2770 DAVIE RD	DAVIE	BROWARD	33314-3494	Center Manager	9547927357	N/A	No
LUCYS TIRE/FALCON TIRE-FT LAUD	0	Goodyear	4400 OAKES RD	DAVIE	BROWARD	33314	Center Manager	3055932028	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	1124 SW 101ST ROAD	DAVIE	BROWARD	33324	Center Manager	9545772000	N/A	No
4 BOYS TIRE	59-3309173	Goodyear	424 S NOVA RD	DAYTONA BEACH	VOLUSIA	32114	Center Manager	3862581051	N/A	No
MCGEE AUTO SERVICE & TIRES	16-0838627	Goodyear	148 N RIDGEWOOD AVE	DAYTONA BEACH	VOLUSIA	32114	Center Manager	3862527661	N/A	No
SNS AUTOMOTIVE REPAIR	46-4188856	Goodyear	842 DIPLOMAT DR 101	DEBARY	VOLUSIA	32713	Center Manager	3867539930	N/A	No
ACTION GATOR TIRE	27-2596713	Goodyear	377 S FEDERAL HWY	DEERFIELD BEACH	BROWARD	33441	Center Manager	9544274820	N/A	No
TIRESOLES OF BROWARD	0	Goodyear	1865 SOUTH POWERLINE RD	DEERFIELD BEACH	BROWARD	33442	Center Manager	9543548489	N/A	No
L & H AUTOMOTIVE & TIRE SVC	0	Goodyear	1050 W NELSON AVE	DEFUNIAK SPRINGS	WALTON	32433	Center Manager	8508923164	N/A	No
NATIONAL TIRE BROKERS	0	Goodyear	829 W NELSON AVE	DEFUNIAK SPRINGS	WALTON	32433	Center Manager	8508925191	N/A	No
MCGEE AUTO SERVICE & TIRES	16-0838627	Goodyear	680 N SPRING GARDEN AVE	DELAND	VOLUSIA	32720	Center Manager	3867408996	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	4715 WEST ATLANTIC AVE	DELRAY BEACH	PALM BEACH	33445	Center Manager	5616385526	N/A	No
EXPERT CAR CARE	0	Goodyear	2123 SAXON BLVD	DELTONA	VOLUSIA	32725	Center Manager	3867892329	N/A	No
GOODYEAR AUTO SERVICE #2251	0	Goodyear	34721 EMERALD COAST PARKWAY	DESTIN	OKALOOSA	32541	Center Manager	8506502338	N/A	No
DORAL TIRE AND SERVICE CORP	20565296	Goodyear	2010 NW 107 AVE	DORAL	MIAMI-DADE	33172	Center Manager	3055928000	N/A	No
ACTION GATOR TIRE	59-3911139	Goodyear	130 KITTO LANE	DUNDEE	POLK	33838	Center Manager	8634572292	N/A	No
MCGEE AUTO SERVICE & TIRES	16-0838627	Goodyear	28919 US HWY 27	DUNDEE	POLK	33838	Center Manager	8634398473	N/A	No
MAVIS DISCOUNT TIRE	45-5259604	Goodyear	1810 MAIN STREET	DUNEDIN	PINELLAS	34698	Center Manager	7277330884	N/A	No
COASTAL TIRES INC	56-2308271	Goodyear	1701 S RIDGEWOOD AVE	EDGEWATER	VOLUSIA	32132	Center Manager	3864285223	N/A	No
MYRONS AUTO SERVICE	59-3683503	Goodyear	2033 S RIDGEWOOD AVE	EDGEWATER	VOLUSIA	32141	Center Manager	3864090524	N/A	No
GOODYEAR AUTO SERVICE #1286	0	Goodyear	1757 MEMORIAL TRAIL BLDG 1757	EGULIN AFB	SUMMIT	32542	Center Manager	8504019524	N/A	No
PIT STOP	0	Goodyear	1601 MCCALL ROAD	ENGLEWOOD	SARASOTA	34223	Center Manager	9414755838	N/A	No
STERNS & BRUNS GARAGE	59-1741962	Goodyear	1590 S MCCALL RD	ENGLEWOOD	SARASOTA	34223	Center Manager	9414742905	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	10451 CORKSCREW COMMONS DR	ESTERO	LEE	33928	Center Manager	2399491214	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	20441 S TAMiami TRAIL	ESTERO	LEE	33928	Center Manager	2399490777	N/A	No
GOODYEAR AUTO SERVICE #2444	0	Goodyear	1585-A ISLAND LANE	FLEMING ISLAND	CLAY	32003	Center Manager	9042153711	N/A	No
CHRISTENSEN ENTERPRISES SOUTH	27-2596713	Goodyear	3500 N FEDERAL HWY	FORT LAUDERDALE	BROWARD	33308	Center Manager	4078882121	N/A	No
GOODYEAR AUTO SERVICE #2537	0	Goodyear	11 NORTH ANDREWS AVE	FORT LAUDERDALE	BROWARD	33301	Center Manager	9544630411	N/A	No
SOUTH LAUDERDALE OK TIRE	59-2097176	Goodyear	800 W ST RD 84	FORT LAUDERDALE	BROWARD	33315	Center Manager	9545233198	N/A	No
WAGNER TIRE COMPANY	0	Goodyear	1740 E SUNRISE BLVD	FORT LAUDERDALE	BROWARD	33304	Center Manager	9544637588	N/A	No
A-EXPERT TIRE AND SERVICE INC	65-0361810	Goodyear	8794 ALICO RD	FORT MYERS	LEE	33912	Center Manager	2395900300	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	8600 GLADIOLUS DRIVE	FORT MYERS	LEE	33908	Center Manager	2399856992	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	9002 ROLFES ROAD	FORT MYERS	LEE	33966	Center Manager	2392783228	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	13621 FIDDLESTICKS BLVD	FORT MYERS	LEE	33912	Center Manager	2395615575	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	15530 S TAMiami TRAIL	FORT MYERS	LEE	33908	Center Manager	2399482777	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	4230 COLONIAL BLVD	FORT MYERS	LEE	33966	Center Manager	2393530007	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	4028 CLEVELAND AVENUE	FORT MYERS	LEE	33901	Center Manager	2399364949	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	5785 BAYSHORE ROAD	FORT MYERS	LEE	33917	Center Manager	2395672777	N/A	No
WALTER'S AUTO SERVICE CENTER	0	Goodyear	15135 MCGREGOR BLVD	FORT MYERS	LEE	33908	Center Manager	2394370377	N/A	No
ELPEX/HICKMANS	0	Goodyear	6101 ORANGE AVE	FORT MYERS	LEE	33908	Center Manager	7724644211	N/A	No
GOODYEAR AUTO SERVICE #6672	0	Goodyear	2604 SOUTH FEDERAL HIGHWAY	FORT PIERCE	ST LUCIE	34947	Center Manager	7724648022	N/A	No
TIRE HUT INC	591952548	Goodyear	1250 W SUNRISE BLVD	FORT PIERCE	ST LUCIE	34952	Center Manager	9544627780	N/A	No
ADVANCED TIRE & SERVICE	45-2569105	Goodyear	912 N MAIN ST	FT LAUDERDALE	BROWARD	33311	Center Manager	3525590708	N/A	No
AUTO ER	46-3020347	Goodyear	4207 NW 6TH STREET	GAINESVILLE	ALACHUA	32601	Center Manager	3523723642	N/A	No
AUTO ER	46-3020347	Goodyear	3650 NW 97TH BLVD	GAINESVILLE	ALACHUA	32609	Center Manager	3523324338	N/A	No
AUTO ER	46-3020347	Goodyear	2383 SW ARCHER RD	GAINESVILLE	ALACHUA	32606	Center Manager	3523722232	N/A	No
GOODYEAR AUTO SERVICE #2440	0	Goodyear	1211 N MAIN ST	GAINESVILLE	ALACHUA	32608	Center Manager	3523723537	N/A	No
GOODYEAR AUTO SERVICE #2586	0	Goodyear	407 NW 75TH ST	GAINESVILLE	ALACHUA	32601	Center Manager	3523325111	N/A	No
GOODYEAR AUTO SERVICE #6666	0	Goodyear	3838 JOG ROAD	GREENACRES	PALM BEACH	33463	Center Manager	5619681014	N/A	No
THE TIRE CHOICE	16-0838627	Goodyear	4690 LAKE WORTH RD	GREENACRES	PALM BEACH	33463	Center Manager	5619679120	N/A	No
GULF BREEZE TIRE CENTRE	0	Goodyear	2983 GULF BREEZE PKWY/HWY 98	GULF BREEZE	SANTA ROSA	32563	Center Manager	8509324250	N/A	No
VANNOYS TIRE	59-2522466	Goodyear	3425 GULF BREEZE PKWY	GULF BREEZE	SANTA ROSA	32563	Center Manager	8509160912	N/A	No
GOODYEAR AUTO SERVICE #2472	0	Goodyear	100 MACXY PLAZA CIRCLE	HAINES CITY	POLK	33844	Center Manager	8634224965	N/A	No
REPAIR POINT INC	47-2123974	Goodyear	117 W HALLANDALE BEACH BLVD	HALLANDALE BEACH	BROWARD	33009	Center Manager	9544577727	N/A	No
271 HIALEAH AUTOMOTIVE CORP	0	Goodyear	271 EAST FIRST AVE	HIALEAH	MIAMI-DADE	33010	Center Manager	3058875583	N/A	No
ADVENTURE TIRES #5	82-4313639	Goodyear	11603 W OKEECHOBEE RD	HIALEAH	MIAMI-DADE	33018	Center Manager	3053626464	N/A	No
ADVENTURE TIRES 5 LLC	47-4020341	Goodyear	11603 W OKEECHOBEE RD	HIALEAH	MIAMI-DADE	33018	Center Manager	9543858696	N/A	No
FESTIVAL TIRES	20-3093957	Goodyear	4696 PALM AVE	HIALEAH	MIAMI-DADE	33012	Center Manager	3055129662	N/A	No
GIANT TIRES	94-3475333	Goodyear	20125 NW 67TH AVE	HIALEAH	MIAMI-DADE	33015	Center Manager	3056230569	N/A	No

TIRE CONTRACT: FSA 19-TRS21.0

TIRE MANUFACTURER AUTHORIZED SALES AND SERVICE CENTERS

MANUFACTURER NAME: Continental Tire, the America's LLC

MANUFACTURER FEIN #: 34-1417030

Manufacturer Authorized Sales & Service Center Name	Tire Brands	Street Address	City	County	Zip Code	Contact Name	Telephone #	E-Mail To Accept Purchase Orders	MWBE Status (if available)
A OK TIRE MART	Continental- General	200 W MAIN ST	APOPKA	Orange	32703	Don	(407) 889-7074	dwilli6573@aol.com	
ACTION GATOR TIRE	Continental- General	1717 LEE ROAD	ORLANDO	Orange	32810	Action Gator	(407) 299-1900	mhzhen@actiongatorfire.com	
AKRON TIRE CO INC	Continental- General	1505 COMMERCE BLVD	MIDWAY	Gadsden	32343		(850) 580-4010		
AMERICAN TIRE DIST #053	Continental- General	7502 SEARS BLVD	PENSACOLA	Escambia	32514		(800) 804-0948		
AMERICAN TIRE DIST #058	Continental- General	4723 CAPITAL CIRCLE	TALLAHASSEE	Leon	32303		(800) 476-7946		
AMERICAN TIRE DIST #095	Continental- General	8751 SKINNER CT	ORLANDO	Orange	32824	Aaron Maxwell	(407) 850-2151	amaxwell@atd-us.com	
AMERICAN TIRE DIST #111	Continental- General	11700 MIRAMAR PARKWA	MIRAMAR	Broward	33025	Kenneth Grzymala	(954) 874 9410	kgrzymala@atd-us.com	
AMERICAN TIRE DIST #114	Continental- General	3971 VERONICA S. SHO	FORT MYERS	Lee	33916		(239) 337-5555		
AMERICAN TIRE DIST #117	Continental- General	4410 EAGLE FALLS PLA	TAMPA	Hillsborough	33619	Gina C. Watts	(800) 683-7999	gwatts@atd-us.com	
AMERICAN TIRE DISTRIBUTORS #1	Continental- General	7051 STUART AVENUE	JACKSONVILLE	Duval	32254		(800) 476-4826		
AOK TIRE MART	Continental- General	1215 S FRENCH AVE	SANFORD	Seminole	32771		(407) 330-3588		
BIG TIRES & MORE	Continental- General	5317 PARK BOULEVARD	PINELLAS PARK	Pinellas	33781		(727) 541-5707		
BOB LEE'S	Continental- General	1631 4TH ST N	SAINT PETERSBURG	Pinellas	33704		(727) 822-3981		
BOULEVARD TIRE	Continental- General	1205 BISCAYNE BLVD	DELAND	Volusia	32724	Cathi Montgomery	(904) 734-6447	cmontgomery@boulevardtire.com	
BOULEVARD TIRE CENTER	Continental- General	201 N STATE ST	BUNNELL	Flagler	32110		(386) 586-6088		
BOULEVARD TIRE CENTER	Continental- General	800 NOVA ROAD	DAYTONA BEACH	Volusia	32114	CELINA PARADIS	(904) 258-8129	cparadis@boulevardtire.com	
BOULEVARD TIRE CENTER	Continental- General	3680 NOVA ROAD	PORT ORANGE	Volusia	32129		(386) 734-3447		
BOULEVARD TIRE CENTER	Continental- General	418 S HWY 27/441	LADY LAKE	Lake	32159	DUSTIN WHEELER	(352) 430-2380	dwheeler@boulevardtire.com	
BOULEVARD TIRE CENTER	Continental- General	570 HENDERSON RD	JACKSONVILLE	Duval	32254	Brenda Cooke	(386) 740-0279	bcooke@boulevardtire.com	
BOULEVARD TIRE CENTER	Continental- General	828 NORTH EDGEWOOD A	JACKSONVILLE	Duval	32254	DAN ROBERTS	(904) 388-5457	DROBERTS@BOULEVARDTIRE.COM	
BOULEVARD TIRE CENTER	Continental- General	4801 NORTH HWY 19 A	MOUNT DORA	Lake	32757	Angela Johnson	(352) 357-4040	ajohnson@boulevardtire.com	
BOULEVARD TIRE CENTER	Continental- General	1609 N COCOA BLVD	COCOA	Brevard	32922	DON MOYE	(407) 639-3077	DMOYE@BOULEVARDTIRE.COM	
BOULEVARD TIRE CENTER	Continental- General	3850 N.W. 30TH AVE	MIAMI	Miami-dade	33142		(305) 635-8116		
BOULEVARD TIRE CENTER	Continental- General	4201 S. STATE ROAD 7	FORT LAUDERDALE	Broward	33314	ALMAS LAKHANI	N/A	ALAKHANI@BOULEVARDTIRE.COM	
BOULEVARD TIRE CENTER	Continental- General	424 W. 13 STREET	RIVIERA BEACH	Palm Beach	33404	Anne Jacobs	(561) 842-4332	ajacobs@boulevardtire.com	
BOULEVARD TIRE CENTER	Continental- General	915 US HWY 27 N	HAINES CITY	Polk	33844		N/A		
BOULEVARD TIRE CENTER	Continental- General	910 US HWY 27 N	LAKE HAMILTON	Polk	33851	LEROY MATHIS	(863) 439-3608	LMATHIS@BOULEVARDTIRE.COM	
BOULEVARD TIRE CENTER	Continental- General	7051 ALICO ROAD	FORT MYERS	Lee	33912	CAYLEE HUGHES	(239) 267-4701	CHUGHES@BOULEVARDTIRE.COM	
BOULEVARD TIRE CENTER	Continental- General	5178 DUNCAN ROAD	PUNTA GORDA	Charlotte	33982	David Brown	N/A	dbrown@boulevardtire.com	
BOULEVARD TIRE CENTER	Continental- General	1717 PINE RIDGE ROAD	NAPLES	Collier	34109	Sys Admin	N/A	jkwiatkowski@boulevardtire.com	
BOULEVARD TIRE CENTER-TAMPA	Continental- General	2750 S KINGS HWY	FORT PIERCE	Saint Lucie	34945	Katie Winckel	(772) 489-8473	kwinckel@boulevardtire.com	
BRIDGESTONE FIRESTONE JACKSON	Continental- General	6815 ADAMO DRIVE	TAMPA	Hillsborough	33619	ANNA LOLLAR	(813) 621-5445	alollar@boulevardtire.com	
CALLAGHAN TIRE	Continental- General	4950 NEW WORLF AVE	JACKSONVILLE	Duval	32221		N/A		
CARROLL TIRE #3029	Continental- General	7075 W 12TH STREET	JACKSONVILLE	Duval	32220	anita whittemore	(904) 693-4999	bawhitt@yahoo.com	
CARROLL'S INC #3021	Continental- General	351 LEONARD BLVD STE	LEHIGH ACRES	Lee	33971		(239) 938-9970		
CARROLL'S INC #C13	Continental- General	5151 TYLER LAKES BLV	WEST PALM BEACH	Palm Beach	33407	Flora Garcia	(561) 840-8595	fgarcia@carrolltire.com	
CARROLL'S INC #C17	Continental- General	401 N ELLIS ROAD	JACKSONVILLE	Duval	32254		(904) 781 5636		
CARROLL'S INC #C23	Continental- General	6072 CINDERLANE PARK	ORLANDO	Orange	32810		(407) 2980440		
CHRISTENSEN ENTERPIRSES SOUTH	Continental- General	3107 E GRACE ST	TAMPA	Hillsborough	33605		(813) 247-5051		
CHRISTENSEN ENTERPIRSES SOUTH	Continental- General	1751A NW 136TH AVE	SUNRISE	Broward	33323		(954) 846-8704		
CONLAN TIRE	Continental- General	377 S FEDERAL HIGHWA	DEERFIELD BEACH	Broward	33441		(954) 427-8484		
CONLAN TIRE	Continental- General	5233 COMMONWEALTH AV	JACKSONVILLE	Duval	32254	A J Byrd	(904) 719-7460	abyrd@conlantire.com	
CONLAN TIRE	Continental- General	2636 NW 74TH PLACE	GAINESVILLE	Alachua	32653	Chris O'Donnell	(352) 672-9020	codonnell@conlantire.com	
CONLAN TIRE	Continental- General	10066 GENERAL DR	ORLANDO	Orange	32824	Haltham Itani	(407) 216-3999	hitani@conlantire.com	

TIRE MANUFACTURER AUTHORIZED SALES AND SERVICE CENTERS

MANUFACTURER NAME: Michelin North America, Inc.

MANUFACTURER FEIN #: 11-1724631

Updated 7/1/19

	Manufacturer Authorized Sales & Service Center Name	FEIN #	Tire Brands	Street Address	City	County	Zip Code	Contact Name	Telephone #	E-Mail To Accept Purchase Orders	MWBE Status (if available)
1	A.O.K Tire Mart	59-2892822	Michelin, BFG, Uniroyal	200 W Main St.	Apopka	Orange	32703	Jimmy Motes	407 889-7074	jimm.aoktiremart@gmail.com	
2	Laves Tire Service	38-8015693	Michelin, BFG, Uniroyal	1092 Locke St	Avon Park	Highlands	33825	MattLaye	863 453-3333	mlaye@layestire.com	
3	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	9965 SE 58th Ave	Bellevue	Marion	34420	Andy Williams	353 245-7017	awilliams@boulevardtire.com	
4	Callaghan Auto Service Center	59-1795428	Michelin, BFG, Uniroyal	3615 15th Street East	Bradenton	Manatee	34208	Joseph Gregor	941 747-6189	jgregor@callaghanhantire.com	
5	Callaghan Tire	59-1795428	Michelin, BFG, Uniroyal	1511 38TH AVE E	Bradenton	Manatee	34208	Chris Mangipinto	941 476-6188	cmangipinto@callaghanhantire.com	
6	Miller Bros. Giant Tire Service	59-2802373	Michelin, BFG, Uniroyal	10340 Camp Mine Rd	Brooksville	Hernando	34601	Derek Roberts	352 797-9205	derek.roberts@mbts.net	
7	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	201 N State St	Bunnell	Flagler	32110	Steve Shead	386-586-6088	sshead@boulevardtire.com	
8	Callaghan Tire	59-1795428	Michelin, BFG, Uniroyal	11940 44th St. N	Clearwater	Pinellas	33762	Patrick Callaghan	727 571-3358	clearwater@callaghanhantire.com	
9	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	1609 N Cocoa Blvd.	Cocoa	Brevard	32922	John Tidwell	321 639-3077	info@boulevardtire.com	
10	McGee Commercial Tire & Services	16-0838627	Michelin, BFG, Uniroyal	3040 S Hwy 95A	Contonment	Escambia	32533	Tory Irving	850 474-1718	pensacola@mcgeetire.com	
11	Miller Bros. Giant Tire Service	59-2802373	Michelin, BFG, Uniroyal	4971 SW 34th Place	Davie	Broward	33314	Mirna Rojas	954 321-1755	mirna.rojas@mbts.net	
12	Snider Tire	56-0579497	Michelin, BFG, Uniroyal	3400 Burris Rd.	Davie	Broward	33314	Susie Estraza	954 585-8525	sestraza@sniderfleet.com	
13	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	800 S Nova Rd	Daytona Beach	Volusia	32114	James Aunspaugh	386 258-8129	info@boulevardtire.com	
14	McGee Commercial Tire & Services	16-0838627	Michelin, BFG, Uniroyal	148 N Ridgewood Ave	Daytona Beach	Volusia	32114	Steven Bell	386 252-7661	daytona@mcgeetire.com	
15	National Tire Brokers	59-2242591	Michelin, BFG, Uniroyal	829 Hwy 90 W	De Funiak Springs	Walton	32433	Jeff Cummings	850 892-5191	jeffnbc@gdsys.net	
16	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	1205 Biscayne Blvd	DeLand	Volusia	32724	Rick O'Neil	386 740-0279	info@boulevardtire.com	
17	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	816 S Woodland Blvd.	DeLand	Volusia	32720	Dean Landers	386 734-6447	landers@boulevardtire.com	
18	McGee Commercial Tire & Services	16-0838627	Michelin, BFG, Uniroyal	28919 US Hwy 27	Dundee	Polk	33838	AJ Jimenez	863 439-8473	shop1367@monroestores.com	
19	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	4201 S State Rd 7	Fort Lauderdale	Broward	33314	David Drady	954 792-7799	info@boulevardtire.com	
20	Boulevard Tire Center	27-1032492	Michelin, BFG, Uniroyal	4201 South State Road #7	Fort Lauderdale	Broward	33314	David Drady	954 792-7799	info@boulevardtire.com	
21	Dale's Wheels & Tires	59-2183177	Michelin, BFG, Uniroyal	250 W Sunrise Blvd.	Fort Lauderdale	Broward	33311	Dale Saunders	954 764-1582	brooksalia2@gmail.com	
22	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	7051 Alico Rd.	Fort Myers	Lee	33912	Henry Clark Jr.	239 267-4701	info@boulevardtire.com	
23	Callaghan Tire	59-1795428	Michelin, BFG, Uniroyal	2203 Alicia St.	Fort Myers	Lee	33901	Robin Laurenti	239 334-0105	ftmyers@callaghanhantire.com	
24	McGee Commercial Tire & Services	16-0838627	Michelin, BFG, Uniroyal	5960 Country Lakes Dr	Fort Myers	Lee	33905	Paul Daniels	239 362-3025	ftmyers@mcgeetire.com	
25	Snider Tire	56-0579497	Michelin, BFG, Uniroyal	5321 Dr Martin Luther King Blvd Dr	Fort Myers	Lee	33905	Doug Lawrence	239 334-7100	dlawrence@sniderfleet.com	
26	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	2750 S Kings Hwy	Fort Pierce	St. Lucie	34945	Mitch Jordan	772 489-8473	info@boulevardtire.com	
27	St Lucie Battery & Tire Company	59-2231012	Michelin, BFG, Uniroyal	317 Orange Ave	Fort Pierce	St. Lucie	34950	Brenda Fulford	772 489-3977	bfulford@sibt.com	
28	St Lucie Battery & Tire Company	59-2231012	Michelin, BFG, Uniroyal	5500 ORANGE AVE	Fort Pierce	St. Lucie	34947	James Farley	772 461-1746	jfarley@sibt.com	
29	Advanced Tire Service	45-2569105	Michelin, BFG, Uniroyal	912 N Main St	Gainesville	Alachua	32601	Jeff Guinn	352 559-0708	jguinn@advancedtireservicefl.com	
30	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	5105 SW 41st Blvd	Gainesville	Alachua	32608	Steve Hellyer	352 371-6209	info@boulevardtire.com	
31	Dales Tire	59-3150999	Michelin, BFG, Uniroyal	2928 NE 21st Way	Gainesville	Alachua	32609	Dale Russell	352 538-6300	dalestireh@gmail.com	
32	Double D Auto Center (North Florida Tire)	33-1011334	Michelin, BFG, Uniroyal	551894 US Highway 1	HILLIARD	Nassau	32046	Stephanie Loyd	904 845-3357	doubledautocenter@yahoo.com	
33	St Lucie Battery & Tire Company	59-2231012	Michelin, BFG, Uniroyal	11050 SE FEDERAL HWY	HOBE SOUND	Martin	33455	Chuck Copus	772 546-0999	ccopus@sibt.com	
34	Mike's A.O.K. Tire & Auto Repair	59-3648266	Michelin, BFG, Uniroyal	135A Tomahawk Dr	Indian Harbour Beach	Brevard	32937	Mike Rowlette	321 779-8473	bossman350ss@aol.com	
35	Advantage Commercial Tire & Service	27-2485397	Michelin, BFG, Uniroyal	10418 New Berlin Rd, Unit 120	Jacksonville	Duval	32226	Joey Henderson	904 379-9045	j.henderson@advantagestrucktire.com	
36	Advantage Commercial Tire & Service	27-2485397	Michelin, BFG, Uniroyal	2981 Strickland St	Jacksonville	Duval	32254	Steve Shiver	904 333-3589	sshiver@advantagestrucktire.com	
37	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	570 Henderson Rd	Jacksonville	Duval	32254	Brenda Cooke	904 786-8512	info@boulevardtire.com	
38	Boulevard Tire Center	59-1795428	Michelin, BFG, Uniroyal	828 Edgewood Ave N	Jacksonville	Duval	32254	John Hubler	904 388-5457	info@boulevardtire.com	
39	Callaghan Tire	59-1795428	Michelin, BFG, Uniroyal	7075 12th St W	Jacksonville	Duval	32220	Wiley Owens	904 693-4999	wowens@callaghanhantire.com	
40	Snider Tire	56-0579497	Michelin, BFG, Uniroyal	2550 W Beaver St	Jacksonville	Duval	32254	John Hensley	904 389-0255	jensley@sniderfleet.com	
41	Snider Tire	56-0579497	Michelin, BFG, Uniroyal	718 Lane Ave N	Jacksonville	Duval	32254	James Thompson	904 674-2941	jthompson@sniderfleet.com	
42	Southern Tire & Fleet Service	81-4639734	Michelin, BFG, Uniroyal	5919-4 Commonwealth Avenue	Jacksonville	Duval	32254	Mike Parker	904 547-0874	parkerkmichael84@gmail.com	
43	St Lucie Battery & Tire Company	59-2231012	Michelin, BFG, Uniroyal	1650 NE Jensen Beach Blvd	Jensen Beach	Martin	34957	Marco Sanchez	772 334-1555	msanchez@sibt.com	
44	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	418 US-441	Lady Lake	Lake	32159	Tony Colon	352 430-2380	tonycolon@boulevardtire.com	
45	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	30938 Hwy 27	Lake Hamilton	Lake	33851	Chris Roberts	863 439-3608	info@boulevardtire.com	
46	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	910 US Hwy 27 NBOX C	Lake Hamilton	Lake	33851	Paula Bennett	863 439-3608	ebennett@boulevardtire.com	
47	Callaghan Tire	59-1795428	Michelin, BFG, Uniroyal	510 South Combee Rd	Lakeland	Polk	33801	John Miller	863 682-5171	info@boulevardtire.com	
48	McGee Commercial Tire & Services	16-0838627	Michelin, BFG, Uniroyal	3035 E. Main St.	Lakeland	Polk	33801	Russell Lee	863 665-9336	lakeland@callaghanhantire.com	
49	BARNETT TIRE SERVICE, INC. (TAD)	59-1031716	Michelin, BFG, Uniroyal	3939 US Hwy 98 South	Lakeland	Polk	33812	Johnny Bland	863 667-3347	98south@mcgeetire.com	
50	Miller Bros. Giant Tire Service	59-2802373	Michelin, BFG, Uniroyal	605 W. N BLVD	Lakeland	Polk	33478	Russ Barnett	352 787-5453	rbarnett1978@gmail.com	
51	Marathon Tire, Lube & More	47-1491839	Michelin, BFG, Uniroyal	14811 N 12th St.	Lutz	Hillsborough	33549	David Cole	813 975-8400	david.cole@mbts.net	
52	Boulevard Tire Center	59-2183177	Michelin, BFG, Uniroyal	12300 Overseas Hwy	Marathon	Monroe	33050	Cindy Jacobs	305 289-9992	sales@marathontireandauto.com	
53	Callaghan Tire	59-1795428	Michelin, BFG, Uniroyal	3850 NW 30TH Ave	Miami	Miami-dade	33142	Jessie Rodriguez	305 635-8116	jrodriguez@boulevardtire.com	
54	Callaghan Tire	59-1795428	Michelin, BFG, Uniroyal	3600 NW 54th St.	Miami	Miami-dade	33142	Rene Jimenez	305 634-7665	miami@callaghanhantire.com	

MILLER BROS. GIANT TIRE SVC	Varies by dealer	11430 CAMP MINE RD	BROOKSVILLE	HERNANDO	34601	(352)797-9205	Not Available
TOPLINE TIRE & AUTO CENTER	Varies by dealer	13251 CORTEZ BLVD.	BROOKSVILLE	HERNANDO	34613	352/596/6613	Not Available
TIRES PLUS TOTAL CAR CARE 5028	BS,FS, PW	925 S BROAD ST	BROOKSVILLE	HERNANDO	34601	(352)799-2991	Not Available
BOULEVARD TIRE CENTER	Varies by dealer	201 N. STATE ST.	BUNNELL	FLAGLER	32110-8024	(386) 586-6088	Not Available
A-1 TIRE CENTER	Varies by dealer	228 HWY 29 SOUTH	CANTONMENT	ESCAMBIA	32533-1453	(850) 968-4442	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	2502 SKYLINE BLVD	CAPE CORAL	LEE	33914	(239) 242-0691	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	1003 CAPE CORAL PKWY E	CAPE CORAL	LEE	33904	(239)542-5982	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	1919 DEL PRADO BLVD S	CAPE CORAL	LEE	33990	(239)772-8844	Not Available
TIRES PLUS TOTAL CAR CARE 5050	BS,FS, PW	2310 DEL PRADO BLVD S	CAPE CORAL	LEE	33990	(239)772-4997	Not Available
TIRES PLUS TOTAL CAR CARE 5086	BS,FS, PW	155 HANCOCK BRIDGE PKWY	CAPE CORAL	LEE	33990	(239)458-0200	Not Available
ACTION GATOR TIRE	Varies by dealer	980 N. SEMORAN BLVD.	CASSELBERRY	SEMINOLE	32707-5637	(407) 331-6868	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	350 SEMORAN BLVD	CASSELBERRY	SEMINOLE	32707	(407)339-2810	Not Available
TIRE MART OF CHIEFLAND	Varies by dealer	1530 NW 26TH AVE	CHIEFLAND	LEVY	32626	(352)-493-0013	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	2009 SUNNYDALE BLVD	CLEARWATER	PINELLAS	33765		Not Available
MAVIS TIRE SUPPLY	Varies by dealer	2165 GULF TO BAY BLVD	CLEARWATER	PINELLAS	33765-0000	(727) 431-3101	Not Available
TIRES PLUS	BS,FS, PW	2021 SUNNYDALE BLVD	CLEARWATER	PINELLAS	33765	(727) 441-3727	Not Available
CALLAGHAN TIRE	Varies by dealer	11940 44TH ST N	CLEARWATER	PINELLAS	33762	(727)571-3358	Not Available
MORGAN TIRE & AUTO	Varies by dealer	1620 N MCMULLEN BOOTH RD	CLEARWATER	PINELLAS	33759	(727)725-2563	Not Available
TIRES PLUS TOTAL CAR CARE 5001	BS,FS, PW	500 S MISSOURI AVE	CLEARWATER	PINELLAS	33756	(727)446-8341	Not Available
TIRES PLUS TOTAL CAR CARE 5023	BS,FS, PW	2607 GULF TO BAY BLVD	CLEARWATER	PINELLAS	33759	(727)796-2322	Not Available
TIRES PLUS TOTAL CAR CARE 5026	BS,FS, PW	2610 COUNTRYSIDE BLVD	CLEARWATER	PINELLAS	33761	(727)796-1028	Not Available
ACTION GATOR TIRE	Varies by dealer	591 E. HIGHWAY 50	CLERMONT	LAKE	34711-3173	(352) 394-4067	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	2587 S HIGHWAY 27	CLERMONT	LAKE	34711	(352) 243-3832	Not Available
SHAMROCK AUTOMOTIVE	Varies by dealer	16409 U.S. HIGHWAY 27	CLERMONT	LAKE	34715-7758	(352) 242-9299	Not Available
TIRES PLUS	BS,FS, PW	2625 E HWY 50	CLERMONT	LAKE	34711	(407) 654-6064	Not Available
FIRESTONE COMPLETE AUTO CARE	Varies by dealer	16747 CAGAN PARK AVE	CLERMONT	LAKE	34714		Not Available
BOULEVARD TIRE CENTER	Varies by dealer	1609 N COCOA BLVD	COCOA	BREVARD	32922	(321)639-3077	Not Available
GATTO'S TIRE & AUTO SERVICE	Varies by dealer	510 N COCOA BLVD	COCOA	BREVARD	32922	(321) 632-7500	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	6350 STATE ROUTE # 7 ROUTE 441	COCONUT CREEK	BROWARD	33073	(954)481-8856	Not Available
TIRES PLUS TOTAL CAR CARE 5110	BS,FS, PW	5524 S FLAMINGO RD	COOPER CITY	BROWARD	33330	(954)680-6000	Not Available
TIRES PLUS TOTAL CAR CARE 6044	BS,FS, PW	3820 BIRD RD	CORAL GABLES	MIAMI-DADE	33146	(305)444-9888	Not Available
NORTHBROOK AUTO & TIRE	Varies by dealer	11220 WILKES ROAD	CORAL SPRINGS	BROWARD	33076	(954) 345-9925	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	2020 N UNIVERSITY DR	CORAL SPRINGS	BROWARD	33071	(954)753-2302	Not Available
TIRES PLUS TOTAL CAR CARE 5084	BS,FS, PW	630 RIVERSIDE DR	CORAL SPRINGS	BROWARD	33071	(954)755-5066	Not Available
TIRES PLUS TOTAL CAR CARE 6015	BS,FS, PW	10510 WILES RD	CORAL SPRINGS	BROWARD	33076	(954)345-1596	Not Available
CRYSTAL RIVER FIRESTONE	Varies by dealer	1010 N. SUNCOAST BLVD.	CRYSTAL RIVER	CITRUS	34429-5473	(352) 795-5118	Not Available
TROTTA TIRE OF MIAMI	Varies by dealer	19100 SW 106 AVE UNIT 16	CUTLER BAY	MIAMI-DADE	33157-7643	(305) 259-7407	Not Available
T & J TIRE	Varies by dealer	20716 US HIGHWAY 301	DADE CITY	PASCO	33523	(352) 583-0987	Not Available
DAVIE TIRE	Varies by dealer	5841 ORANGE DR	DAVIE	BROWARD	33314-3617	(954) 321-6618	Not Available
GLENN'S AUTOMOTIVE CENTER	Varies by dealer	2601 REESE ROAD	DAVIE	BROWARD	33314-1206	(954) 792-9293	Not Available
BOULEVARD TIRE CENTER	Varies by dealer	4201 S STATE ROAD 7	DAVIE	BROWARD	33314	(954)792-7799	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	2901 S UNIVERSITY DR	DAVIE	BROWARD	33328	(954)472-9554	Not Available
MILLER BROS GIANT TIRE SVC INC	Varies by dealer	4971 SW 34TH PL	DAVIE	BROWARD	33314	(954)321-1755	Not Available
TIRES PLUS TOTAL CAR CARE 7096	BS,FS, PW	7520 ST RT 84	DAVIE	BROWARD	33325	(954)382-9578	Not Available
BOULEVARD TIRE CENTER	Varies by dealer	800 S NOVA RD	DAYTONA BEACH	VOLUSIA	32114	(386)258-8129	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	1700 INTL SPEEDWAY BLVD	DAYTONA BEACH	VOLUSIA	32114	(386)255-3306	Not Available
FIRESTONE COMPLETE AUTO CARE	BS,FS, PW	300 S RIDGEWOOD AVE	DAYTONA BEACH	VOLUSIA	32114	(386)255-7444	Not Available
TIRESOLES OF BROWARD	Varies by dealer	1865 S POWERLINE RD STE C	DEERFIELD BEACH	BROWARD	33442	954-354-1810	Not Available



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: Tim Heyrend, Utilities Manager

Date: June 1, 2021

Subject: Additional Authorization for Xylem Water Solutions USA, Incorporated

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for the City Commission to increase the authorization to Xylem Water Solutions USA Inc. (Xylem) for the sole source procurement of Flygt Products pumping equipment sales and service, for annual purchases that exceed the City Manager's purchasing authority of \$25,000 during the fiscal year.

Background

The City of Ormond Beach, like many municipal utilities have established standards for equipment and materials used in their plant processes and throughout their distribution and collection system. For wastewater pumping, The City of Ormond Beach has established Flygt pumps as its standard pump manufacturer; as such the majority of the City's eighty (80) remote lift stations and several in-plant pump components at the water reclamation facility contain equipment manufactured by Flygt. A list of Flygt equipment contained in the wastewater collection and treatment systems is attached.

Each year Utilities maintenance staff forecasts necessary repair and maintenance activities for system components including lift stations and the process pumps. On October 6, 2020, through Resolution No. 2020-145, the City Commission authorized \$235,000 for procurement of equipment and for repairs to Flygt pump and control equipment as distributed by Xylem Water Solutions, USA, Inc. This authorization allows Utilities maintenance staff to purchase equipment from Xylem and engage their service for maintenance of equipment. For each occurrence, staff obtains proposals from Xylem for the proposed purchase and issues a purchase order. During the current fiscal year, the Wastewater Division has replaced seven pumps and made repairs at 21 pump locations utilizing the majority of the authorized amount of \$235,000. Further maintenance of Flygt pumps is anticipated, including an immediate need for an additional \$67,000 to replace out of service pumps in the system. The ability to ensure that repairs and replacement of lift station pumps is critical to the successful operation

of the City's wastewater collection system

Discussion

As staff has utilized the full amount of the \$235,000 currently authorized to Xylem for pump repair or replacement, additional funds are required to address current needs as well as those additional repairs and replacements anticipated through the completion of the year. Staff is requesting an increase of \$150,000 to Xylem's authorization for pump repairs and replacement. This increase will allow the Wastewater Division to purchase the replacement pumps for those out of service in the amount of \$67,000, as well as providing additional authorization for FY20-21 to maintain appropriate service levels and reliability standards for the City's sanitary collection system.

Budget Impact

Pump replacement purchases and repair costs are included in the FY20/21 budget for Water & Wastewater Operating Renewal & Replacement (409) Funds, for a total cost of \$235,000. This request will authorize an additional \$150,000 for a total authorization of \$385,000. Funding will be derived from the reserves of Fund 409-Water & Wastewater Capital Improvement Fund. A budget adjustment will be needed.

Citizen Impact

Standard level of service and equipment promotes efficiency and system reliability, and promotes effective critical equipment response activities for the public good.

Recommendation

Staff recommends the resolution be authorized by the City Commission for an additional \$150,000 to procure necessary pumps, motors, equipment, controls and repair services provided by Xylem Water Solutions USA Inc. for Flygt pumps and products.

Attachments:

- 21-97 Pump Equip Purch Xylem addtl purch (P21-0056G) (PDF)
- Flygt Inventory 8-27-2020 (PDF)

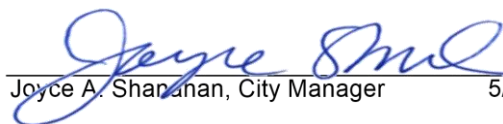
REVIEWED BY:


Kelly McGuire, Finance Director 5/6/2021



Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:



Joyce A. Shanahan, City Manager 5/27/2021

RESOLUTION NO. 2021-97

A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE FOR THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROL EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2020-145 the City Commission authorized the sole source procurement of pumping and control equipment and repair services from Xylem Water Solutions USA, Inc. on an as-needed basis in an amount not to exceed \$235,000.00 for FY 2020-2021, and

WHEREAS, the \$235,000.00 has been expended and there remains a need for an additional \$150,000.00 to repair failed pumps and maintain appropriate service levels and reliability for the city's sanitary collection system, and

WHEREAS, the City Manager has certified that the money for an additional expenditure for the parts and service in the amount of \$150,000.00 has been appropriated to the credit of the Water & Wastewater Operating Renewal and Replacement Fund reserves (409) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The City Commission hereby approves an additional expenditure of \$150,000.00 for the sole source procurement of pumping and control equipment

and repair services for the City's lift stations from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$150,000.00 for the remainder of FY 2020-2021, and to pay the cost thereof from the Water and Wastewater Operating Renewal and Replacement Fund reserves.

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

City of Ormond Beach

Memorandum

To: Shawn P Finley, P.E., Public Works Director

From: Ron Burk, Supervisor - Utilities Maintenance

Subject: **List of Flygt Equipment**

Date: August 27, 2020

Flygt equipment inventory as of October 27, 2020:

Flygt Pump Model	Quantity
3082	2
3085	8
3101	6
3102	45
3127	54
3140	10
3152	18
3153	6
3170	4
3171	6
3201	4
3301	5
3068	9
Total	177

Above itemized pump total includes equipment housed in the following described facilities:

- Remote Lift Stations
- Wastewater Treatment Plant: Recycle/Dewatering/Scumwells
- Water Treatment Plant: Lime Sludge Pits.

We currently have 58 Flygt Multi-trode Level Probes in use at the remote station sites.

The Lift Stations use the following Flygt Controllers:

APP 731	2
APP 521	5
MULTI-SMART	1
Multitrode MT2PC	40



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: Shawn Finley, Public Works Director

Date: June 1, 2021

Subject: Water Reclamation Facility Improvements

Commission Goal: N/A

Introduction

This is a request to award a work authorization to Mead & Hunt, Inc., for design services to improve various facilities at the Water Reclamation Facility (WRF).

Background

During the spring of 2020, Mead & Hunt performed a facilities needs assessment for the Water Reclamation Facility (WRF). The items included in this project are maintenance items in high wear locations. Specifically, this project includes the master lift station pump replacement, sludge decant building rehabilitation, bulk polymer tank improvements, post anoxic mixer installation, clarifier weir covers and grout launders and the chemical feed building rehabilitation/replacement. Operation of these process components are critical to the overall process of wastewater treatment. As such, maintenance of these items is necessary for long term operations.

This project was identified in the City's Utility Master Plan Update and was included in the five year Capital Improvement Program for design in FY 2020-21 and construction to occur in FY 2021-22.

Discussion

Staff has developed a scope of work and negotiated a proposal from Mead & Hunt, Inc. for design of this project. Mead & Hunt was pre-qualified, in the category of wastewater treatment, through the RFP process when the city selected professional service providers for its continuing contracts [as provided by Fla. Stat. Sec. 287.055(2)(g)]. Mead & Hunt's extensive experience with the City's wastewater treatment plant allows their office to provide an economic design proposal with a process that will be well suited to serve this facility.

Along with the scope of work, staff has negotiated a professional services fee of \$135,642 for design of this project. The scope of work includes design, permitting and bidding services. Construction costs are estimated to be \$1,300,000.

Budget Impact

Engineering design services for the WRF improvements are included in the budget of Fund 409-Water & Wastewater Capital Improvements Fund in the amount of \$170,000. Adequate funding is available to approve the engineering services work authorization.

Citizen Impact

This project will result in long term cost savings in operation and maintenance of the WRF.

Recommendation

Staff recommends award of the work authorization for engineering services to Mead & Hunt, Inc., for the not-to-exceed amount of \$135,642.

Attachments:

- 21-98 WRF Upgrades-Mead & Hunt (P21-0058G) (PDF)
- Work Authorization (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/25/2021

RESOLUTION NO. 2021-98

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD AND HUNT, INC. FOR ENGINEERING DESIGN AND BIDDING SERVICES REGARDING THE WATER RECLAMATION FACILITY UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and Mead and Hunt, Inc., the appropriate City staff members have negotiated with Mead and Hunt, Inc. to provide engineering design and bidding services for the Water Reclamation Facility upgrades project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$135,642.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water/Wastewater Renewal & Replacement Fund (409) for the Project and 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 proposal submitted by Mead and Hunt, Inc. to perform the Project at a total cost not to exceed \$135,642.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Mead and Hunt, Inc. for the performance of the

Project at the said price, and to pay the cost thereof from the Water/Wastewater Renewal & Replacement Fund (409).

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Mead & Hunt, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: WRF Upgrades – Design

Project Description: Design and bidding services for Water Reclamation Facility (WRF) upgrades to include master lift station pump replacement, sludge decant building rehabilitation, bulk polymer tank improvements, post anoxic mixer installation, clarifier weir covers and grout launderers, and chemical feed building rehabilitation/replacement, as detailed in the attached proposal.

Estimated Project Construction Cost: \$1,300,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Project Management	Fixed Fee	\$9,086.00
Preliminary Design	Fixed Fee	\$24,868.00
Project Design	Fixed Fee	\$81,458.00
Bidding Services	Fixed Fee	\$7,730.00
Contingency	Actual Cost	\$12,000.00
Reimbursable Expenses	Actual Cost	\$500.00
Total Fee Authorized:	Not To Exceed	<u>\$135,642.00</u>

Funding Source: Water/Wastewater R & R Fund (409)

Estimated Time for Completion: 180 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
MEAD & HUNT, INC.

By: _____
Bill Partington
Mayor

By: _____
Brad T. Blais, P.E.
Vice President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. 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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is 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. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. 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 as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



April 14, 2021

Lynn Carter, PE
Utilities Engineer
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

Email: lynn.carter@ormondbeach.org

Hard Copy Mailed Only on Request

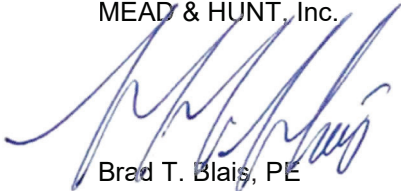
**Water Reclamation Facility 2021-22 CIP Upgrades
Scope of Services and Fee Estimate**

Dear Lynn,

We are pleased to offer the enclosed scope of services and fee estimate for design and bidding assistance for the above referenced project. The project involves design of capital improvement projects (CIP) at the City's water reclamation facility (WRF). The projects were identified in the 'WRF Condition Assessment Report' dated July 2020.

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

Sincerely,
MEAD & HUNT, Inc.



Brad T. Blais, PE
VP/Client Manager



Andrew Giannini, PE
Senior Project Manager

Enclosure – Scope of Services and Fee Estimate

Lynn Carter, P.E.
April 14, 2021
Page 2

**CITY OF ORMOND BEACH
SCOPE OF SERVICES AND FEE ESTIMATE
FOR
WATER RECLAMATION FACILITY 2021-22 CIP UPGRADES**

MUNICIPAL UTILITY SERVICES

This Task Order is in conformance with the Continuing Contract for Municipal Utility Services, RFQ 2017-01 dated March 20, 2017, between the City of Ormond Beach (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves design of capital improvement projects (CIP) at the City's water reclamation facility (WRF). The projects were identified in the 'WRF Condition Assessment Report' July 2020. These projects represent the highest priority needs, based upon the referenced assessment and are described in greater detail within the body of that document. The specific elements and project #'s are:

- Master Lift Station (MLS) #1 Pump Replacement (WRF-1)
- Sludge decant building rehabilitation (WRF-1)
- Bulk polymer tank improvements (WRF-1)
- Post Anoxic mixer installation (WRF-1)
- Clarifier weir covers and grout launders (WRF-3)
- Chemical Feed Building Rehabilitation/Replacement (WRF-8)

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Lynn Carter, P.E.

April 14, 2021

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Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Meeting Agendas and Summaries
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating design alternatives and budget level pricing. The preliminary design concepts detailed in the PDR will be viable options for a comparison of alternatives. The PDR will include an initial engineer's opinion of probable construction cost (EOPCC) and confirmation of project permitting requirements.

A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a draft PDR review meeting to review the CITY's comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents.

Deliverables – Preliminary Design

- Draft Preliminary Design Report
- Preliminary Design Review Meeting Summary
- Final Preliminary Design Report

Lynn Carter, P.E.

April 14, 2021

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PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the proposed improvements detailed in the final PDR. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments are addressed in the 60% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. The MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Lynn Carter, P.E.
April 14, 2021
Page 5

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 1 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. The MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 90% review meeting are addressed in the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PERMITTING

This proposal assumes that all improvements are considered incidental to operation and maintenance (O&M) and neither a FDEP Operating permit modification or an Environmental Resource Permit are required.

Lynn Carter, P.E.
April 14, 2021
Page 6

PHASE 4 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare up to two (2) addenda.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award. Conformed bid documents will be included in the construction phase services.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

Lynn Carter, P.E.
 April 14, 2021
 Page 7

SERVICES DURING CONSTRUCTION

Not included at this time.

PHASE 5 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the CITY to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

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

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>180 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>45 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Project Design</i>	<i>90 days</i>	<i>Client approval of PDR</i>
<i>Phase 4 – Bidding Services</i>	<i>45 days</i>	<i>Client approval of 90% Design</i>

The above timeframes *do not* include Client and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is \$ **135,642**. The Contingency Funds authorized for use on this project may only be expended upon written approval from the CITY. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the CITY.

The above fee is based on the following breakdown:

Lynn Carter, P.E.
 April 14, 2021
 Page 8

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	\$9,086	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	\$24,868	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	\$81,458	<i>Lump Sum</i>
<i>Phase 4 – Bidding</i>	\$7,730	<i>Lump Sum</i>
<i>Subconsultants/Reimbursables</i>	\$500	<i>Time & Expenses</i>
<i>Subtotal</i>	\$123,642	
<i>Phase 5 Contingency at 10%</i>	\$12,000	<i>Time & Expenses</i>
TOTAL	\$135,642	

AUTHORIZATION:

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

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

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF ORMOND BEACH, 22 S. BEACH STREET, ORMOND BEACH, FL 32174, City Clerk, (386) 676-3331, cityclerk@ormondbeach.org

**CITY OF ORMOND BEACH
WRF 2021-22 CIP UPGRADES
OB WWTP
ESTIMATED MANHOURLY SCHEDULE
May 11, 2021**



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: Brian Rademacher, Economic Development Director

Date: June 1, 2021

Subject: Supplemental Environmental Assessment - Runway 9/27

Commission Goal: Economic Development - Other

Introduction

This is a request to authorize execution of a work authorization with Hoyle, Tanner & Associates, Inc. (HTA) to prepare a Supplemental Environmental Assessment (SEA) for the project to extend Runway 9/27 and Taxiway Alpha at the Ormond Beach Municipal Airport. HTA has been selected for this project pursuant to RFQ 2018-23.

Background

The project to construct the extension of Runway 9/27 and the extension of Taxiway Alpha is an element of the Airport Master Plan, and was approved as part of the Master Plan by the City Commission on November 2, 2015. The Runway 9/27 and Taxiway Alpha extension project is also included in the City's approved Five-Year Capital Improvement Plan. The runway extension will provide safety improvements for the flying public and help the airport better serve as a public transportation facility. Many corporate twin engine turboprops and lighter jets that currently use the airport can operate more efficiently and safely with runway lengths between 4600 and 5000 feet. The runway extension may also reduce the impacts of aircraft noise. Extending the runway will result in aircraft having a greater linear distance to climb as they travel. As a result, noise impacts may be mitigated to a degree by the higher altitude of these aircraft.

The City received Federal Aviation Administration (FAA) funding to complete the Environmental Assessment and Design for the runway extension project in 2018 via Resolution 2018-101. An Environmental Assessment (EA) was prepared and a Finding of No Significant Impact (FONSI) was issued by the FAA on March 22, 2018, for the original project to extend Runway 9-27 by 1,000 feet to the west.

The City received an FAA grant to fund the extension of Runway 9/27 and Taxiway Alpha, authorizing the construction of a 1,000 linear foot extension to the primary

runway and taxiway in a westerly direction. The grant was approved by the City Commission via Resolution 2019-183. Additional funds for the project were provided by the Florida Department of Transportation (FDOT) under a grant approved by the City Commission via Resolution 2020-35. Construction of the runway extension project did not commence as planned due to the City's inability to meet the FAA's special grant condition that the City acquire either easements or fee title to that portion of the Runway Protection Zone (RPZ) that was not on airport property.

To utilize the grant funds made available by the FAA, the City, in coordination with the FAA, have agreed to revise the project scope to construct a 600 linear foot extension to the west, which is also an element of the Airport Master Plan. This revised project will increase the runway length from 4,005 feet to 4,605 feet, allowing for the Runway Protection Zone (RPZ) to remain within existing airport limits, and negating the need for easements or fee title to non-airport property.

Discussion

To use funds under the existing FAA grant and in coordination with FAA, staff and per FAA NEPA requirements, the City will complete a SEA to revise the purpose and need for the project to reflect a 600' extension to the west, and address environmental impacts that may be realized by the change in the project scope. The document will build upon the information presented in the original EA, revise information provided as necessary, and update environmental information as needed.

HTA completed the original EA for the runway extension project and has been engaged to complete the supplemental assessment. Completion of the supplemental assessment will be followed by a 30-day public comment period and review by the FAA, prior to the issuance of a new Finding of No Significant Impact (FONSI).

The work authorization proposed for approval herein will facilitate preparation of a SEA for the runway extension project, in accordance with the requirements of the National Environmental Policy Act (NEPA) of 1969, the FAA Order 1050.1F Environmental Impacts: Policies and Procedures, Order 5050.4B NEPA Implementing Instructions for Airport Actions, and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, as revised in July of 2020.

Citizen Impact

The project to extend Runway 9/27 and Taxiway Alpha pertains specifically to current and planned airport operations, and will have no impact upon the City's general population. The extended runway and taxiway pavement will serve as an operational safety enhancement for the flying public, and will help the airport to better serve in its role as a public transportation facility. The runway extension will not change the airport's fleet mix and may help reduce noise impacts upon the many communities and neighborhoods.

Budget Impact

Preparation of the SEA will cost \$45,000. The runway extension construction project budget includes a local match of approximately \$73,854, of which approximately \$14,000 may be applied to the SEA. This is because the required local match for the construction of the runway extension project will be reduced by approximately \$14,000 due to the reduced scale of the project. An additional amount of approximately \$31,000 will be allocated to the Airport Fund to pay for the remaining cost of the SEA.

Recommendation

Staff recommends that the City Commission approve execution of the proposed work authorization.

Attachments:

- 21-99 Work Authorization Supplemental Environmental Assessment (P21-0064G) (PDF)
- Work Authorization: HTA Rwy 9 Twy A Extension SEA (PDF)
- Runway Project Map (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/26/2021

RESOLUTION NO. 2021-99

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH HOYLE, TANNER AND ASSOCIATES REGARDING A SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT TO EXTEND RUNWAY 9/27 AND TAXIWAY ALPHA AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, an Environmental Assessment was prepared by Hoyle, Tanner & Associates, Inc., and a Finding of No Significant Impact was issued by the FAA on March 22, 2018, for the original project to extend Runway 9/27 by 1,000 feet to the west from its current 4,004 feet to 5,004 feet, and

WHEREAS, the project has been delayed due to the City's inability to acquire either avigation easements or fee title to that portion of the Runway Protection Zone that would not be on airport property under that project scope, and

WHEREAS, the City, in coordination with the FAA has agreed to revise the project scope to construct a 600 linear foot extension to the west, which would increase the runway length from 4,005 feet to 4,605 feet and would allow the Runway Protection Zone to remain within existing airport limits, eliminating the need for avigation easements or acquisition of fee title, and

WHEREAS, a Supplemental Environmental Assessment is required to reflect a 600-foot extension to the west and to address environmental impacts that may be realized by the change in the project scope, and

WHEREAS, the appropriate City staff members have negotiated with Hoyle,

Tanner & Associates, Inc. to provide a Supplemental Environmental Assessment for the Runway 9/27 and Taxiway Alpha Extension Project for the Ormond Beach Municipal Airport as described on the attached Work Authorization at a cost of \$45,000.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Airport Fund (108) for the project and have not been appropriated for any other purpose, 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 a Work Authorization between the City and Hoyle, Tanner and Associates Inc., to provide a Supplemental Environmental Assessment for the Project at the said price, and to pay the cost from Airport Fund (108). A copy of the Work Authorization is 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 June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Hoyle, Tanner and Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Titles: Airport Runway 9 & Taxiway Alpha Extension – Supplemental Environmental Assessment

Project Descriptions: Preparation of a Supplemental Environmental Assessment (SEA) for the Runway 9 and Taxiway Alpha extension project , as detailed in the attached Scope of Services and Fee Schedule.

Estimated Project Construction Cost: \$2,700,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Environmental Assessment	Fixed Fee	\$45,000.00
Total Fee Authorized:	Not to Exceed	\$45,000.00

Funding Source: Airport Fund (108)

Estimated Time for Completion: 90 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
HOYLE TANNER & ASSOCIATES, INC.

By: _____
Bill Partington
Mayor

By: _____
Douglas N. Norman
Senior Vice President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. 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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is 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. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. 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 as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



95 E. Mitchell Hammock Road
Suite 200
Oviedo, Florida 32765
407-380-1919
www.hoyletanner.com

Ormond Beach Municipal Airport Ormond Beach Florida Scope of Services

Supplemental Environmental Assessment

Introduction and General Elements of Work

This project involves preparation of a Supplemental Environmental Assessment (SEA) for the Runway 9-27 Extension, Taxiway A Extension, and On-and Off-Airport Obstruction Removal project at Ormond Beach Municipal Airport (OMN) in accordance with the requirements of the National Environmental Policy Act (NEPA) of 1969, the Federal Aviation Administration (FAA) Order 1050.1F Environmental Impacts: Policies and Procedures and Order 5050.4B, NEPA Implementing Instructions for Airport Actions, and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA as revised July 2020.

An Environmental Assessment (EA) was prepared and Finding of No Significant Impact (FONSI) was issued by the FAA on March 22, 2018 for the following proposed actions at OMN: extending Runway 9-27 by 1,000 feet to the west, from its current 4,004 feet to 5,004 feet. The project also required the acquisition of avigation easements and clearing approach surfaces to the new threshold.

Subsequently, OMN has been unable to obtain the necessary avigation easements that would allow for the complete 1,000 ft. extension of RW 9-27, and, per coordination with FAA staff and per FAA NEPA requirements, will develop an SEA to extend RW 9-27 by 600 feet to the west of the existing end of the runway. This revised project will increase the RW length from 4,005 feet to 4,605 feet and would allow for the Runway Protection Zone (RPZ) to remain within existing airport limits.

The following is a description of the key elements and deliverables that will be completed by the Hoyle, Tanner & Associates team:

1. Task – Project Administration

This task product includes developing all necessary contracting and project administration:

- 1.1. Prepare Scope of Services that identifies the general elements as well as the tasks of work to be conducted under each of the project activities.
- 1.2. Prepare Consultant Owner Agreements

- 1.3. Create Project Schedule and update the schedule throughout the project as necessary and/or as requested by FAA.
- 1.4. Conduct Scoping meeting with FAA and Sponsor via telephone.
- 1.5. Produce Contract Fee Estimate that defines the cost for each task in the scope and the anticipated costs including, but not limited to, presentation materials; printing and graphics; and related meetings.
- 1.6. Prepare for and attend one staff level meeting to be held on the same day as a Public EA Scoping Meeting (assume Principal, Project Manager and Environmental Coordinator).
- 1.7. Coordinate and partake in bi-weekly phone calls with Owner and FAA for status updates.
- 1.8. Assist Owner with administrative support

2. Task – Supplemental Environmental Assessment (SEA)

The purpose of the SEA is to identify substantial changes to the proposed action that are relevant to the environment and disclose new circumstances and information relevant to the environment or impacts that were not addressed in the original EA for the project. The CONSULTANT will complete an SEA that will build upon the information presented in the original EA, revise information provided as necessary, and update environmental information as needed.

The CONSULTANT's work under this task will include:

- 2.1 Revise the Purpose and Need for the Project.
- 2.2 Define the Proposed Action in both narrative and graphics and will include all limits of construction, grading, easement acquisition, clearing and stormwater modifications where required.
- 2.3 Revise the discussion of project alternatives and the comparative matrix analysis provided in the original EA, including the no build and 2 action alternatives.
- 2.4 Update the Noise analysis using the newest AEDT reflecting the revised project action to extend RW 9-27 by 600 feet to the west of the existing end of the runway.
- 2.5 Revise/Update the Existing/Affected Environment in narrative form supported by the appropriate graphics- this will serve as the background for preparation of the Environmental Consequences discussion.
- 2.6 Describe Environmental Consequences and Impacts for the revised project as compared to the previously approved proposed action (Alternative 2) as outlined in FAA Orders 5050.4B and 1050.1F.

The impact areas from Alternative 3, the currently proposed action, were fully contained within the impact areas for Alternative 2, the previous proposed action, thus the SEA will not address those resources that were not discussed in detail in the original EA (Climate, Coastal Resources, Section 4(f), Farmlands, Hazardous materials, Natural Resources and Energy Supply, Socioeconomics, and Visual Effects), unless significant new information relevant to these categories is available. The SEA will only address how the change in alternatives will result in changes to the following resource categories:

- a. Air Quality
- b. Biological Resources

- c. Historical, Architectural, Archaeological and Cultural
 - d. Land Use
 - e. Noise and Compatible Land Use
 - f. Water Resources – Wetlands, Water Quality, Floodplains
- 2.7 Revise/Update Mitigation Alternatives.
 - 2.8 Submit Preliminary Draft SEA to FAA and City for review.
 - 2.9 Incorporate FAA Comments and revise Draft SEA.
 - 2.10 Provide revised preliminary draft SEA and draft NOA to FAA for review of revisions and approval to circulate the Draft SEA for public review.
 - 2.11 Publish Draft SEA, advertise Notice of Availability, distribute as needed.
 - 2.12 Attend 1 Draft SEA Public Comment Meeting (located in Ormond Beach). Prepare agendas and exhibits to provide information to the public for comment; submit to FAA for review and revise to final as necessary. Anticipate the Principal, Senior Planner, and Environmental Coordinator to attend. CONSULTANT to draft presentation plan. The required graphic materials (exhibits, hand-outs, etc.) for this meeting will be prepared by Hoyle, Tanner. The City of Ormond Beach will be responsible for the written newspaper advertisements for the workshop and for providing the transcripts for inclusion into the SEA.
 - 2.13 Receive and track any public comment(s) received during the 30-day public comment period.
 - 2.14 Coordinate comments and develop draft Comment Summary and Response Document; submit to FAA for review and revise to Final as necessary. Comments received throughout the study process will be reviewed and incorporated, as appropriate, into the Final SEA.
 - 2.15 Revise Draft SEA to Draft Final SEA per comments, submit to FAA for review.
 - 2.16 Prepare Final SEA.
 - 2.17 Publish Final SEA and FONSI, advertise Notice of Availability, distribute as needed.

3. Task – Project Closeout

- 3.1 The Consultant will respond to requests for electronic copies of project deliverables.
- 3.2 The Consultant will complete contract closeout billing, documentation and properly archive all project data and reports for a period of six (6) years.

Final Project Scope Assumptions:

It is the responsibility of the FAA to issue a determination upon completion of the SEA. It will be up to FAA to determine if the project meets the threshold for a Finding Of No Significant Impact (FONSI). Hoyle, Tanner cannot guarantee that this SEA will result in the FAA issuing a FONSI. The FAA has stated that a 30-day public comment period will be the maximum public comment period required for this project.

The FAA has stated that agency coordination is not anticipated for completing the SEA. Should agency coordination be required, a scope amendment will be developed to address those additional efforts.

Updating the affected environment and environmental consequences sections of the EA for the SEA is not likely to require field work by subconsultants and will only include desktop analysis for any impact categories that may have changed based on the availability of online data, e.g.,

USFWS IPAC, National Park Services National Register of Historic Places (NRHP), and the Division of Historic Resources Florida Master Site File (FMSF). Should field work and subconsultant coordination be required, a scope amendment will be developed to address those additional efforts.

The following existing reports prepared for the EA will not be updated for the SEA and will not be included in the SEA document as Appendices even if they may be referred to in the SEA, including: OMN Runway Length Analysis, OMN Forecast and Master Plan, Environmental Report, Report on Air Quality, Noise and Climate from KBE, Cultural Resources Assessment and Pedestrian Survey, and RPZ Alternatives Analysis Report.

The Noise analysis that was done for the EA will be updated for the SEA using the current version of the AEDT. The SEA will review existing, readily available data on operations and fleet mix, including the Draft 202 TAF, to revise the forecast from the data used for the EA- the 2016 Master Plan Update and the Chapter 5: Forecast within that Master Plan. References for the new data sources will be provided and any changes from the EA will be detailed in the SEA narrative. The EA modeled noise for an opening year of 2019 and a 5-year of 2024; the SEA will model the noise for an opening year of 2024 and a +5-year of 2029.

Per FAA direction, the SEA to be developed and provided to FAA will not be a revision of the EA Form that was provided in the original EA.

PROFESSIONAL SERVICES COMPENSATION
 FOR
 SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT
 FDOT FM No. XXXXXXXXXX
 ORMOND BEACH MUNICIPAL AIRPORT
 ORMOND BEACH, FLORIDA

Phase No.	Service Description	Compensation	Method
I. Basic Services			
51	Environmental Assessment	\$ 45,000	Lump Sum
GRAND TOTAL All Services		\$ 45,000	

Lump sum fees are fixed and complete, inclusive of all labor, expenses, overhead, general and administrative costs of doing business, and profit.

Supplemental Environmental Assessment - Runway 9 Extension
Manhours, Overhead, Profit, and Expenses Analysis

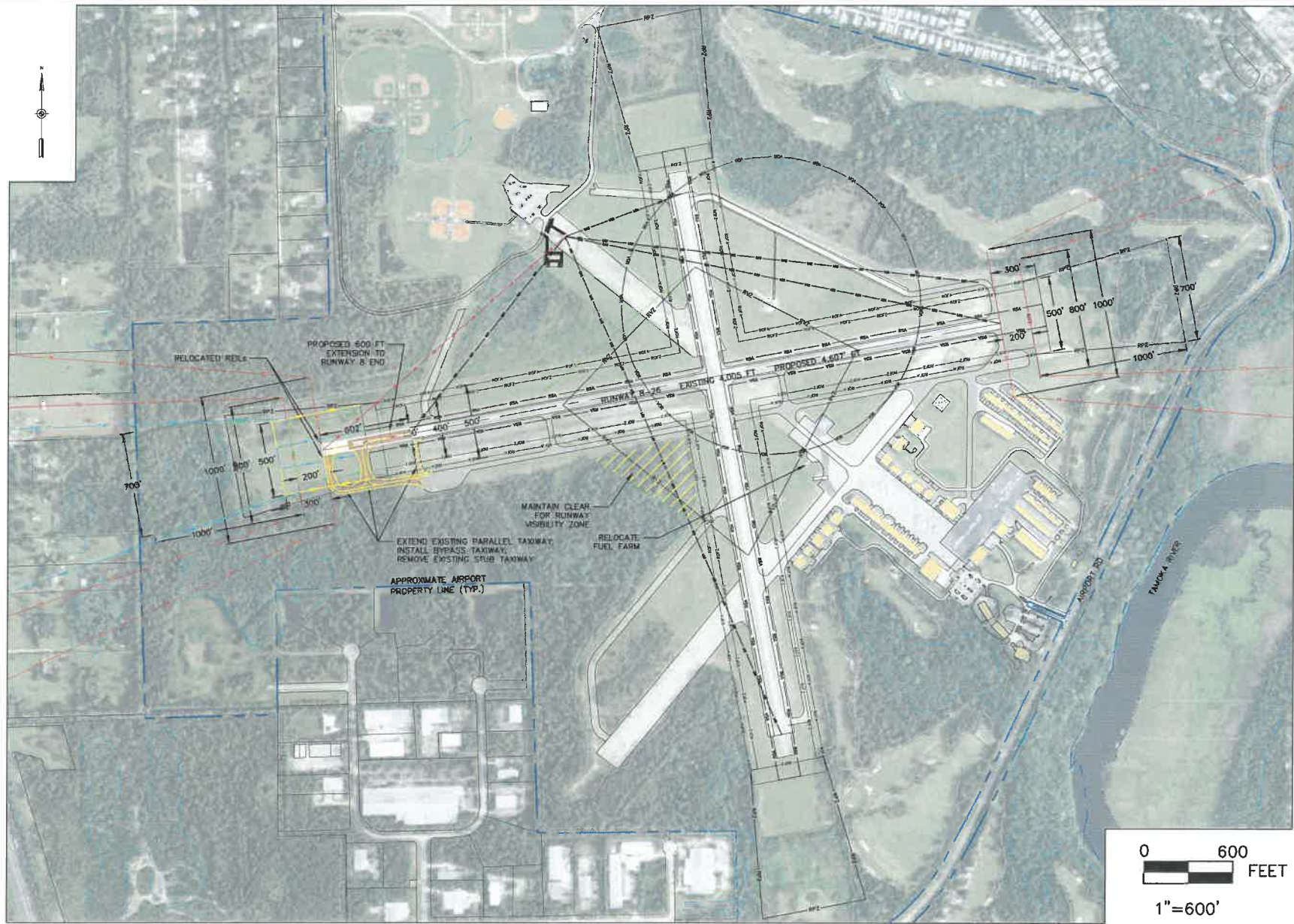
Salary Costs	31	41	11	13	1	61			
Title	Project Administration	Supplemental Environmental Assessment	Project Closeout	Noise Countours			Total Hours	Hourly Rate	Extended Costs (\$)
Principal	20	8	2	2			32	\$200.00	\$6,400
Project Manager	4	48	2	8			62	\$180.00	\$11,160
Environmental Coordinator III		102					102	\$120.00	\$12,240
Environmental Coordinator I		38					38	\$90.00	\$3,420
Project Planner I								\$115.00	\$0
Resident Inspector							0	\$125.00	\$0
Technical Assistant		16					16	\$75.00	\$1,200
Administrative/Clerical Support		12	4	2			18	\$55.00	\$990
Total Hours per Phase	24	186	8	12	0	0	268		
SubTotal Labor	4,720.00	27,760.00	980.00	1,950.00	0.00	0.00			35,410.00
Printing		\$220							\$220
SubConsultants				\$8,920					\$8,920
Fixed Fee, 10%,SubConsultants									\$0
Travel		\$450							\$450
Other, Misc.,Postage,Photos,Fees									\$0
SubTotal Subconsultants and Expenses	0.00	670.00	0.00	8,920.00	0.00	0.00			9,590.00
Total Fees	\$4,720	\$28,430	\$980	\$10,870	\$0	\$0			
Total	\$45,000.00								



ORMOND BEACH MUNICIPAL AIRPORT
RUNWAY 8-26 EXTENSION
ALTERNATIVE #3

EXHIBIT
7-3

Drawing notes: H:\30710\ang\Emph\Emph1-7-3-Future RW-Alt 3.dwg Jun 29, 2016 -- 8:42am





CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
From: Randal A. Hayes, City Attorney
Date: June 1, 2021
Subject: Settlement of workers' compensation claim
Commission Goal: N/A

Introduction

The matter before the city commission involves consideration of a settlement proposal regarding the workers' compensation claim of former/retired firefighter, Matthew Schubert.

Discussion

Please refer to the attached memorandum that has been prepared by the city's workers' compensation counsel.

Budget Impact

Payment in the amount of \$50,000.00 for the settlement of this claim will be made from the Workers' Compensation Insurance Fund.

Citizen Impact

There will be no citizen impact as a result of the settlement of this claim.

Recommendation

The city's claims committee, the city attorney, and the city's workers' compensation counsel recommend approval of the proposed settlement.

Attachments:

- 21-101 Schubert workers comp settlement (P21-0065G) (PDF)
- Schubert Settlement Memo (PDF)

RESOLUTION NO. 2021-101

A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF MATTHEW SCHUBERT; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission of the City of Ormond Beach hereby approves the settlement of the claim of Matthew Schubert, as more particularly described in the Workers' Compensation Counsel's memorandum attached hereto and incorporated herein by reference, and further directs that payment be made as set forth therein.

SECTION TWO. The City Attorney, and/or his designee, is hereby authorized and directed to execute a settlement agreement, including any and all documents that are necessary and incidental thereto, regarding the settlement of the aforescribed claim.

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

APPROVED AND AUTHENTICATED this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

OFFICE OF GEORGE A. HELM III
WORKER'S COMPENSATION COUNSEL
MEMORANDUM

TO: Honorable Mayor and City Commissioners

FROM: George A. Helm III, Esquire, Worker's Compensation Counsel

DATE: May 26, 2021

RE: Settlement of worker's compensation claims involving Matthew Schubert

Introduction:

This is a request that the City Commission approve a total workers compensation settlement to Matthew Schubert in the amount of \$50,000 which includes all attorneys fees and costs. As part of the settlement Mr. Schubert will sign a general release in favor of the employer for all potential claims of any type except those related to vested benefits. At mediation on May 26, 2021 we reached a contingent agreement.

Background:

The claimant is a male 56-year-old retired/former firefighter who was employed with the city of Ormond Beach from June 1993 until June 2019 when he retired.

On April 1, 2009 the claimant suffered a hypertension accident that was ultimately accepted compensable under section 112.18, F. S., commonly referred to as Florida's Heart & Lung Law. Since acceptance the claimant has primarily been treating with Dr. Donald Fornace, cardiologist, who placed him at maximum medical improvement for his hypertension condition on or before March 27, 2019 with a 2% permanent partial impairment rating according to the 1996 Fla. Uniform Permanent Impairment Rating Schedule.

Because Mr. Schubert has a compensable hypertension workers compensation claim he is entitled to lifetime medical treatment for hypertension and any condition related thereto. Over the past 3 years we've spent an average of approximately \$3500 per year on medical treatment. At that rate assuming a normal life expectancy of approximately 24 years our estimated potential exposure approximates \$84,000. Hypertension cases, however, have a tendency to get worse with time as they carry an increased risk of stroke and other hypertension complications. Hypertension is a disease of age. Accordingly, it's realistic to assume future medical expenditures will increase as will our overall potential exposure. Just one associated hospitalization can dramatically increase exposure.

Settlement eliminates all potential exposure.

Budget impact:

\$50,000 would have to be paid within 30 days of approval.

Recommendations:

The City's Claims Committee recommends the City Commission approve the attached resolution approving the settlement of this workers compensation claim for the total sum of \$50,000.

Sincerely,

George A. Helm, III



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: June 1, 2021

Subject: Request for Proposals - CDBG, Fleming Playground Project

Commission Goal: N/A

Introduction

This disposition item provides public notice of the City's intent to issue a request for proposals (RFP) for a company who is qualified to design and install the Fleming Playground project, 2021-09, as funded by the FY 20-21 Community Development Block Grant (CDBG).

Background

The Fleming Playground project is included in the City's FY 20-21 CDBG Subrecipient Agreement with Volusia County as a Department of Housing and Urban Development (HUD) approved eligible activity and is included on this agenda for approval.

Discussion

The Fleming Playground project proposes to install a new playground for ages 5-12 that will replace the existing deteriorated equipment that was installed in the 1990's. This project is located off of Fleming Avenue and within Central Park I; see location map within the RFP documents. This is a highly used facility by the community and general public, and replacing this equipment will be a great benefit to both. This RFP will select a company to design and install a playground, per the scope of work outlined.

Budget Impact

There is no budget impact at this time. Funding for this project will be derived from FY 20-21 CDBG funds, with \$129,804 total available for the project award.

Citizen Impact

The construction of this new playground will have short-term impacts to the general

public while the project is being completed. Upon completion, it will provide different play experiences to this highly used park and will likely increase the number of visitors to Central Park overall.

Recommendation

The City intends to publicly advertise the RFP for design and installation services for the CDBG Fleming Playground project, unless otherwise directed by the City Commission.

Attachments:

- RFP Documents (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/25/2021



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **CDBG – Fleming Playground**

RFP NUMBER: **2021-09**

RFP OPENING DATE & TIME: **July 8, 2021 at 3:00 PM**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **June 22, 2021 at 3:00 PM, City Hall
Training Room**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer 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 Proposer.

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 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 Bids or 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.

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.

NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS/PUBLIC RECORDS: 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/proposal opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Coordinator City Hall Room 101 on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Coordinator City Hall Room 101 after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF RFP: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Proposals shall be opened at the time, date and place specified in the RFP, and the name of the Proposer shall be read aloud publicly.

RFP TABULATION: Any Proposer wishing to receive a copy of the RFP tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFP tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFP 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 City's Purchasing Coordinator, unless otherwise specified in the RFP. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. 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/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals 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.

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

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.

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 Proposals or waive any minor irregularity or technicality in the Proposals 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:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174.
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

REQUEST FOR PROPOSALS

CDBG – FLEMING PLAYGROUND RFP NO. 2021-09

The City of Ormond Beach, in compliance and in accordance with the provisions of Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking proposals from companies who are qualified to design and install all fitness equipment components for this project.

The document package necessary for participating in this RFP can be obtained on-line at www.demandstar.com, or by calling DemandStar at (206) 940-0305. If you have any difficulty obtaining the RFP documents, please contact the City's purchasing office at (386) 676-3223.

There will be a pre-submittal meeting on **June 22, 2021 at 3:00 PM** at the City Hall Training Room, 22 South Beach Street, Ormond Beach. This meeting is not mandatory. **The deadline to submit questions is July 1, 2021 at 5:00pm.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

One (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be submitted in a single sealed envelope to the Purchasing Coordinator City Hall Room 101, 22 South Beach Street, Ormond Beach, FL 32174, no later than **July 8, 2021 at 3:00 PM.**

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.

THE CITY OF ORMOND BEACH

By: Rob Hart
Purchasing Coordinator

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida, is requesting proposals and services from companies who are qualified to design and install all playground equipment components for this project. The equipment shall meet all current playground/fitness safety standards and certifications including, but not limited to, CPSC, ASTM, DIN and IPEMA.

Background

The proposed Fleming playground will be located off of Fleming Avenue and is within Central Park 1. This new playground will replace the existing deteriorated equipment that was installed in the 90's. Central Park is a city-owned and operated neighborhood park which is 149 acres that is open to the public. The project is located at 601 Fleming Avenue in Ormond Beach which is also a Community Development Block Grant (CDBG) area. This is a highly used facility by the surrounding community and general public.

The project area is located on the north side of the existing parking lot, see attached map for location and pictures. The defined playground area is approximately 30' width x 60' length maximum (playground area can be smaller dimensions as long as it fits within the maximum dimensions) which runs west to east. In the design there should be a 5' foot wide walkway connection located 5' feet off the existing sidewalk on the south side of the project.

Scope of Work/Layout Design

This is a turn-key project to design the new playground layout, supply materials, deliver and install new exterior commercial playground equipment, including required permitting. The selected company shall be issued a contract for services for this project.

Vendors are required to develop and provide equipment layout plan for the project area utilizing the scale of 1"=10'. Complete three-dimensional drawings or photos of equipment and plan view drawing showing the layout within the provided use zone are required. All design plans/drawings shall be shown in complimentary color families.

Each vendor can provide 3 different designs maximum for this submittal. Each design should be labeled Option 1, Option 2 and Option 3. One design layout is required, however additional designs are optional.

The general dimensions of the area are provided for planning purposes, vendors are responsible for ensuring the accuracy of these measurements and for ensuring that any equipment layout proposed will fit the actual site dimensions.

Current Conditions

See attached aerial map that shows project location and existing surrounding site elements.

All existing site elements are to remain (i.e. existing walkway, bench and existing shade tree & Date palm to the north).

Playground Equipment

The playground equipment chosen shall be durable and designed for outdoor use. This playground equipment selected shall incorporate the latest playground design philosophy and technology addressing the physical and creative needs of children. The playground equipment selected shall be appropriate for ages 5-12 and stressing the importance of durability. The equipment and area around the equipment shall be accessible to all children and meet all current ADA requirements at a minimum, with ADA inclusive features possible within the funding amount. The playground equipment could be one large unit or multiple pieces for different play experiences.

Equipment shall meet National Playground standards as referenced in the American Society for Testing and Materials (ASTM) document F1487-17; Standard Consumer Safety Performance Specification for Playground Equipment for Public Safety. Evidence of compliance shall be submitted and stamped on equipment as required.

Construction in compliance with ASTM F2373, ADA guidelines for surfacing and ASTM F1292 for Impact Attenuation and F1951 for wheelchair accessibility.

Equipment shall meet National playground standards as referenced in the U.S. Consumer Product Safety Commission's Public Playground Safety Handbook.

All proposed equipment and surfacing shall be IPEMA certified by the Manufacturer.

The equipment shall accommodate a minimum of 55 children, with a minimum of 15 play events.

The equipment which shall be incorporated in the design, supplied, and installed could include, but not be limited to the following. The (*) asterisk items are required.

Types of Equipment to Encourage The Play Experience

Auditory, balancing, gathering/social/imaginative, manipulative, climbing, sliding and spinning
Equipment to include in the design (minimum of one unless stated):

*ADA Transfer Platform with Guardrail & Hand Grips

Climber

Open slide

*Play panel or interactive elements, minimum of two below equipment & ADA accessible

Play panel or interactive element, above equipment

Spinner

Ladder

Types of Materials for Equipment

Primary considerations are safety, durability, longevity and low maintenance

Stainless Steel bolts, anchors and fasteners

Bridges, walkways and platforms shall be slip resistant

Two coat powder coating process 3.0-5.0 mil thickness minimum

Materials that are long lasting

No wood products for playground equipment

Shade components allowed

ADA Compliant

The design shall be ADA compliant. In the design there should be a 5' foot wide walkway connection (4" depth) to the existing sidewalk on the south side of the project and shall be ADA compliant.

Concrete Curing

A six inch (6") wide grey cement concrete curbing sponge finish shall be placed around the equipment and provide a hard edge for the poured in place surfacing.

Surfacing

Surfacing is proposed to be poured in place (PIP) and shall be installed as per manufacturer installation recommendations. The surfacing shall also be installed for positive drainage. Surfacing shall be a primary color or colors to compliment equipment colors. Minimum warranty needs to be 5 years.

Park Benches

Supply and install a total of (2) backed benches to hold a minimum of two people per bench. The benches shall be installed inside the concrete curbing and shall be surface mounted or embedded. Benches shall have all stainless steel hardware and color/finish shall compliment equipment color scheme.

Site Area Clean Up

The site shall be kept clean and free of tools, trash, and debris and installation materials on a daily basis. Products may be stored on site during installation with appropriate protective measures and approval by the City's Project Manager. If periphery areas are damaged due to implementation than site restoration will be required and restored with like materials at company's cost.

Removal of Existing Playground Equipment:

City staff will be removing the existing playground equipment prior to the start of this project.

Project Budget:

This is a CDBG grant funded project and the allocated funds are \$129,804 for this project.

SCHEDULE OF PROPOSAL

June 6, 2021	Legal Advertisement
June 22, 2021 3:00 PM	Non-mandatory pre-submittal meeting City Hall Training Room, 22 South Beach Street
July 1, 2021 5:00 PM	Last day for questions
July 8, 2021 3:00 PM	Proposals Due - one (1) original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in a single sealed envelope. Submit proposals to the <u>Purchasing Coordinator</u>

City Hall Room 101, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.

July 16, 2021 10:00 AM

Proposal Review and Rankings

August 17, 2021

City Commission Approval of contracts

TERM OF AGREEMENT

The contract will be for the duration of this project.

GENERAL INSTRUCTIONS

- **Inquiries:** Questions may arise as firms are preparing their proposals. Please direct questions in writing to:

Rob Hart
Purchasing Coordinator
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
e-mail: Rob.Hart@ormondbeach.org

The last day to submit questions is July 1, 2021 at 5:00 pm.

- **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- **Proposal Delivery:** The City of Ormond Beach must receive one (1) original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in a single sealed envelope. Submit proposals to Purchasing Coordinator City Hall Room 101, City Hall, 22 South Beach Street, Ormond Beach, FL 32174, no later than **July 8, 2021 at 3:00 PM**. Proposals shall be in a sealed envelope with the RFP title and number plainly marked on the outside of the envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.
- **Addenda and Supplements to the Request for Proposals (RFP):** In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.
- **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 RFP 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 RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

- **Cost of Proposal Preparation:** No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- **Proposals to be in Effect:** Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF COMPANY

Professional Qualifications: Any firm or individual experienced and authorized to do business in the State of Florida is invited to submit a qualifications packet. The firm must possess professional service registrations and construction licenses in accordance with applicable statutes, regulations, and rules. The firm must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

Insurance Requirements: The firm shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The firm shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

Information to be Submitted:

One (1) original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive:

TAB 1 – General – 20 Points

1. Letter of interest and cover letter signed by an authorized officer of the firm or company. Include name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning this proposal.
2. RFP response form, completed.
3. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
4. Provide a copy of applicable Florida business license, and Volusia County Business Tax receipt. Provide proof of being registered to do business in the State of Florida.
5. Copy of firm's certificate of insurance.
6. A required bid security in the form of (1) 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. **Note:** firm or company selected will be required to provide performance and payment bonds for this project.
7. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.

8. Completed Drug-Free Workplace Certification.
9. Completed form - Verification of Employment Status Using E-Verify System
10. Please acknowledge in your cover letter that you have read and will adhere to all CDBG requirements for this project, including submitting weekly payrolls. See attached requirements.

TAB 2 – Experience – 30 Points

1. Provide a brief introduction narrative letter highlighting the qualifications of the firm including legal nature of organization, number of years in business, pertinent capabilities, and experience in contracting and managing municipal projects.
2. Provide an organizational chart of the firm to include a depiction of subcontractors, if any, proposed for use for accomplishment of the project scope of work. List all subcontractors and/or agents who shall be part of your team on this project, and state what their involvement and specific duties shall be (i.e. installer, manufacturer, etc.).
3. Provide a listing of at least 3 projects and references completed by the firm comparable in nature and costs which demonstrate the firm's ability to perform the required services as described within the RFP. If applicable list examples of projects in the State of Florida and particularly municipal projects. Include the following for each project:
 - a. Name and location of the project.
 - b. The nature of the firm's responsibility on the project.
 - c. Project owner's representative name, address, telephone and e-mail contact information.
 - d. Date project was completed or is anticipated to be completed.
 - e. Firm's project manager and other key professionals involved on the project.

TAB 3– Proposed Playground Equipment and Configuration – 30 Points

1. Provide the manufacturer's name and model/name of the equipment you are proposing.
2. Vendors are required to develop and provide equipment layout plan for the project area utilizing the scale of 1"=10'. Complete three-dimensional drawings or photos of equipment and plan view drawing showing the layout including the use zones. See scope of work/layout design sections for more requirement details.
3. Does the equipment meet all the most current safety standards and certifications as required in this RFP?
4. Provide the manufacturer's warranty on all components including powder coating/paints & poured in place surfacing.
5. Provide details on the equipment materials.
6. How many people can use this equipment at a given time and how many play events?
7. Does the equipment layout allow space between the components and allow clearance for a wheel chair (ADA accessible)?
8. Provide a cut sheet of all equipment being proposed and include technical specifications, including the poured in place surfacing.

TAB 4 – Written Proposal & Project Schedule – 20 Points

1. Please provide a written proposal. Project is within the stated budget. Building permit fees shall be included in written proposal and signed and sealed documents as needed for Building Permit approval and include payment & performance bonds.
2. Provide a project schedule that details equipment manufacturing time and the projected timeframe for installation of all components within this RFP.

Evaluation Criteria: The most important evaluation emphasis will be placed upon the experience and past performance of the firm and the overall qualifications of the firm. Evaluation will also be based upon a creative equipment layout that enhances the play experience for children between the ages of 5-12 and incorporates all components listed in this RFP.

Selection Process: A designated selection committee will review and evaluate responses to this RFP for each firm and will rank the submittals based on the Evaluation Form attached as Exhibit 1. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. The City intends to select one (1) firm for this contract. A final contract will then be submitted for approval and recommendation by the City Commission.

Project Milestones:

Contract Awarded at City Commission Meeting: August 17, 2021

Pre-Construction Meeting: October 4, 2021

Notice to Proceed: October 11, 2021

Project Substantially Complete (120 days): February 8, 2022

Project Final Completion (150 days): March 10, 2022

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) 248-8158 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) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

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 - \$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 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.

City of Ormond Beach
Request for Proposals (RFP)
CDBG – FLEMING PLAYGROUND
(RFP No. 2021-09)
RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the 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 information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal 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; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
CDBG – FLEMING PLAYGROUND
(RFP No. 2021-09)**

CITY OF ORMOND BEACH, FLORIDA

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

DATE

CITY OF ORMOND BEACH, FLORIDA
Request for Proposals (RFP)
CDBG – FLEMING PLAYGROUND
(RFP No. 2021-09)
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” SUBMITTALS: 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.

Company Name

Authorized Signature

Print Name

Title

Exhibit 1

**EVALUATION FORM
CDBG – Fleming Playground
RFP 2021-09**

OPTION 1

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (20 pts max.) _____

Experience (30 pts max.) _____

Proposed Playground Equipment and Configuration (30 pts max.) _____

Written Proposal & Project Schedule (20 pts max.) _____

TOTAL POINTS: _____

Scoring Criteria:

Each reviewer above will score each design option submitted and scores will be added together. The company with the highest score will be awarded the project.

Exhibit 2

**EVALUATION FORM
CDBG – Fleming Playground
RFP 2021-09**

OPTION 2

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (20 pts max.) _____

Experience (30 pts max.) _____

Proposed Playground Equipment and Configuration (30 pts max.) _____

Written Proposal & Project Schedule (20 pts max.) _____

TOTAL POINTS: _____

Scoring Criteria:

Each reviewer above will score each design option submitted and scores will be added together. The company with the highest score will be awarded the project.

Exhibit 3

**EVALUATION FORM
CDBG – Fleming Playground
RFP 2021-09**

OPTION 3

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (20 pts max.) _____

Experience (30 pts max.) _____

Proposed Playground Equipment and Configuration (30 pts max.) _____

Written Proposal & Project Schedule (20 pts max.) _____

TOTAL POINTS: _____

Scoring Criteria:

Each reviewer above will score each design option submitted and scores will be added together. The company with the highest score will be awarded the project.

**City of Ormond Beach
Request for Proposals (RFP)
CDBG - Fleming Playground
(RFP No. 2021-09)**

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

**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 **CDBG – Fleming Playground (Bid No. 2021-09)** 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**



FUTURE FLEMING PLAYGROUND

CENTRAL PARK
(601 FLEMING AVE)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2020



1 inch = 150 feet



PHOTO LOOKING NORTH – SHOWING EXISTING SITE CONDITIONS/EQUIPMENT



PHOTO LOOKING NORTH EAST – EX. EQUIPMENT TO BE REMOVED BY CITY

CDBG Requirements



Part of the Advertisement/RFP for any CDBG Project

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Environmental Compliance
5. Lead Based Paint Requirements
6. Historic Preservation
7. Energy Efficiency
8. Flood Disaster Protection
9. Special Equal Opportunity Provisions
10. Section 3
11. Conflict of Interest
12. Utilization of Minority and Women-owned Businesses
13. Fair Housing Laws
14. Drug Free Workplace
15. Debarred Contractors
16. Lobbying
17. Access to Records
18. Records Retention

Attachment I - Federal Labor Standards Provisions

Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

5. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

6. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. Section 202 Equal Opportunity Clause
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as 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.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

10. Section 3- 24 CFR Part 135

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Section 3 regulations apply to all contractors and subcontractors awarded contracts for HUD assisted projects which are in excess of \$100,000. **Section 3 requires that the Section 3 Clause (See Attachment II) be included in every contract that involves section 3 projects.**

11. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

12. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

13. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

14. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

15. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at <https://www.sam.gov>

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A.** No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D.** This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3. (ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

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

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by

Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions (“the section 3 clause”), be included in every contract that involves section 3 projects.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Non-compliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state

"See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☐				OR SUBCONTRACTOR ☐				ADDRESS													
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION										PROJECT OR CONTRACT NO.			
(1)		(2)	(3)	OT OR ST	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION		HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
 (Contractor or Subcontractor)

_____;
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: FL20210137 02/12/2021

Superseded General Decision Number: FL20200137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021

ENGI0673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler.....	\$ 20.36	10.85

IRON0808-003 02/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.28	14.70

* LAB0517-002 05/01/2020

	Rates	Fringes
LABORER: Grade Checker.....	\$ 20.51	9.39

PAIN1010-011 08/01/2020

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 24.71	14.05

SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 12.63	0.00
ELECTRICIAN.....	\$ 16.71	3.51
FORM WORKER.....	\$ 11.36	0.00
LABORER: Common or General.....	\$ 9.03	0.81
LABORER: Landscape.....	\$ 8.44	0.00
LABORER: Pipelayer.....	\$ 11.17	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.12	2.58
OPERATOR: Bulldozer.....	\$ 12.88	0.00

OPERATOR: Crane.....	\$ 14.88	3.17
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 13.38	0.00
OPERATOR: Mechanic.....	\$ 13.83	2.19
OPERATOR: Roller.....	\$ 10.50	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



County of Volusia
Community Assistance
110 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE) Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for housing rehabilitation and construction projects as required by the County of Volusia Community Assistance Division. Contract/subcontracts of less than \$10,000 must be reported only if such contracts represent a significant portion of the total contracting activity. Include only the contracts executed during this reporting period.

- Section 7a:
 - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- Section 7b:
 - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.
 - * The "other" category includes supply, professional services, and all other activities except construction and education/training activities
- Section 7c:
 - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor
- Section 7d:
 - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned
- Section 7e:
 - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- Section 7f:
 - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.
- Section 7g:
 - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

To be completed by Volusia County Staff: Project Name: _____ Date of Award: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____

Signature: _____

Date: _____

7b: Type of Trade Codes:
CPD

- 1 = New Construction
 2 = Education/Training
 3 = Other

7c: Racial/
Ethnic Codes

- 1= White Americans
 2= Black Americans
 3= Native Americans
 4= Hispanic American
 5= Asian/Pacific American



Section 3 Information and Instructions

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What does Section 3 require contractors and subcontractors to do?

- Provide employment and training opportunities to Section 3 residents by meeting the percentage goals in 24 CFR 135.30(b)(3)
- Provide subcontracting opportunities to Section 3 businesses by meeting the percentage goals in 24 CFR 135.30(c)

In addition, all contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors. The HUD mandated Section 3 language ("Section 3 Clause") may be found at 24 CFR §135.38. The Section 3 Clause may also be found within the Supplemental Conditions which are included in the bid documents. All contracts for U.S. Department of Housing and Urban Development funded projects will contain the Section 3 contract clause.

Volusia County Community Assistance encourages all contractors and subcontractors to extend employment and training opportunities to Section 3 residents for any new opportunities which have been created as a result of the contract award. Reporting on Section 3 opportunities is required for all contractors and subcontractors that are awarded contracts for U.S. Department of Housing and Urban Development funded projects.

What is a Section 3 Resident?

A Section 3 Resident is 1) a public housing resident, or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered project is expended.

What is a Section 3 business?

A Section 3 business is defined as one:

- That is 51 percent or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business to other Section 3 businesses (see first two definitions above).

Reporting

With Bid or Quote (Solicitation documents)

- All contractors and subcontractors must submit the Section 3 Certification and Existing Workforce Form.
- The Section 3 Resident Self-Certification form must be provided for all applicable persons

Throughout project and/or Upon project completion

- All contractors and subcontractors must submit the Section 3 New Hire Certification.
- The Section 3 Resident Self-Certification form must be provided for all applicable persons



**County of Volusia
Community Assistance
110 W. Rich Avenue
DeLand, FL 32720**



Section 3 Certification and Existing Workforce

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Project name: _____
 Business name: _____
 Contact person: _____ Title: _____
 Address of business: _____
 Telephone number: _____ Fax number: _____
 E-mail address: _____
 Federal Employer Identification Number/SSN: _____

1. Type of business: (Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: (Check one) ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation:

- ☐ The business is **NOT** claiming a Section 3 status.
- ☐ The business **IS** claiming a Section 3 status based on the following:
- ☐ 51% of the business is owned by Section 3 qualified resident(s); see attached Section 3 Resident form(s)
 - ☐ 30% or more of current full-time workforce qualify as section 3 residents, or did within three years of their first date of employment with the business; see attached Section 3 Resident form(s) and list of all employees
 - ☐ More than 25% of the dollar award will be awarded to other qualified Section 3 businesses; see attached list of sub-contractors

4. Existing Workforce:

Attach to this form a list of existing agency employees that may work on this project. Please indicate which method of submittal is being used: ☐ Agency made employee list (or) ☐ "Existing Workforce List"

Regardless of the method, the submitted list must include the following information:

Employee Name
 Employee Identification Number (e.g. last four digits of Social Security number)
 Employee Wage Classification Type (title best suited to position from applicable wage determination)
 Employee Phone Number
 Employee Mailing Address; including city, state and zip code
 Employee Section 3 status. (If claiming a Section 3 resident self-certification form is required)

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Existing Workforce List

Project Name: _____

Business Name: _____

The following is a list of existing agency employees that may work on this project. The list must include the following:

Employee Name

Employee Identification Number (e.g. last four digits of Social Security number)

Employee Wage Classification Type (title best suited to position from applicable wage determination)

Employee Phone Number

Employee Mailing Address; including city, state and zip code

Employee Section 3 status. (If claiming a Section 3 resident self-certification form is required)

Employee Name	ID #	Wage Classification	Phone Number	Mailing Address	Claiming Section 3 status?



**County of Volusia
Community Assistance
110 W. Rich Avenue
DeLand, FL 32720**



Section 3 Resident Self-Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

A Section 3 Resident seeking training and employment opportunities provided by this part shall certify, and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____, (Print Name) am a legal resident the United States and of Volusia County, Florida and meet the income eligibility and federal guidelines for a Section 3 Resident. I am self-certifying as a Section 3 Resident because

- ☐ I am a public housing resident leaseholder – Submit copy of lease
- ☐ I live in public housing but am not on the lease – Submit copy of lease
- ☐ I am a Section 8 voucher holder – Submit copy of voucher
- ☐ My household income does not exceed the income guidelines by family size as published at the bottom of this form – Submit copy of most recent tax return or evidence of participation in a public assistance program

of the following reason(s):

NOTE: Documentation of Section 3 Resident status must be submitted with this form

Name _____ Telephone _____

Home Address _____ (will be verified)
(Must be Street Address - Not a P.O. Box Number)

Please check the income below that applies to your household:

FY 2020 Income Limits Summary		
Family Size	Low Income (80%)	Very-Low Income (50%)
1	☐ \$36,350	☐ \$22,750
2	☐ \$41,550	☐ \$26,000
3	☐ \$46,750	☐ \$29,250
4	☐ \$51,900	☐ \$32,450
5	☐ \$56,100	☐ \$35,050
6	☐ \$60,250	☐ \$37,650

I hereby certify that the information provided by me to be true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training, employment, or contracts that resulted from this certification and could subject me to punishment under the law.

Print Name _____

Signature _____ Date _____



County of Volusia
Community Assistance
110 W. Rich Avenue
DeLand, FL 32720



7.J.a

Section 3 New Hire Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

All project contractors and subcontractors must complete this form, no later than upon project conclusion.

Project Name: _____

Agency Name: _____

Reporting Period: From: _____ To: _____
(Project start date) (Project completion date)

1. Have you hired any new employees who worked on the above mentioned project since the existing workforce list was submitted? ☐ Yes ☐ No

(Note: this includes new employees hired specifically for this project or otherwise)

2. New Hires:

Attach to this form a list of employees that have been hired and worked on this project since the existing workforce list was submitted. Please indicate which method of submittal is being used:

☐ Agency made employee list (or) ☐ "New Hire List"

Regardless of the method, the submitted list must include the following information:

Employee Name

Employee Identification Number (e.g. last four digits of Social Security number)

Employee Wage Classification Type (title best suited to position from applicable wage determination)

Employee Phone Number

Employee Mailing Address; including city, state and zip code

Employee Section 3 status (If claiming this status, a Section 3 resident self-certification form is also required)

3. Did you recruit employees for this project? ☐ Yes ☐ No

a. If yes, please check any of the following method(s) used to recruit new employees who live within Volusia County and meet the Section 3 criteria:

☐ Advertised to fill vacancies in a local newspaper

☐ Posted vacancies prominently at the job site

☐ Placed signs and/or posters announcing vacancies at the local public housing authorities in Volusia County

☐ Distributed employment flyers in various locations within Volusia County

☐ Posted employment flyers in various locations within Volusia County

☐ Kept a log of all applicants for every position created by this project

☐ Retained copies of employment applications completed by Section 3 residents

☐ Other – Please provide details: _____

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

New Hire List

Project Name: _____

Agency Name: _____

The following is a list of new agency employees that have worked on this project.

Employee Name

Employee Identification Number (e.g. last four digits of Social Security number)

Employee Wage Classification Type (title best suited to position from applicable wage determination)

Employee Phone Number

Employee Mailing Address; including city, state and zip code

Employee Section 3 status. (If claiming a Section 3 resident self-certification form is required)

Employee Name	ID #	Wage Classification	Phone Number	Mailing Address	Claiming Section 3 status? (yes or no)

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

<https://www.hud.gov/sites/documents/24CFR85-36PROC.PDF>

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.



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: June 1, 2021

Subject: Invitation to Bid - 2021 Roadway Resurfacing, Bid No. 2021-21

Commission Goal: N/A

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the 2021 Road Resurfacing Project, Bid Number 2021-21.

Background

On January 21, 1997, by Resolution No. 1997-12, the City Commission approved the resurfacing of roads in accordance with the pavement management plan, in order to maintain the 187 miles of roadways within the City.

Annual resurfacing of roadways has been performed since that time to prevent significant deterioration of roadway conditions, which could result in costlier roadway reconstruction, and to uphold infrastructure quality throughout the City. The primary focus of the roadway resurfacing program has been to prioritize resurfacing of roadways based upon consideration of the amount of vehicular usage, present condition of the asphalt and to select the best candidates which will fit within a given annual budget. The City utilizes a pavement management software program to identify and prioritize resurfacing areas. Staff also conducts field verifications to ensure the appropriate selection, and makes necessary adjustments based on physical conditions observed.

Discussion

The 2021 Road Resurfacing Project is a scheduled Capital Improvement Project, providing approximately 2.65 miles of asphalt road resurfacing on streets within the City.

Everything within this year's scope will be asphalt resurfacing, as staff is temporarily stepping back and re-evaluating the micro surfacing portion of the program that has been used in past years. There have been citizen complaints for some of the applications, which is why the Commission will see some repeat streets shown in this

year's tabulation.

Budget Impact

The Engineering estimate for this project is \$441,537. Funding was included in the FY 2020-2021 budget of Fund 308-Transportation Fund for the 2020 roadway resurfacing project in the amount of \$450,000.

Citizen Impact

The resurfacing of roadways is an annual project intended to extend the length of service to the City's road work network. The cost of resurfacing a roadway is \$170,000 per mile as opposed to \$1,200,000 per mile to reconstruct a road. As such, the resurfacing project is instrumental in maintaining the City's roadway infrastructure and reducing costs for roadway maintenance.

Recommendation

The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

- 2021 Roadway Resurfacing Bid Manual 2021-21 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/26/2021

Road Rehabilitation 2021

Bid No. 2021-21



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

ROAD REHABILITATION 2021
Ormond Beach, Florida

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ROAD REHABILITATION 2021

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 **Road Rehabilitation 2021, Bid No. 2021-21** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **July 6, 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: **The work consists of: resurfacing approximately 2.65 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, concrete curb & gutter replacement, and sidewalk repair.** 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 **June 24, 2021 at 2:00 PM**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **June 29, 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:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@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:

ROADWAY RESURFACING 2021

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2021-21

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.)
ROADWAY RESURFACING 2021
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.	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
1	Asphalt Concrete Surface Course-S.P. 9.5	2900	Tons	\$	\$
2	Asphalt Concrete Leveling Course - S.P. 9.5	290	Tons	\$	\$
3	Mill Existing Surface	34500	SY	\$	\$
4	Adjust Manhole to Grade	31	EA	\$	\$
5	Adjust Valves to Grade	6	EA	\$	\$
6	Thermoplastic Striping	1	LS	\$	\$
7	Curb & Gutter	250	LF	\$	\$
8	Miscellaneous Driveway	250	SY	\$	\$
9	Sidewalk	1250	SF	\$	\$

TOTAL BID

\$_____

(Figures)

(Words)

BID (Cont'd.)
ROADWAY RESURFACING 2021
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
- (g) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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.)
ROADWAY RESURFACING 2021
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 **Roadway Resurfacing 2021 (Bid No. 2021-21)** 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 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:

The project consists of: Resurfacing approximately 2.65 miles of streets in various locations of the City, including: Milling, adjusting manholes and valves to grade, thermoplastic striping, concrete curb & gutter replacement, and sidewalk repair.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ROADWAY RESURFACING 2021 and 2021-21

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, 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-Five percent (95%) of the Work completed.

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.

5.2 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 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 6, inclusive).

7.7 Specifications bearing the title:

ROADWAY RESURFACING 2021

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of ___ sheets numbered _ through _ inclusive and bearing the following general title:

Not Applicable

7.9 Addenda numbers ___ to ____, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ____, 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. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. 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:

**ROADWAY RESURFACING 2021
Bid No. 2021-21**

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
 deemed an original, this _____ day of _____, 20_____.
 (number)

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:

ROAD REHABILITATION

Bid No. 2021-21

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.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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, 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 as 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.

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 6.15 Indemnification/Hold Harmless. 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 termination 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:

None

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 2011-116 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.)

- (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.

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: **ROAD REHABILITATION 2021**
Bid Number 2021-21

The work consists of: resurfacing approximately 2.5 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement

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:

[None]

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) 258-4677
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 **Asphaltic Concrete Surface Course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt placed at a nominal thickness of one and one half (1.5) inches after proper compaction as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (.1) of a ton.

Payment: Payment for constructing Superpave asphaltic concrete surface course shall be made at the Contract unit price per ton placed and accepted, based on a nominal thickness of one & one half (1.5) inches, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, prime coat and clean up where required. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 2 **Asphaltic concrete leveling course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt properly placed and compacted as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (0.1) of a ton.

Payment: Payment for constructing the Superpave asphaltic concrete leveling course shall be made at the contract unit price per ton placed and accepted, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, prime coat, placement and compaction.

Bid Item No. 3 **Milling Existing Surface**

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one (1) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and surrounding properties. Areas requiring additional milling are shown in Appendix C. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 4 Adjust Manholes to Final Grade

Measurement: Measurement for adjusted manholes shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting manhole covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the manhole ring and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary manhole adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand as specified by OWNER.

Bid Item No. 5 Adjust Valve Box & Cover to Final Grade

Measurement: Measurement for adjusted valve box and cover shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting valve covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the valve box and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary valve adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand specified by OWNER.

Bid Item No. 6 Thermoplastic Striping & Reflective Markers

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker shall be measured as Lump Sum for all locations requiring installation of items.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway to match the existing striping and reflective markers, as existed prior to paving, and additionally to provide twenty-four (24) inch stop bars at all existing stop signs, including stop signs on crossing streets that do not already have stop bars. Crosswalks shall be provided at all intersections where sidewalks exist including those streets that don't already have cross walks. Special emphasis crosswalks shall be replaced with the same. Special emphasis crosswalks shall also be provided on roads intersecting N. Beach Street. A typical striping arrangement is shown in Appendix B. The CONTRACTOR shall be responsible for recording the existing striping before paving.

Bid Item No. 7 Concrete Curb & Gutter

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

Bid Item No. 8 Miscellaneous Concrete Driveway

Measurement: Constructed Driveway shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of six (6) inches, including construction and expansion joints and which area is determinable by measuring wheel and/or measuring tape. Driveway shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Miscellaneous Driveway shall be based upon the contract unit price of square yards (SY) measured of driveway surface placed and shall include: removal of existing driveway, subgrade preparation and site restoration. Sidewalk removal and placement shall be **approved by the Owner's.**

Bid Item No. 9 Sidewalk

Measurement: Constructed sidewalk shall be measured in square feet (SF) of actual surface area of properly formed and consolidated concrete at a minimum thickness of four (4) inches, Sidewalk shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Sidewalks shall be based upon the contract unit price of square feet (SF) measured of sidewalk placed and shall include: removal of existing sidewalk, subgrade preparation and site restoration.

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 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, the ENGINEER 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:

As directed by the ENGINEER:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.
2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00). The survey shall be certified to the OWNER.

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 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 02500 PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.

Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”.

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”, Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98%

of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with “Standard Specifications”, Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the “Standard Specifications”, Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the “Standard Specifications” Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02511 MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work consists of removing existing asphaltic concrete pavement to lower the finished grade prior to resurfacing and includes the removing of the milled asphaltic concrete pavement, transporting it off the site and disposing of it. The extent of milling will be determined in the field by the ENGINEER.

1.02 QUALITY ASSURANCE

All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

PART 2 - PRODUCTS

2.01 MILLING MACHINE

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified. The machine shall be equipped with automatic grade controls which will operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface texture.

The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation.

PART 3 - EXECUTION

3.01 REMOVAL OPERATION

The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified. Where indicated on the plans, removal shall be to a specified depth and shall produce a specified cross slope.

The longitudinal profile of the milled surface shall be established by a skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by

an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross controls where the situation warrants such action.

The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration of depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust emitted from the machine. Prewetting of the pavement may be required.

Prior to applying the tack coat and placing the asphaltic concrete, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable fine material. The operation shall be conducted in a manner so as to minimize air pollution.

3.02 FINISHED SURFACE

Where pavement is to be constructed over the milled surface, it shall have a texture which will provide good bonding.

The finished surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the ENGINEER determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the ENGINEER, shall be corrected by the CONTRACTOR at no additional compensation.

The ENGINEER may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

3.03 OBSTRUCTIONS

Existing asphalt pavement shall be milled up to and around all immovable obstructions, such as manholes, inlets, valve boxes or concrete paving. Pavement removal around such obstructions shall be equal to the depth of adjacent milled areas. It is the intent that the new asphaltic concrete will be applied uniformly around obstructions to a depth equal to the adjacently overlaid areas.

END OF SECTION

SECTION 02580 ROADWAY STRIPING AND MARKING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes roadway striping and reflective marking as specified for this project.

1.02 QUALITY ASSURANCE

Standards. Materials and workmanship shall conform to the requirements of the following:

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1996 edition, hereinafter called the Standard Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Lane Marking Paint. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.

Color: White or Yellow as required.

Reflective Paving Markers. Reflective pavement markers shall conform with the requirements of Section 706 of the Standard Specifications.

PART 3 - EXECUTION

3.01 MARKING TRAFFIC STRIPES

Cleaning. Sweep and clean the surface to eliminate loose material and dust.

Application. Apply in accordance with the plans and Section 711 of the Standard Specifications. Stop bars shall be provided at all “stop” intersections, as directed in the project manual (Section 01025 - Measurement and Payment). Replace all traffic striping to match existing stripes, including sidewalk crossing striping.

Width of Stripe. Unless otherwise shown or directed by the Engineer: stripes shall be 4-inches wide; stop bars shall be 24-inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers shall be installed in accordance with the plans and Section 706 of the Standard Specifications. Reflective markers shall be considered an integral part of Roadway Striping and no separate payment will be made therefor.

END OF SECTION

SECTION 02606 GRADE ADJUSTMENT OF EXISTING MANHOLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This Section includes raising or lowering the top elevation or grade of the existing manhole in order to accommodate changes in the elevation or grade of areas around the manhole as shown on the Drawings and as specified.

1.2 QUALITY ASSURANCE

All material shall be tested for conformance with the specified standards.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SEGMENTS FOR PRECAST CONCRETE MANHOLES

Precast reinforced concrete segments shall be designed and fabricated in accordance with the requirements of ASTM C478, with the exception that wall thickness shall be as shown on the Drawings. Materials used in fabrication shall conform to the requirements of the Standard. Cement used in construction of precast manhole segments shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Joint Material. Joint material for use between precast manhole sections shall be cold adhesive preformed plastic gaskets conforming to the requirements of Section 942, Pipe Gaskets, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 BRICK MANHOLES

Brick for construction of brick manholes shall conform to the requirements of ASTM C-32, Grade MS.

Concrete for use in construction of brick manholes shall develop a compressive strength of not less than 2500 psi at 28 days. Cement used in concrete for manhole construction shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Mortar for manhole construction shall consist of one part of Portland Cement and two parts of fine sand with water added for proper consistency. Lime shall not be used in mortar for manholes.

Portland Cement for use in mortar and grout shall conform to the requirements of ASTM C150, Type II.

Sand for use in mortar and grout shall conform to the requirements of ASTM C144.

2.3 ADJUSTING RINGS

Adjusting Rings. Manhole extension rings shall be an expandable type to accommodate a ½ inch diameter variance as manufactured by American Highway Products of Bolivar, Ohio, or an equivalent as approved by the ENGINEER. The ring shall be a one piece steel assembly and provide a flat surface for seating manhole covers and designed to withstand heavy wheel loading. Adjusting ring features shall also include a pivoted turnbuckle to expand the riser against the existing cover ring.

The CONTRACTOR shall inspect existing manhole rings and then order the appropriate American Highway Product model to fit the conditions. Shop drawings shall be submitted for approval in all instances.

2.4 PRECAST CONCRETE GRADE RINGS

Manufactured precast concrete grade rings may be used to adjust manholes to finished grade. Shop drawings shall be submitted to ENGINEER for approval in all instances.

2.5 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be Gray Iron Castings conforming to the dimensions shown or equivalent foundry patterns. All mating surfaces shall be machined to prevent rocking or rattling of frames and covers. Castings shall be free of cracks, blow holes or swells and shall have a smooth and workmanlike finish. Castings shall conform to the requirements of ASTM A48. Manhole covers shall be of the concealed pickhole design and shall have the name of the Owner and use of the line on which it is installed cast in the cover. Existing frames and covers may be reused provided that they are of adequate design for any changed surface loading conditions and are not broken or damaged in any way.

PART 3 - EXECUTION

3.1 INSPECTION

Inspect existing manholes to determine type of construction and suitability of parts for reuse. Measure distances from invert to top of frame, from invert to top and bottom of cone or corbeled section from invert to new grade.

3.2 DETERMINATION OF ADJUSTMENT METHOD

Manholes may be adjusted by the use of adjusting rings; by removal of frame and cover and increasing or decreasing the height of the section above the cone or corbel; or by removing top slab, cones or corbels and building up, adding to or removing a portion of the manhole barrel then resetting the slab, cone or corbel section.

Determination of the method of adjustment shall be made on the following basis:

Use of Adjusting Rings. Adjusting rings may be used when the top grade of elevation is to be raised, the amount of adjustment does not exceed 4-inches and the total height of the reduced diameter section (including frame and cover) above the cone or corbel to the finished grade or elevation will not exceed 24-inches.

Adjusting Height Between Frame and Cover and Top of Cone or Corbel. Grade adjustments may be made by removing the frame and cover and removing from or adding to the height of the reduced diameter section when there is sufficient height to allow the required reduction or when the total height (including frame and cover) from the top of the cone or corbel to finished grade will not exceed 24-inches.

Building Up, Adding to or Removing Portions of Manhole Barrel. Grade adjustments may be made by removing the frame and cover, cone, corbel or top slab; and building up, adding to or removing portions of the manhole barrel under any of the conditions specified above and shall be used when use of either of the above methods will result in a total height from the top of the cone or corbel to the finished grade in excess of 24-inches.

In all instances, the selected method of adjustment shall be approved by the ENGINEER.

3.3 INSTALLATION

Placing Adjusting Rings. Remove existing cover, clean all buildup from surfaces the manhole riser touches, place the ring into the frame and expand the linkage until the manhole riser is tight. Replace cover and check fit.

Placing Barrel Sections. Clean joint portion remaining in place. Prime all joint surfaces in accordance with joint compound manufacturer's instructions. Place joint compound and set new barrel section or grade ring in place. Replace cone section similarly.

Brick Construction. Lay brick as radial header courses with every sixth course a stretcher course. Completely fill joints. Place interior and exterior with one-half inch of mortar and brush smooth. Set frames and covers in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

Placing Precast Concrete Grade Rings. Select appropriate thickness of grade ring. Completely mortar ring to top of corbel. Set frame and cover in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

END OF SECTION

APPENDICES

Appendix A - Street Resurfacing List

Appendix B- Site Maps

Appendix C- Roadway Resurfacing Details

APPENDIX “A”
Street Resurfacing List

Appendix "A"

Proposed FY 2021 Roadway Resurfacing

Street List

	Street	From	To	Approximate Street Length (ft)	Approximate Average Street Width (ft)	Milling	Pavement Application Thickness (Inches)	Curb & Gutter Replacement
1	ORMOND SHORES DR	S. ATLANTIC AVE	DEAD END	367	20	Full Width	1.5	As Directed
2	HARVARD DR	RIVERSIDE DR	S. ATLANTIC AVE	2204	21	Full Width	1.5	As Directed
3	GOLFVIEW LN	COUNTRY CLUB DR	N.HALIFAX DR	881	21	Full Width	1.5	As Directed
4	FAIRWAY DR	COUNTRY CLUB DR	COUNTRY CLUB DR	2604	20	Full Width	1.5	As Directed
5	FOXFORDS CHASE	SHADOW CROSSINGS BLVD	CUL-DE-SAC	1912	21	Full Width	1.5	As Directed
6	FOXHUNTER FLAT	FOXFORDS CHASE	HUNTSMAN LOOK	1766	20	Full Width	1.5	As Directed
7	STAGDEN LOOK	FOXFORDS CHASE	CUL-DE-SAC	209	21	Full Width	1.5	As Directed
8	WHIPPER-IN CIR	FOXFORDS CHASE	CUL-DE-SAC	256	21	Full Width	1.5	As Directed
9	FOREST HILLS BLVD	VANDERBILT DR.	FERNWAY DR	1036	20	Full Width	1.5	As Directed
10	CHARDON RD	BILTMORE DR	FERNWAY DR	600	20	Full Width	1.5	As Directed
11	PARK TER	PARK PL W	CUL-DE-SAC	230	20	Full Width	1.5	As Directed
12	PARK PLACE WEST	PARK PL	CUL-DE-SAC	680	21	Full Width	1.5	As Directed
13	PARK PL	HAND AVE	PARK PL W	1247	21	Full Width	1.5	As Directed

Note: All measurement to be field verified by Contractor.

Note: Blue reflective pavement markers shall be installed for each fire hydrant on all resurfaced streets.

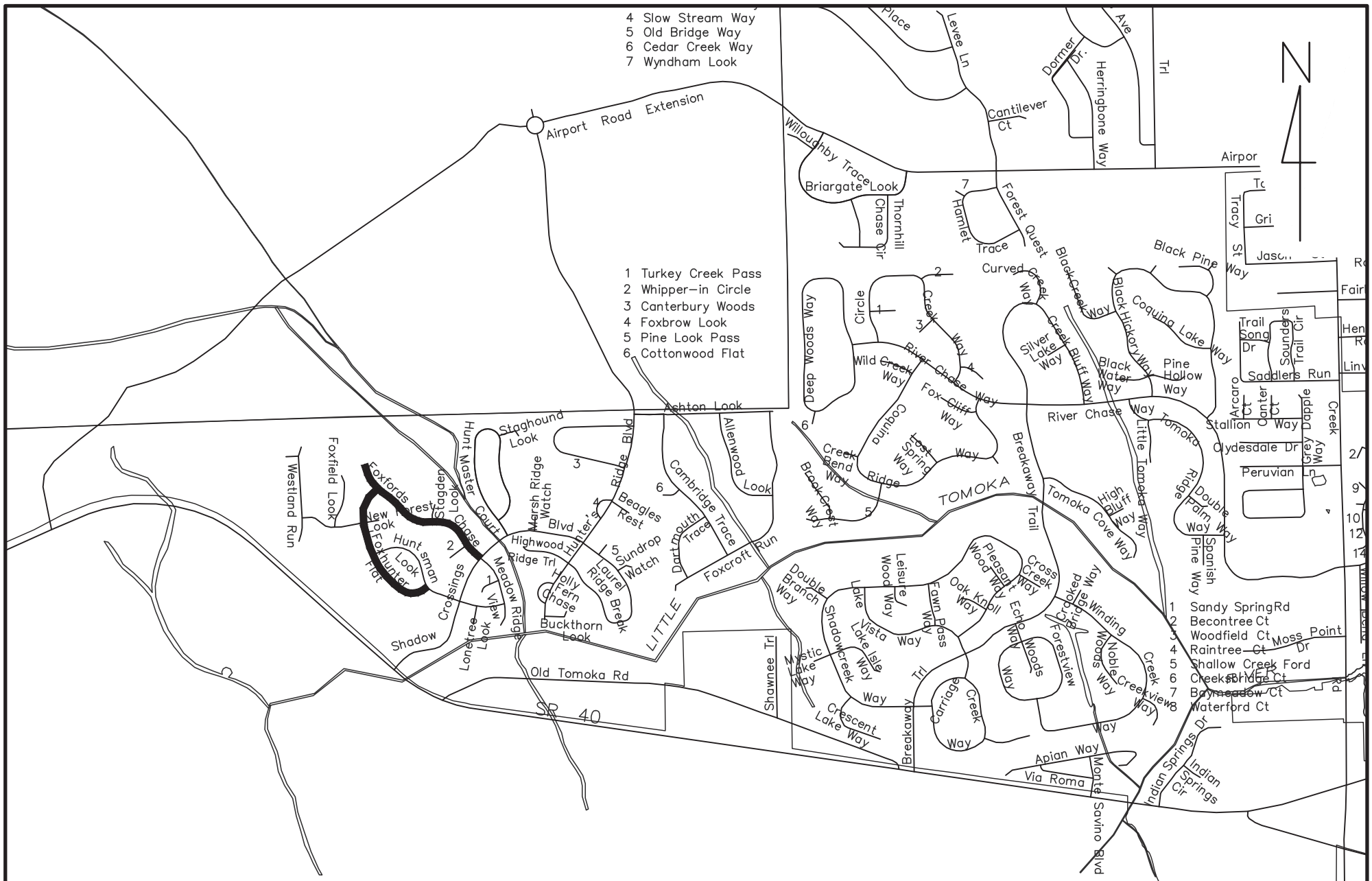
Note: Thermoplastic stop bars to be installed at all intersections with stop signs.

Note: Thermoplastic cross walks to be installed at all intersections having sidewalk approaches.

APPENDIX “B”

Site Maps

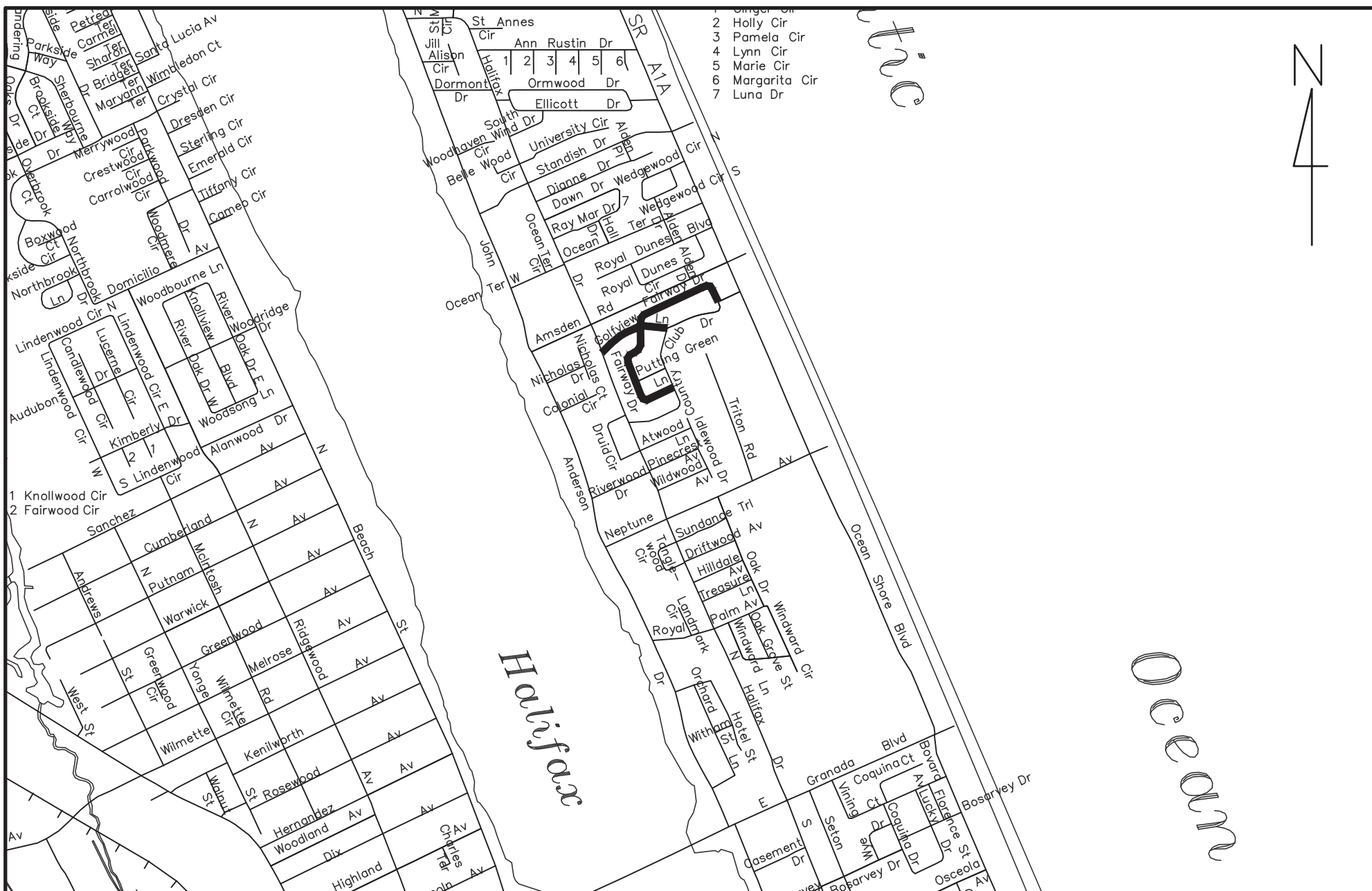
ROAD REHAB 2021



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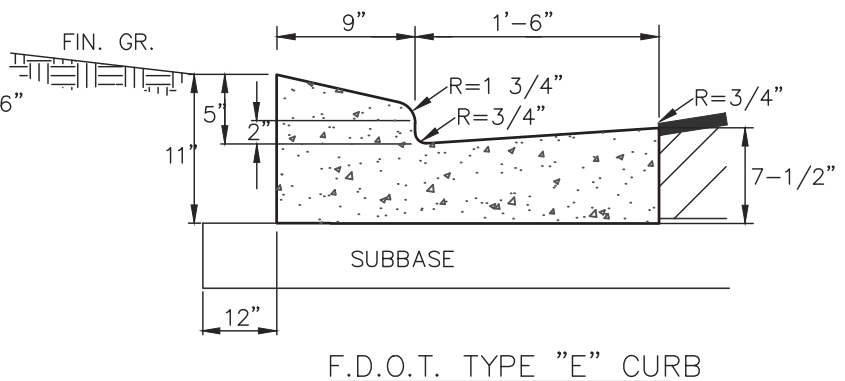
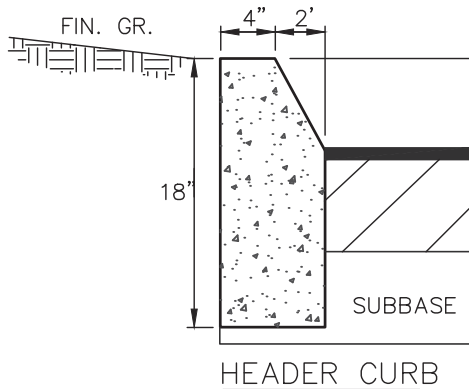
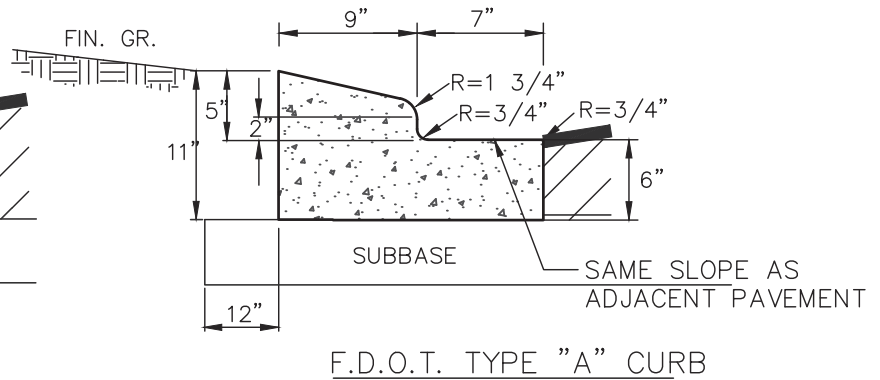
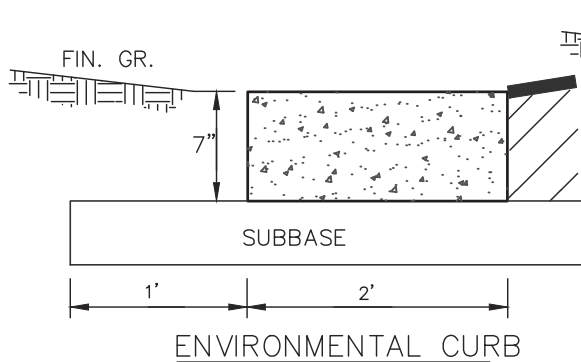
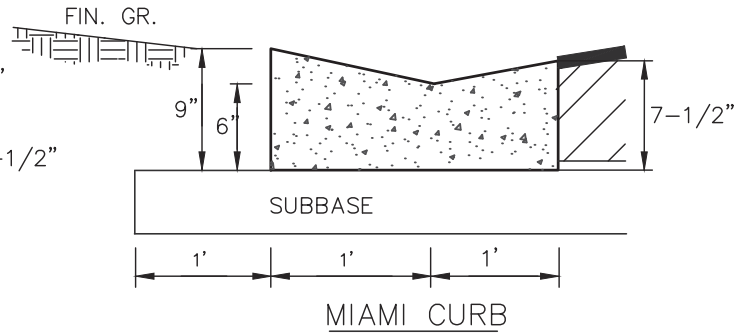
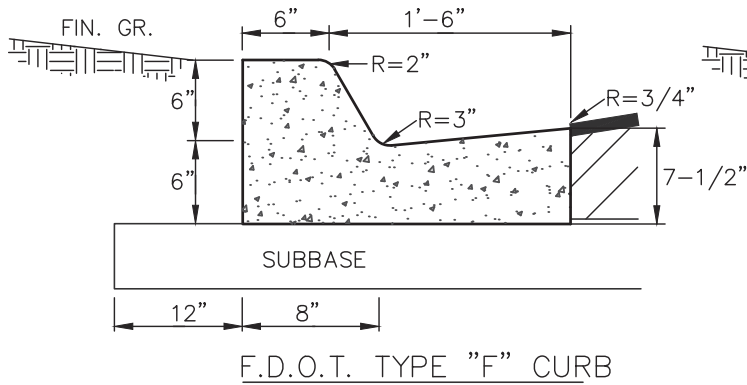
ROAD REHAB 2021



LOCATION MAP

APPENDIX “C”

Roadway Resurfacing Details



NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.



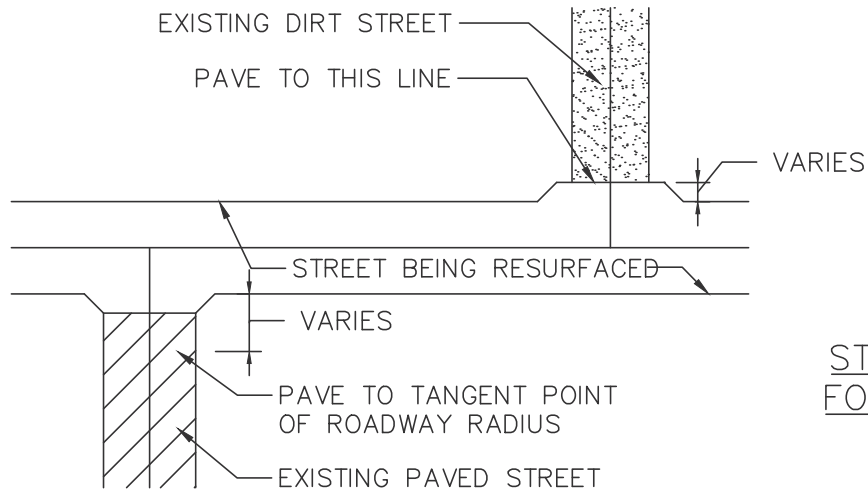
STANDARD CONSTRUCTION DETAIL

STANDARD CURB CONSTRUCTION

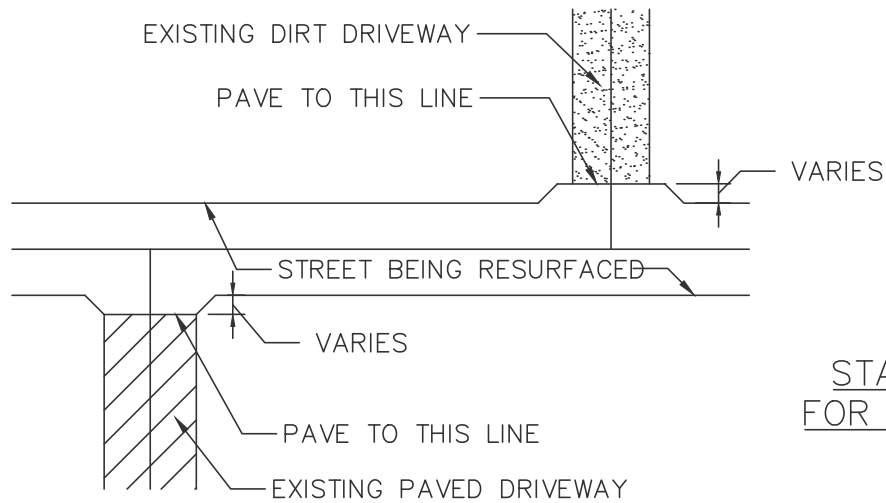
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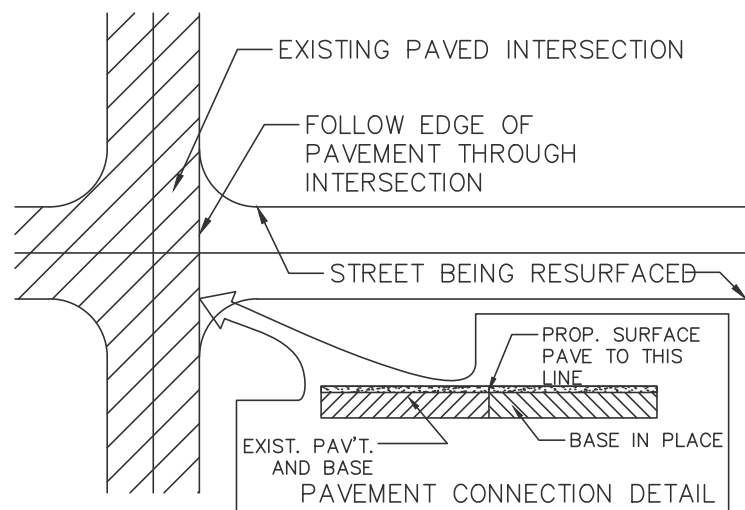
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STANDARD DETAIL
FOR DIRT STREETS
AND PAVED
STREETS
THICKNESS VARIES



STANDARD DETAIL
FOR DIRT DRIVEWAYS
AND PAVED
DRIVEWAYS
THICKNESS VARIES



STANDARD DETAIL
FOR PAVED
INTERSECTION
THICKNESS VARIES



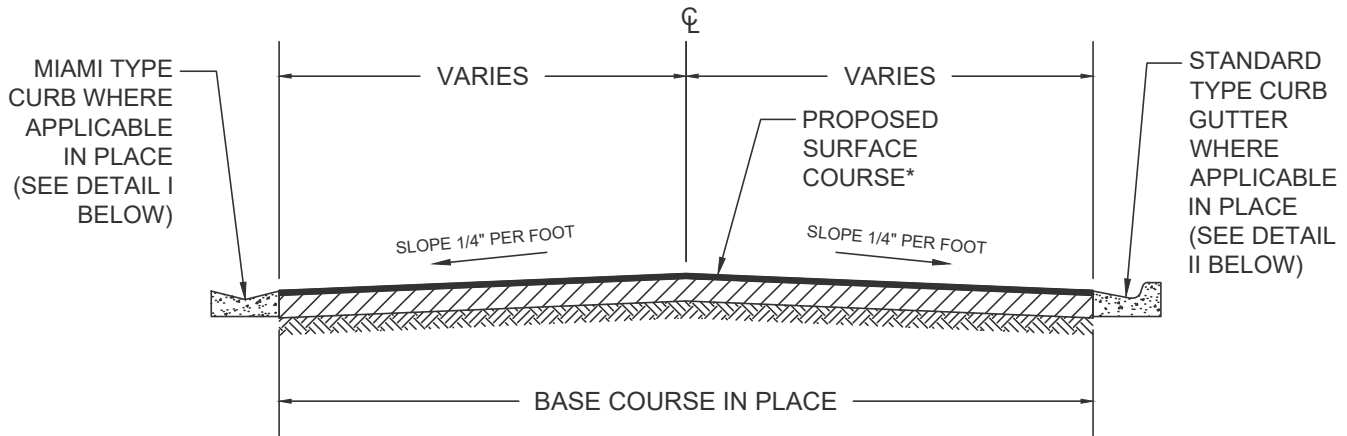
STANDARD CONSTRUCTION DETAIL
ROADWAY RESURFACING DETAILS

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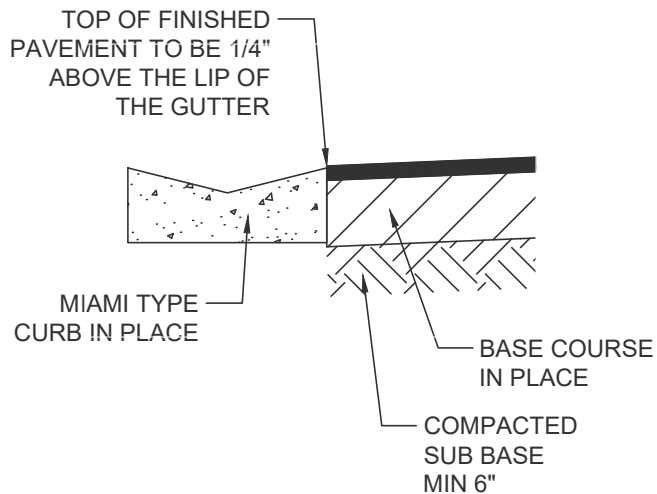
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TYPICAL SECTION

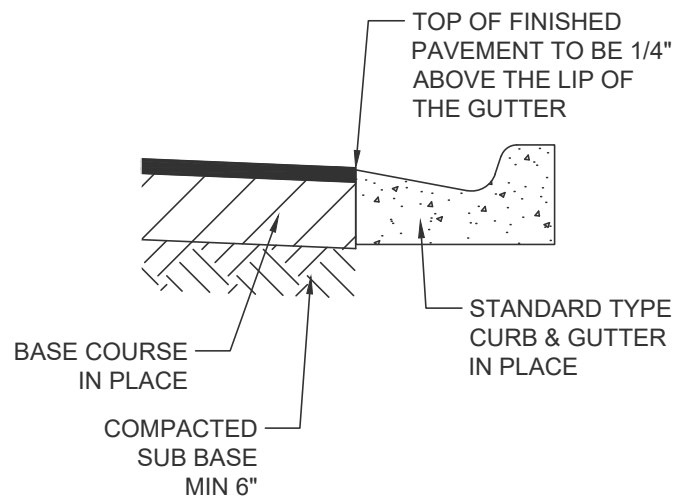


* PROPOSED SURFACE COURSE
WIDTH AND TYPE INDICATED
IN BID PROPOSAL

DETAIL I



DETAIL II



STANDARD CONSTRUCTION DETAIL

ROADWAY RESURFACING DETAILS

NTS

INDEX

R-10B

M

GENERAL NOTES:**1. Cross Slopes and Grades:**

- A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
- B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
- C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
- D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.

2. Curb, Curb and Gutter and/or Sidewalk:

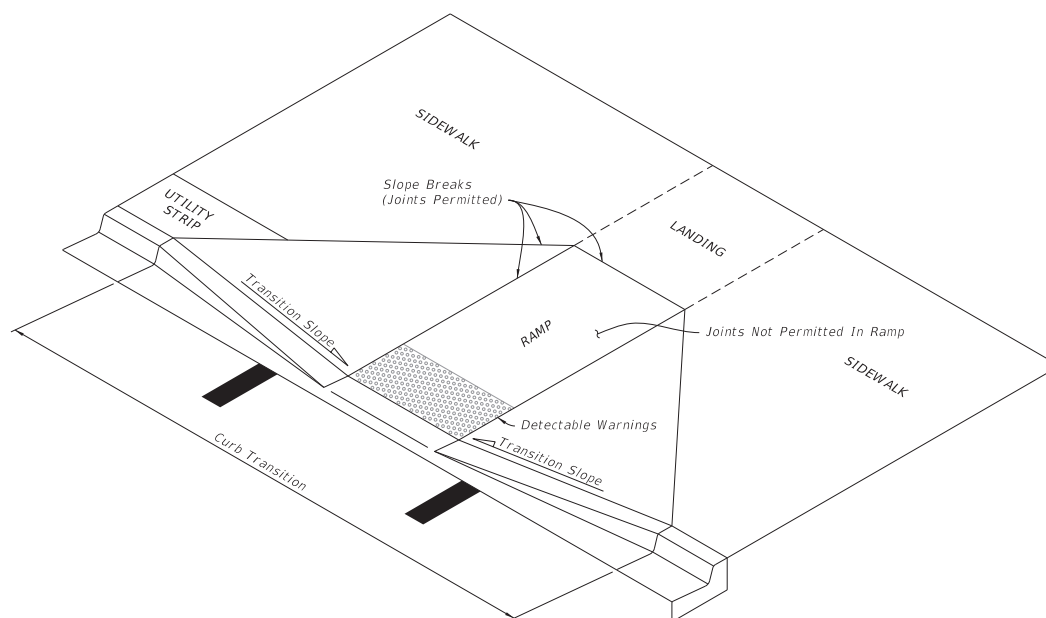
- A. Refer to Index 522-001 for concrete thickness and sidewalk details.
- B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.

3. Curb Ramp Alpha-Identification:

- A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
- B. Alpha-identifications CR-I and CR-J are intentionally omitted.

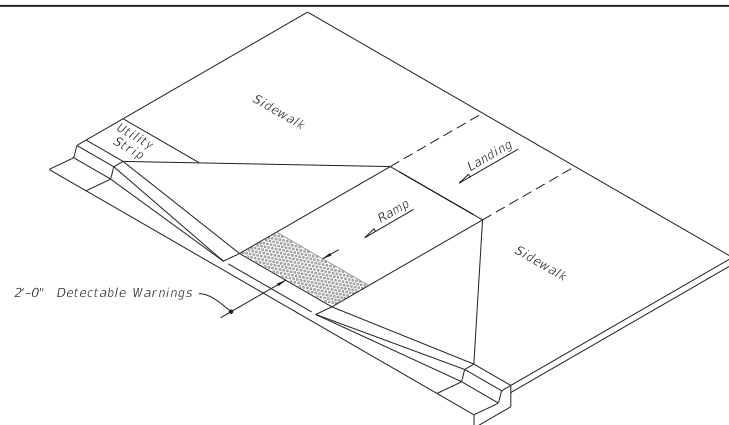
4. Detectable Warnings:

- A. Install detectable warnings in accordance with Specification 527.
- B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
- C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.

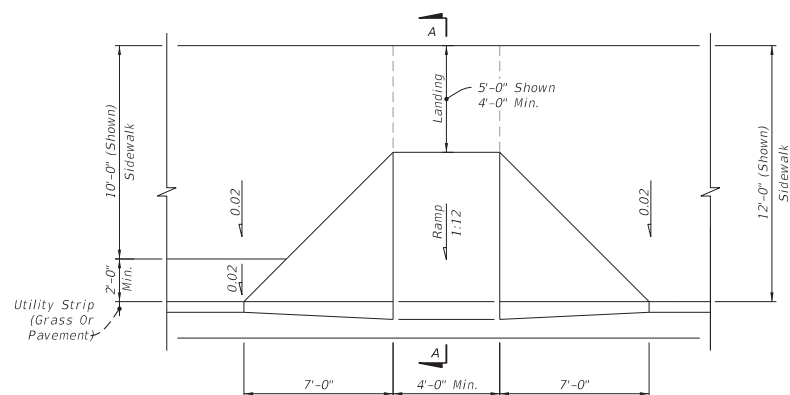


CURB RAMP NOMENCLATURE

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 7
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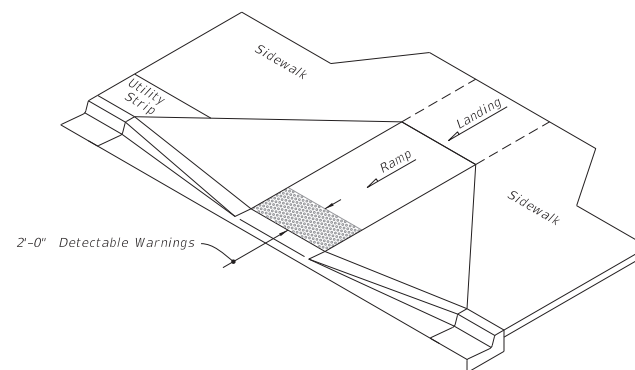
ISOMETRIC VIEW



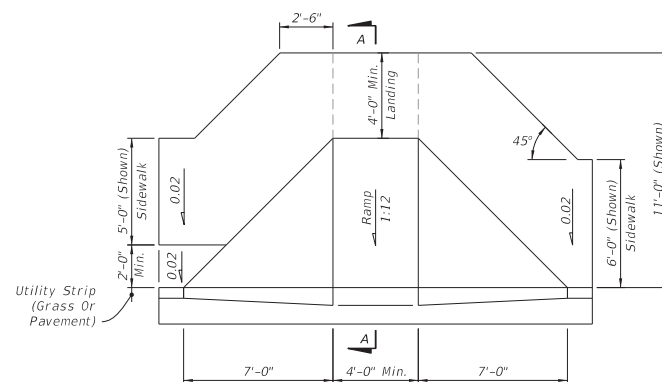
PLAN VIEW

NOTE: For Example of CR-A used in Radial Curb Returns, See Sheet 8.

CR-A

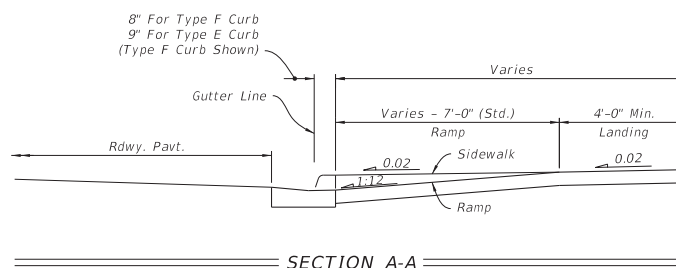


ISOMETRIC VIEW



PLAN VIEW

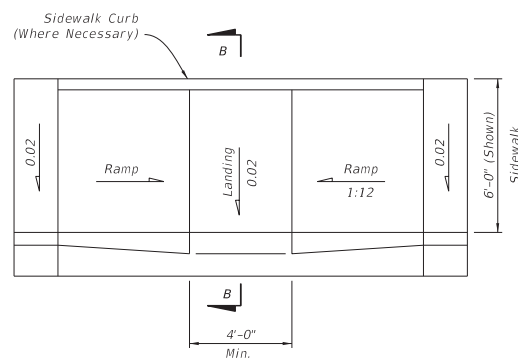
CR-B



SECTION A-A

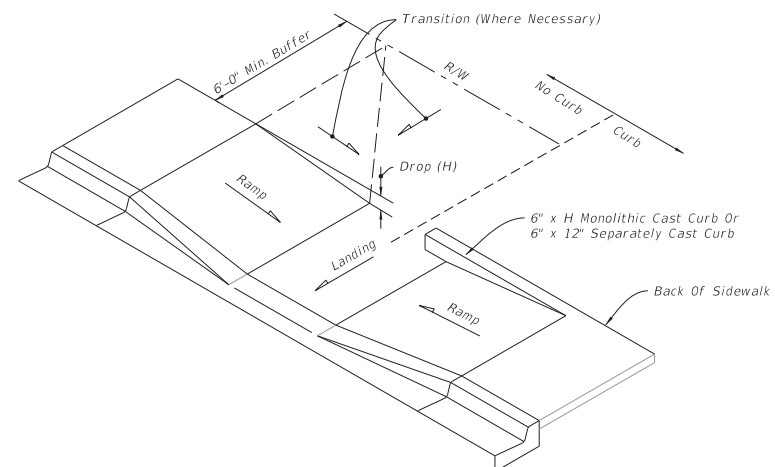
SIDEWALK CURB RAMPS CR-A AND CR-B

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 2 of 7
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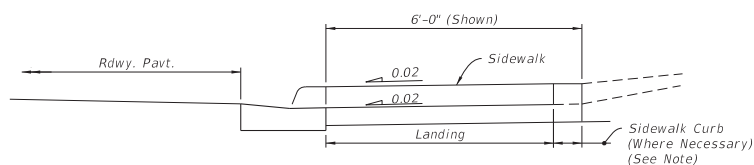


PLAN VIEW

CR-C

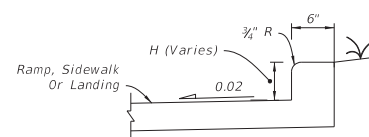


CONSTRUCTION OF SIDEWALK CURB IN CUT SECTIONS

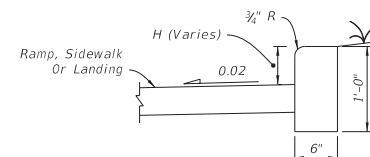


NOTE: For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details.

SECTION B-B



MONOLITHIC CAST CURB



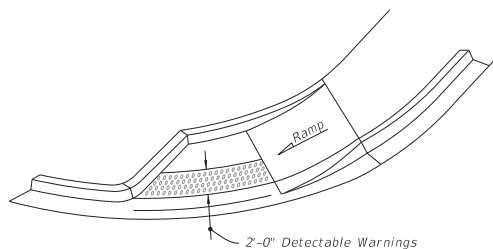
SEPARATELY CAST CURB

=SIDEWALK CURB OPTIONS

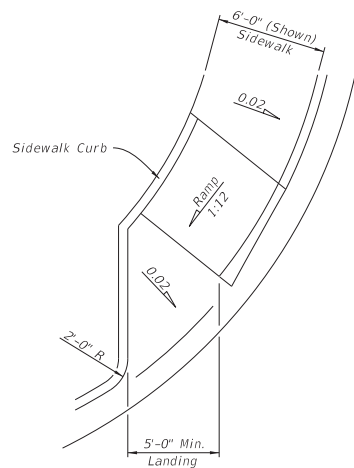
SIDEWALK CURB RAMPS CR-C AND SIDEWALK CURB

LAST REVISION 11/01/20	REVISION	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 3 of 7
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0/12/2020 7:58:36 AM

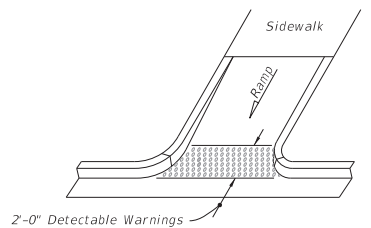


ISOMETRIC VIEW

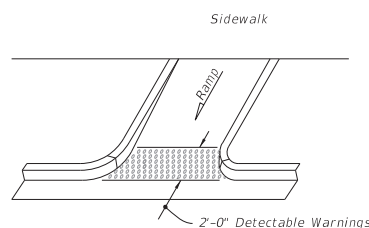
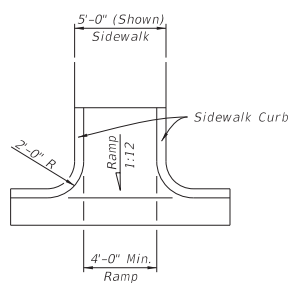


PLAN VIEW

CR-D

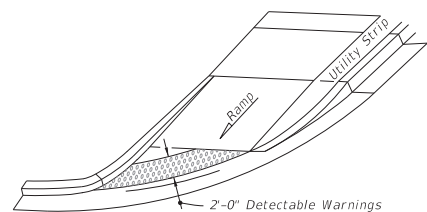


OPTION A

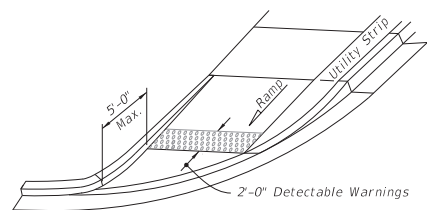
OPTION B
ISOMETRIC VIEW

PLAN VIEW

CR-E

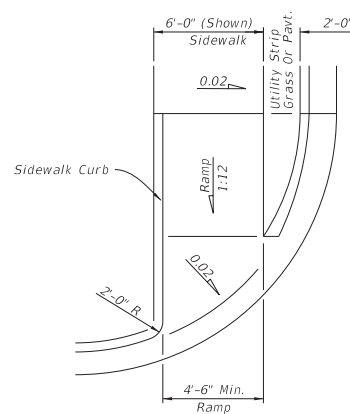


OPTION A



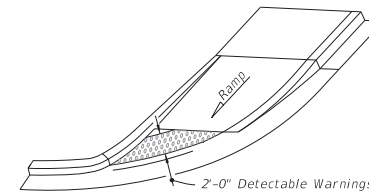
OPTION B

ISOMETRIC VIEW

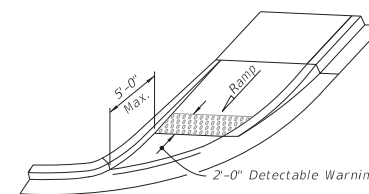


PLAN VIEW

CR-F

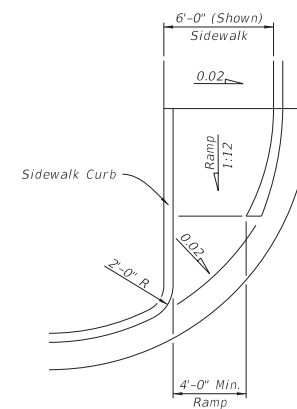


OPTION A



OPTION B

ISOMETRIC VIEW

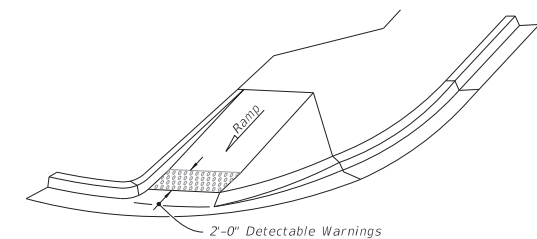


PLAN VIEW

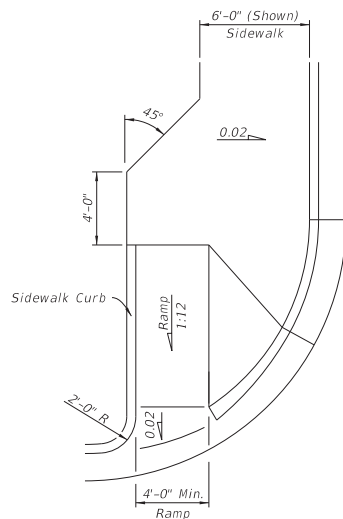
CR-G

SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 4 of 7
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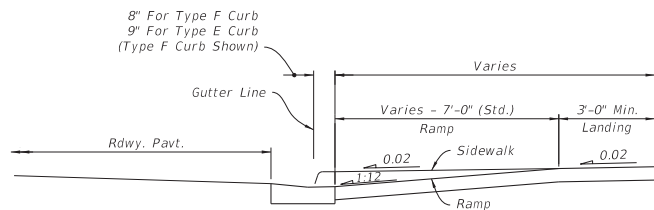


ISOMETRIC VIEW

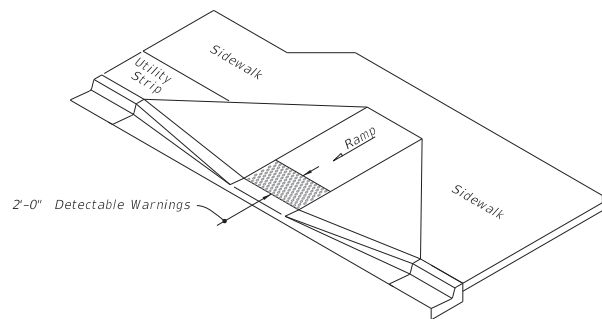


PLAN VIEW

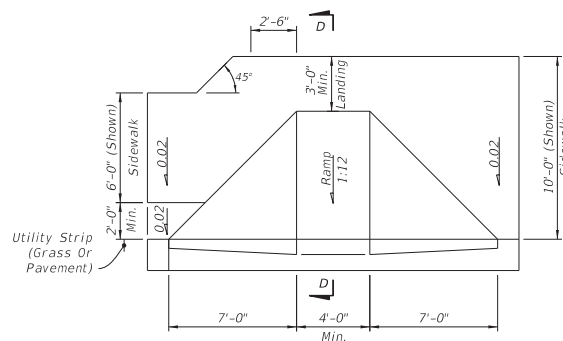
CR-H



SECTION D-D

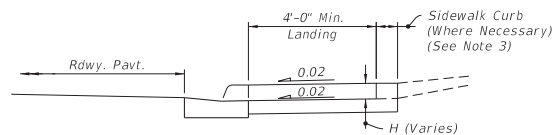


ISOMETRIC VIEW

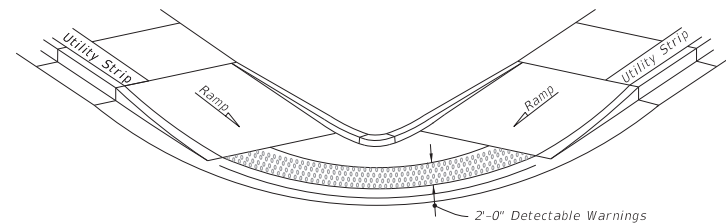


PLAN VIEW

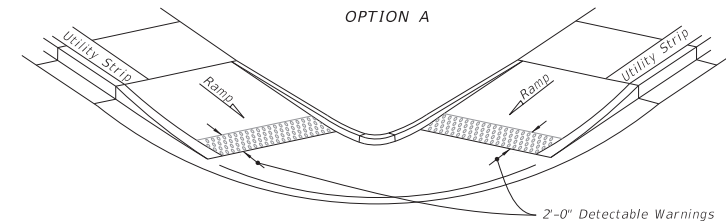
CR-K



SECTION E-E

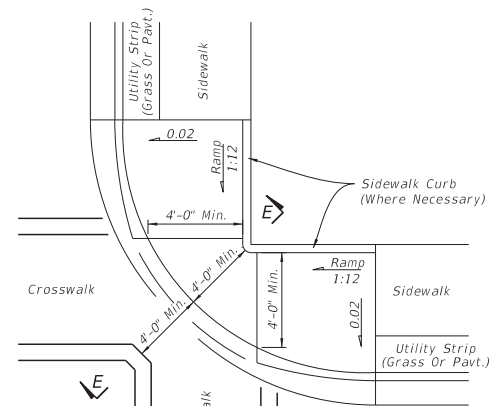


OPTION A



OPTION B

ISOMETRIC VIEW



PLAN VIEW

CR-L

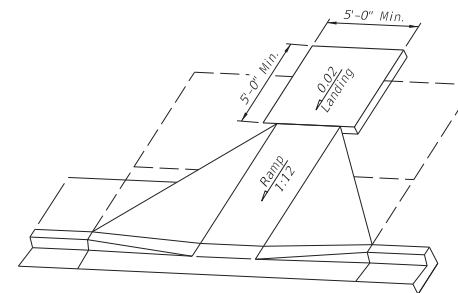
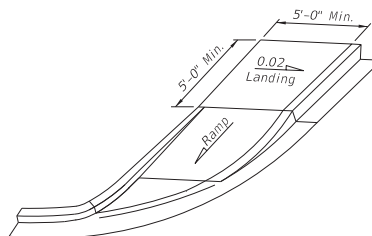
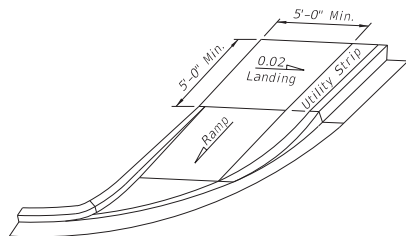
NOTES:

1. Crosswalk Width and Configuration Vary; Must Conform to Index 711-001.
2. 15' Radius Curve Shown for CR-L.
3. For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details, on Sheet 3.

SIDEWALK CURB RAMPS CR-H, CR-K & CR-L

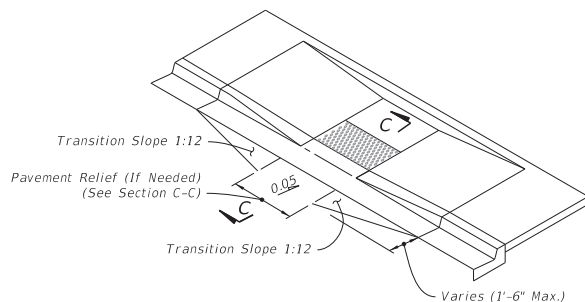
10/12/2020 7:56:38 AM

LAST REVISION	DESCRIPTION:	FDOT	FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/20					522-002	5 of 7

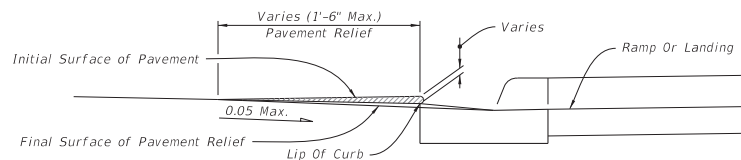


LANDINGS FOR CURB RAMP WITHOUT SIDEWALKS

(See CR-F, CR-G & CR-K Respectively For Detectable Warning Details/Options)



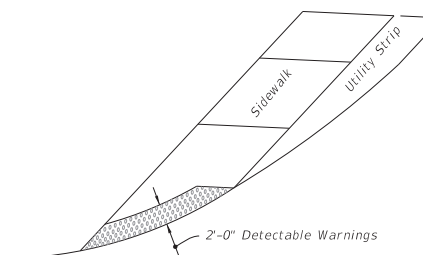
ISOMETRIC VIEW
(CR-C Shown, Other Similar)



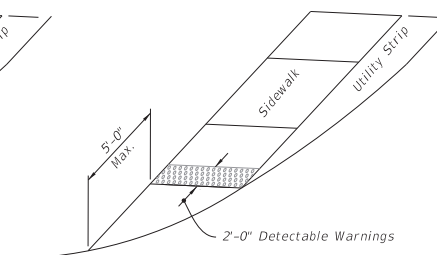
NOTE: Remove Elevated Pavement By Spading And Rolling, Smooth Milling, or Grinding.

SECTION C-C

PAVEMENT RELIEF DETAILS



OPTION A



OPTION B

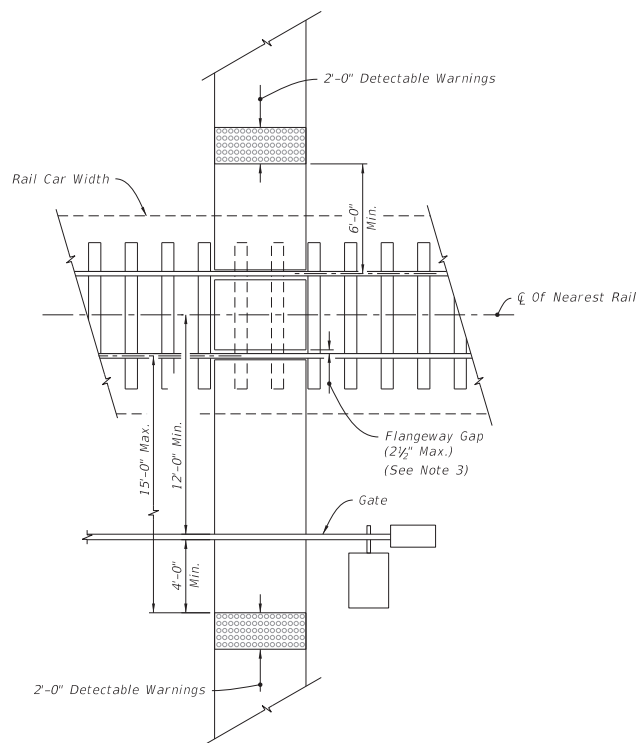
DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS

CURB RAMP WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

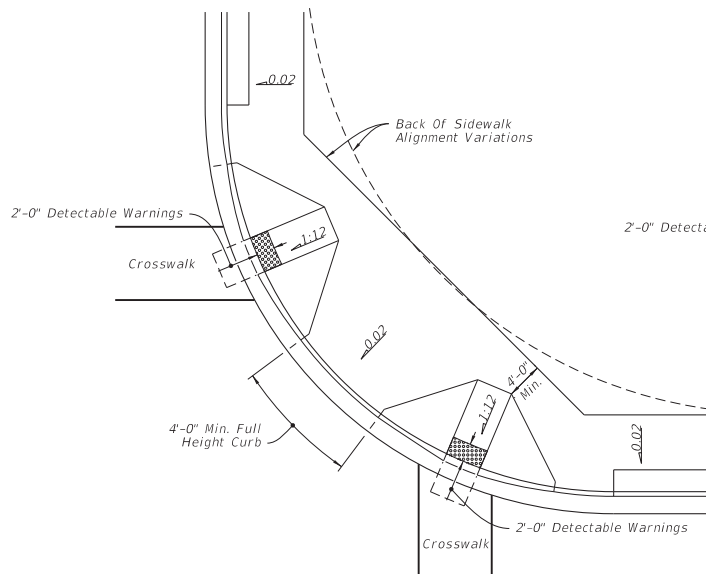
LAST REVISION 11/01/20	DESCRIPTION:	FDOT	FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	INDEX 522-002	SHEET 6 of 7
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NOTES:

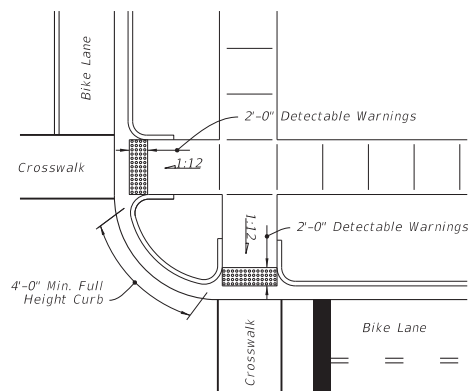
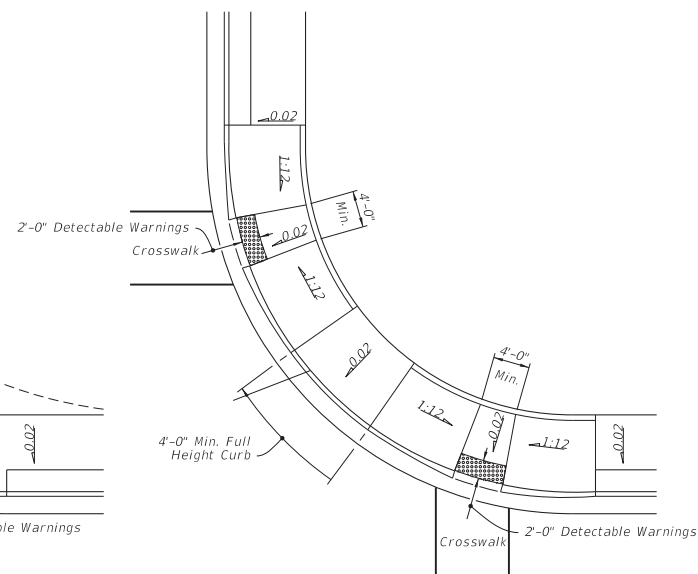
1. Where crosswalk markings are used, ramps must fall within the crosswalk limits. A space of 48" minimum is required at the bottom of the ramp within a marked crosswalk. If crosswalk markings are not present, a clear space 48" minimum is required at the bottom of the ramp outside of active travel lanes.
2. Crosswalk widths and configurations vary; must conform to Index 711-001.
3. Flangeway Gap may be up to 3" for Freight-only Railways.



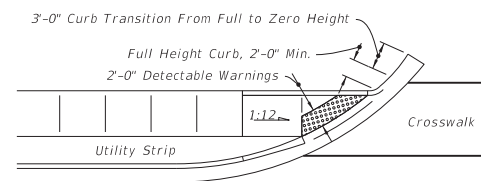
RAILROAD CROSSING



CURB RAMPS WITHIN RADIAL RETURN



CURB RAMPS OUTSIDE RADIAL RETURN



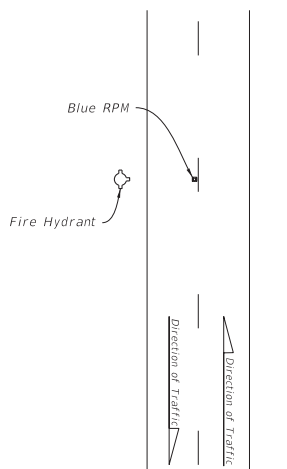
LINEAR SIDEWALK RAMPS

— PLACEMENT OF SIDEWALK CURB RAMPS AT CURBED RETURNS (TYP.)

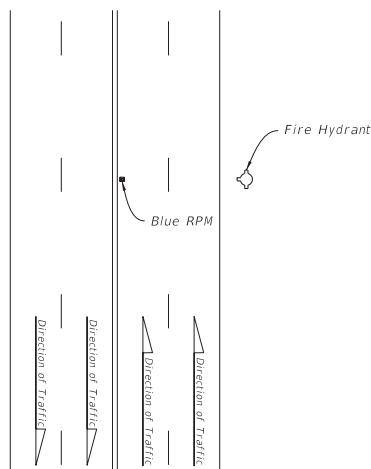
RAILROAD CROSSING AND CURB RAMPS AT CURBED RETURNS

LAST REVISION 11/01/20	REVISION	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 7 of 7
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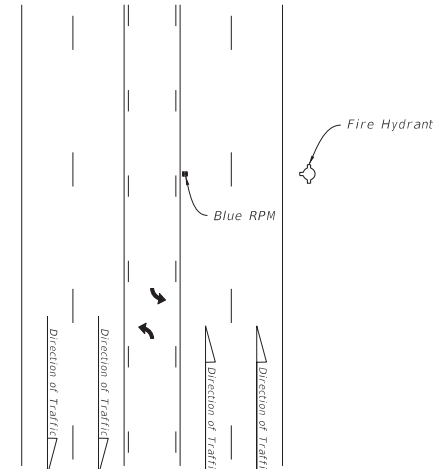
0/12/2020 7:58:42 AM



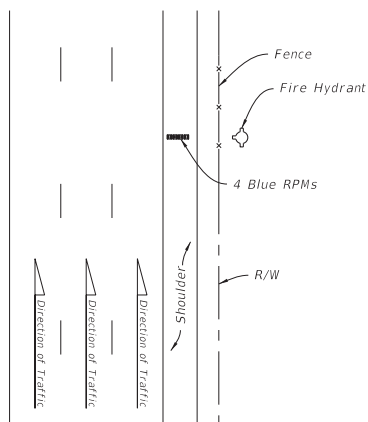
TWO-LANE ROADWAY



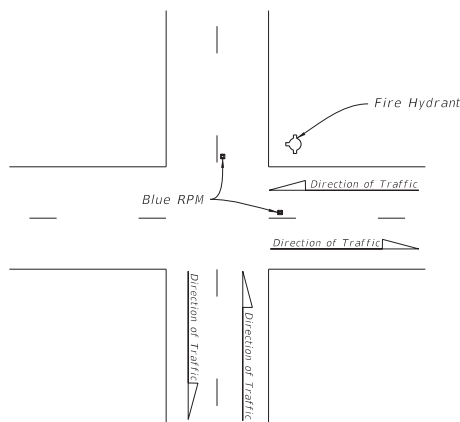
MULTILANE ROADWAY



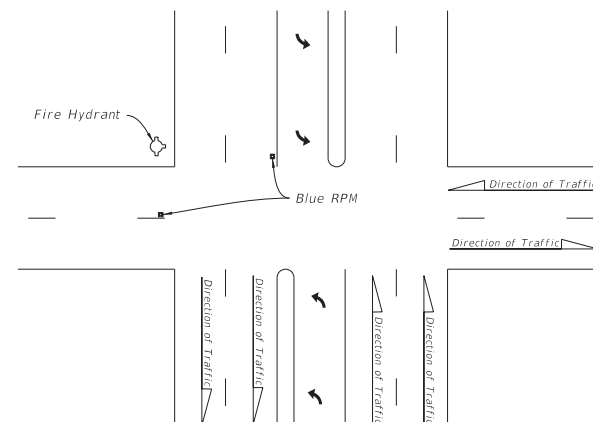
MULTILANE ROADWAY
WITH TURN LANE



LIMITED ACCESS ROADWAY



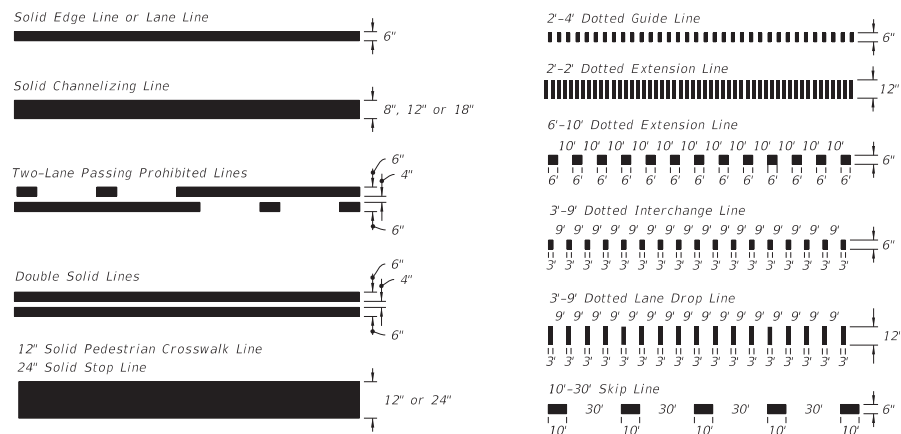
TWO-LANE ROADWAY
AT INTERSECTION



MULTILANE ROADWAY AT INTERSECTION

BLUE RPM PLACEMENT

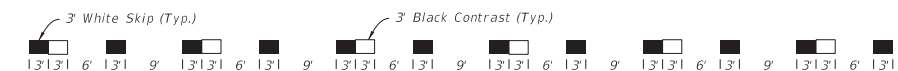
LAST REVISION 11/01/18	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	TYPICAL PLACEMENT OF RAISED PAVEMENT MARKERS	INDEX 706-001	SHEET 6 of 6
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PAVEMENT MARKING LINES

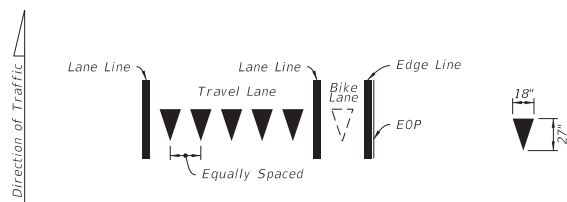


10'-30' SKIP LINE WITH SHADOW MARKINGS



DOTTED LINE WITH ALTERNATING SHADOW MARKINGS

(3'-9' Dotted Line Shown, Other Dotted Lines Similar)

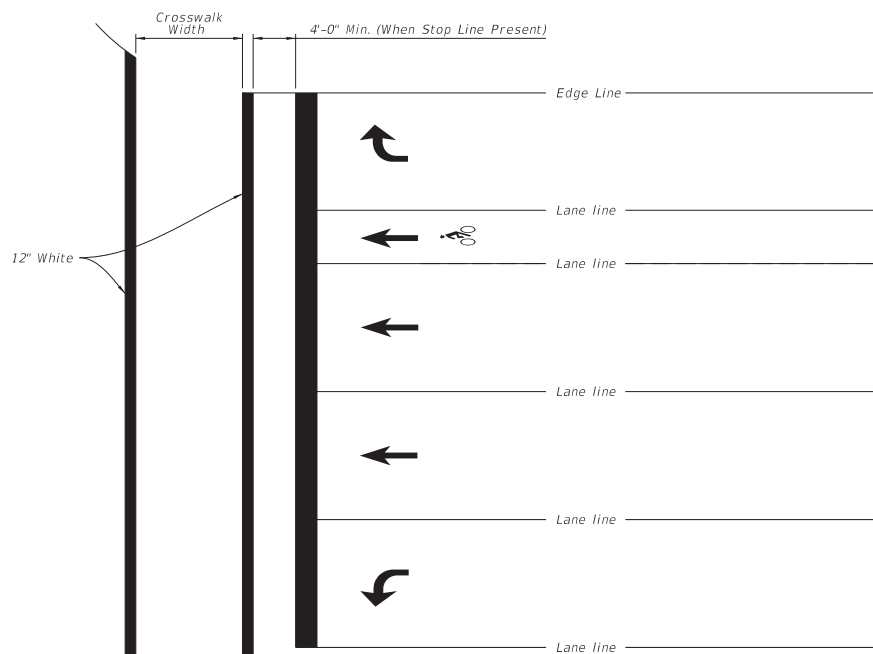


Yield Lines consist of five - 18" X 27" white triangles which face traffic. Equally space triangles within traffic lane. When a bike lane is present, add one additional triangle in the center of the bike lane.

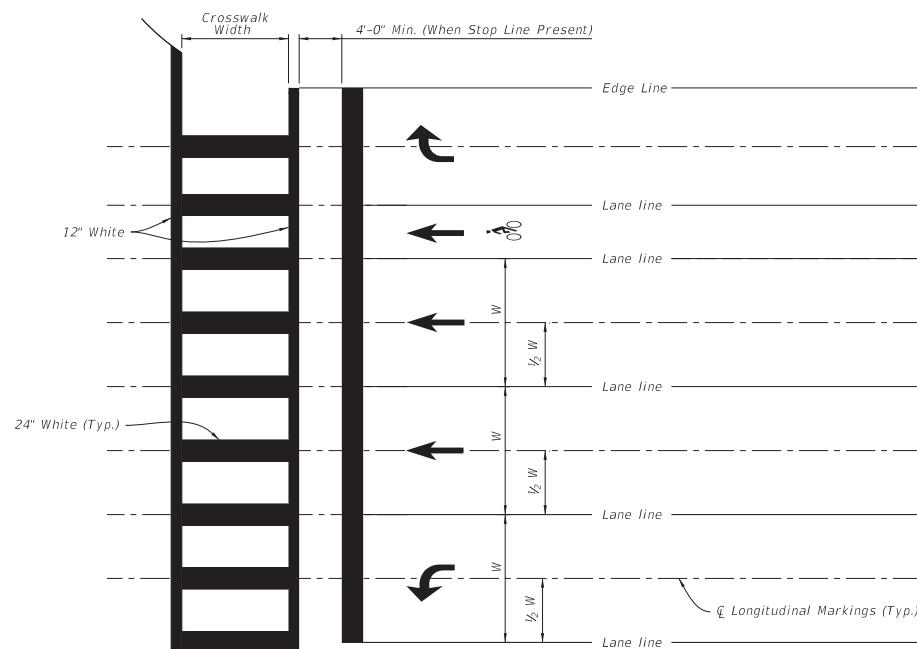
YIELD LINES

2/5/2021 11:53:37 AM

LAST REVISION 02/05/21	DESCRIPTION: Added railroad pavement marking details.	FDOT FY 2021-22 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 2 of 14
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STANDARD CROSSWALK DETAILS



SPECIAL EMPHASIS CROSSWALK DETAILS

NOTES:

1. For crosswalk width, exceed width of the adjacent sidewalk, but do not make width less than 6' for intersection crosswalks and 10' for midblock crosswalks. Measure width from the inside of the transverse crosswalk markings.
2. When the Special Emphasis Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.
3. Refer to Index 522-002 when Curb Ramps are present.

2/5/2021 11:53:51 AM

LAST REVISION 02/05/21	DESCRIPTION: Added railroad pavement marking details.	FDOT FY 2021-22 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 10 of 14
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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: June 1, 2021

Subject: Contract Auto-Renew - Yellowstone Landscape Grounds Maintenance

Commission Goal: Quality of Life - Other

Introduction

This is notification of staff's intent to allow the Yellowstone Landscape ("Yellowstone") agreement for grounds maintenance services to auto-renew for one additional year.

Background

The City Commission authorized through Resolution No. 2012-89 the grounds maintenance contract with Yellowstone Landscape for an initial three-year term, which ended September 30, 2015. The contract has been allowed to auto-renew since that time. The contract states that if either party does not wish to renew the agreement they must provide at least ninety (90) day prior written notice to the other party. This notice date would be June 30, 2021.

Discussion

Yellowstone Landscaping, formerly known as Austin Outdoor, LLC, provides a high quality of work in performing the landscaping and grounds maintenance services for the City of Ormond Beach. Yellowstone is proactive when providing services, responsive to concerns, and willing to take on new projects.

Budget Impact

Funding for this contract is provided from the General Fund, Downtown Redevelopment Fund, Water and Sewer Fund, Airport Fund, and Solid Waste Fund. The current budgeted contract price is \$1,707,845.33.

Citizen Impact

The auto-renewal of the grounds maintenance contract ensures that City grounds will

be maintained in the appropriate manner and that our residents continue to enjoy a great quality of life.

Recommendation

Staff recommends that the Yellowstone Landscape contract for grounds maintenance be allowed to automatically renew for a one-year additional period on October 1, 2021.

Attachments:

- Yellowstone Landscaping Maintenance Contract (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/26/2021

**Agreement with Austin Outdoor, LLC
for Grounds Maintenance Services**

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC**, P.O. Box 849, Bunnell, FL 32110, ("Contractor"), and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following.

1. **Scope of Work.** The document entitled "Invitation to Bid [Grounds Maintenance Services-Facilities, Parks & Right of Ways, Bid No. 2012-10]", attached hereto as Exhibit "A" is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** The initial term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2012 through September 30, 2015; and will be automatically renewed for additional one (1) year periods on October 1st of each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.** The Contractor shall provide the equipment and perform the services at the prices described in Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.
4. **Termination of Agreement.** This section is supplemental to Exhibit "A".
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Isaac D. Turner, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor
William M. Dellecker, President
Austin Outdoor, LLC
P.O. Box 849
Bunnell, FL 32110

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein 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), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 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]
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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). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<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.

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor 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 this Agreement.

- (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 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 Agreement 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 Agreement.
 - (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on all policies of insurance and certificates thereof.
19. **Enforcement of Costs.** If any legal action 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 reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment

proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

20. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 19th day of June, 2012.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: Shamess

By: [Signature]
ED KELLEY
Mayor

[Signature]
Print Name: Colby Culento

Attest: [Signature]
JOYCE SHANAHAN
City Manager

DATED this 2nd day of July, 2012.

Witnesses:

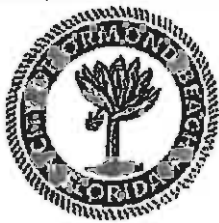
AUSTIN OUTDOOR, LLC

[Signature]
Print Name: BARRY CRITCHER

By: [Signature]
Print Name: William M. Delecken
Title: President

[Signature]
Print Name: David Groleau

Attest: [Signature]
Print Name: AL LALONDE
Title: CHIEF FINANCIAL OFFICER



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Grounds Maintenance Services – Facilities, Parks & Right of Ways
BID NUMBER: 2012-10
BID OPENING DATE & TIME: April 25, 2012 at 10:00 A.M.
BID OPENING LOCATION: 2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street
PRE-BID MEETING DATE & TIME: March 21, 2012 at 2:00 P.M. – Mandatory
PRE-BID MEETING LOCATION: Training Room at Human Resources Office, City Hall

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Austin Outdoor, LLC

BIDDER'S MAILING ADDRESS: PO Box 849

CITY-STATE-ZIP: Bunnell, FL 32110

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211 FAX NUMBER: 386-437-5143

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 renders final payment to the Bidder.


AUTHORIZED SIGNATURE (MANUAL)

William M Dellecker
NAME (TYPED)

President
TITLE

4/23/2012
DATED

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

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 Onvia 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 Onvia 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 One Hundred and Twenty (120) 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.) shall appear in the space(s) provided.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

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 One Hundred and Twenty (120) 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.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

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 there under are not assignable except with the prior written approval of the City Manager or City Commissioner, whoever 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.

CITY OF ORMOND BEACH

INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY Bid No. 2012-10

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.

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

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).

GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional grounds maintenance services throughout the entire City of Ormond Beach (Zones 1 through 4) for all facilities, parks and rights of way.

SCHEDULE OF BID:

<u>March 11, 2012</u>	Legal Advertisement
<u>March 21, 2012</u>	Mandatory Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.
<u>April 25, 2012</u>	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of three (3) years starting on the commencement date and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

BID DELIVERY: Submit one (1) signed and unbound original Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 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 Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, macdonald@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 proposals.

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 one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. 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. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any 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. This proof of insurance will be required prior to commencement of any on-site work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Annual - A plant that lives for only a year.

Authorized Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

City - the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.

Contractor - the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

Debris - all material normally removed after maintenance or installation, such as sand, glass, paper, cans, trimmings, etc.; it does not include larger items such as large stones, wood, cable, etc.

Director - the Leisure Service Director, or his/her designee.

Erosion - the group of natural processes, including weathering, dissolution, abrasion, corrosion, and transportation, by which material is worn away from the earth's surface.

Fertilizer - anything added to the soil to maintain or increase its fertility. Fertilizers may be organic, that is derived from once-living matter, as are manure, compost, and bone meal; or inorganic (artificial), such as soleplate or ammonia or superphosphate, which are prepared in chemical factories.

Ground Cover - a dense, extensive growth of low-growing plants, other than turf grass, normally reaching a maximum height of not more than eighteen (18") inches at maturity.

Herbicide - a substance that kills plants or inhibits their growth. Nonselective herbicides, generally toxic, are used to clear all plants from a broad area; selective herbicides attack weeds without permanently harming ornamental plants.

Irrigation System - the supply of water to landscape areas by an automatic sprinkler system.

Logbook - an official record book with daily entries of project status, pertaining to plant condition, fertilization, herbicide, pesticides, and irrigation repairs.

Mulch - used in landscape design to retard erosion, weed infestation, and retain moisture in planting areas.

Palm - a monocot tree which normally attains an overall height of at least twenty (20) feet.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

pH - the scale on which the acidity or alkalinity of soil is measured. It ranges from 1, an acid of fearsome strength, to 14, an alkali of equal ferocity, with 7 being the neutral point. Most garden soils fall between a pH of 5.5 and 8.6.

Plant Material - any of the following or a combination thereof such as, but not limited to: grass, ground cover, shrubs, vines, hedges, trees and palms.

Prune - the removal of dead, dying, diseased, weak or objectionable branches in a manner consistent with the National Arborist Association standards as incorporated herein, and as may be amended.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

Shrub - a self-supporting woody perennial plant normally growing to a height of twenty-four (24") inches or greater and characterized by multiple stems and branches continuous from the base.

Sucker Growth - a shoot or stem that arises from the roots or trunk bases of a tree or shrub.

Supervision - the act, process, or function of supervising.

Top Soil - a medium composed of naturally occurring mineral particles and organic matter which provides physical, chemical and biological properties necessary for plant growth.

Tree - any living self-supporting woody plant which locally grows to an overall height of fifteen (15) feet or greater with a minimum crown spread of fifteen (15) feet or greater and which has a trunk which can be maintained with over five feet of clear trunk.

Turf Grass - any member of the very large grass family (Poaceae or Gramineae). Any area planted with lawn grasses.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

Weed - any plant that is unwanted and a nuisance in the context of a particular environment, whether it be a garden, a cultivated field, a pasture or in natural woodland or forest.

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing machinery, equipment, tools, all materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and required in these specifications.

MAINTENANCE CLASSES: Staff has designated all locations within this bid as one of the following service classes or what we refer to as "level of finish". The more site visits performed, the higher level of finish is expected for a site with that designation.

Each class typically represents the frequency of turf grass mowings / cuts unless otherwise noted in the chart and other landscape related maintenance tasks such as pruning of trees, shrubs and groundcovers as needed or as specified in this bid document. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits etc. must be performed with every scheduled site visit.

Example #1: Granada Medians – Class "A" requires 39 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

Example #2: - Vining Court – Class "A" requires 0 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

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Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first thirty (30) visits of the season are to occur every seven (7) days starting March 14th. The final nine (9) visits are to occur every fourteen (14) days (November 1st to March 13th).

Class "B" Maintenance

Number of Site Visits: A total of twenty-nine (29) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first two (2) visits of the season are to occur every fourteen days starting on April 1st. The next seventeen (17) visits of the season are to occur every seven (7) days (May 1st to August 31st). The next six (6) visits are to occur every fourteen (14) days (September 1st to November 30th). The final four (4) visits are to occur every thirty (30) days (December 1st to March 31st).

Class "C" Maintenance

Number of Site Visits: A total of sixteen (16) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first ten (10) visits of the season are to occur every fourteen days starting April 1st. The final six (6) visits are to occur every thirty (30) days (September 1st to March 1st).

Class "D" Maintenance

Number of Site Visits: A total of eleven (11) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The eleven (11) visits are to occur approximately every thirty (33) days.

The following maintenance activities will occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass area, parking area, sidewalks mulched landscape areas and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds, tree limbs, etc. from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state and local laws, rules and regulations.

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MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shouldn't be allowed to reach a height of six (6") inches or more unless otherwise requested by the City. The minimum turf grass mowing heights are as follows:

St. Augustine – 3" minimum mowing height

Empire Zoysia – 2" minimum mowing height

Argentine Bahia – 3" minimum mowing height

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Granada Boulevard, US1, Nova Road and A1A. Mowing of wet turf grass shall be avoided unless permission is authorized by City staff. Contractor shall leave surrounding area(s) in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains per City Ordinance, Section(s) 10-8 and 10-9.

PRUNING OF SHADE AND ORNAMENTAL TREES: Trees are to be pruned to maintain their natural shape and form by cutting any limb or "flag" that creates an odd shape or appearance. Dead, dying, diseased, sucker growth, and weak branches shall be removed to maintain a minimum 7'6" clear trunk height to provide unimpeded pedestrian or vehicular use of the sidewalks, roadways, parking areas, turf grass areas, planting beds, playgrounds and to provide visibility to all traffic devices and business identification signage.

All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards.

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Crape myrtle trees are not pruned within the City limits and are not part of this bid. However, the contractor is responsible to remove all sucker growth that occurs between the rootball and bottom of the tree canopy.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor will also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements, if needed (see ornamental pruning specifications). The Maximum shrub height if found within sight distance triangles is 2'-6".

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses and unwanted plant growth shall be removed from all mulched planting areas by hand pulling to removing the entire root system, or by herbicide spraying to effectively kill the entire root system of unwanted plant material. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor is responsible to remove and dispose of all dead ornamental trees, shrubs and ground cover during each scheduled visit. The contractor is responsible to notify staff to determine if a replacement is necessary.

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

The following maintenance specification and schedules must be adhered to during this maintenance contract:

TURF GRASS FERTILIZATION (St. Augustine and Empire Zoysia): All turf grass shall receive four (4) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized four (4) times per year and no more than one (1) pounds of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash will be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and September.

SHADE AND ORNAMENTAL TREE FERTILIZATION: All trees shall be fertilized one (1) time per year in early Spring with a balanced, slow release fertilizer, including minors at a rate of one (1) lbs per inch of caliper measured at DBH (4.5' above rootball).

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PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and September. Broadcast the fertilizer under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) times per year in March with a heavy application of a balanced, slow release fertilizer, including minors. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting on-top of mulch will not be allowed unless approved by City staff.

DISEASE & INSECT CONTROL: Contractor is responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations will be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records will be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City Contract Manager. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Ormond Beach Building and General Inspections Division.

HERBICIDES: Herbicide(s) may be used only with the prior written approval of the City and only in those areas authorized by the City staff. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and be competent to recommend appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be State Licensed to apply herbicides, and a copy of that license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas will be replenished once a year during the winter months of November to March. The Contractor will properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes (per City Landscape Architect direction), raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks, removing all weeds and dead plant materials prior to top-coating existing mulch areas with grade "A" shredded cypress hardwood mulch with pre-emergent. The Contractor shall replace areas where wash out occurs due to storms on an as-needed basis and the repair work will be billed as an extra work item. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

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PLANT MATERIAL PRUNING SPECIFICATIONS AND SCHEDULE:

SHADE AND ORNAMENTAL TREES: Contractor will be responsible to prune all trees within the locations listed in this bid document. All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards. Contractor will not be responsible to prune trees above a 15' height limit. Some of the most common trees are listed below:

Crape Myrtles: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6". We do not cut back or tip our Crape on a yearly basis.

EP / Dahoon Hollies: Prune to keep a loose natural form by removing any branches that take away from the natural oval shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". DO SHEER INTO A TIGHT TOPIARY SHAPE.

Elm Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Maple Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oaks Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oleander Standard Species: Prune to keep a loose natural form by removing any branches that take away from the natural round shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". Do not sheer into a tight topiary shape.

PALM TREES (ADDITIVE ALTERNATE): Contractor will be responsible to prune all palm trees per the quantities listing below if they are added to the base bid of this contract. The palms will be trimmed at the frequency specified to keep them free of seedpods and dead palm fronds. No green palm fronds shall be removed during any trimming.

SHRUBS: Contractor will be responsible to prune all shrubs within the locations listed in this bid document. Some of the most common materials are listed below with general maintenance specifications of each:

Azaleas: Prune after bloom has ended.

Boxwoods: Sheer tightly and box at a height of 24"- 36" as directed by staff.

Crinum: Remove damaged leaves and flower pods in Winter / Spring. Do not cut to ground unless directed by staff.

Japanese Holly: Sheer loosely and rounded at a height of 24"- 48" as directed by staff.

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Japanese Privet: Sheer top rounded to a height of 24"– 48" as directed by staff.

Hlex Species: Sheer tightly and rounded at a height of 18"- 36" as directed by staff.

Indian Hawthorn: Sheer tightly and rounded at a height of 18"- 36" as directed by staff.

Juniper Species: Do not sheer as this will damage the plant material by browning the growing tips. Only remove brown branches with hand pruners.

Nandinas: Sheer tightly and rounded at a height of 18"- 30" as directed by staff.

Oleanders: Prune loosely and rounded at a height of 24"- 48" as directed by staff.

Philodendrons: Prune to remove damaged / brown leaves as needed.

Pineapple Guava: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Pittosporums: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Podocarpus: Sheer tightly and box at a height of 36"- 72" as directed by staff.

Shrub Roses: Dead head roses after bloom and keep form small and compact.

Schefflera: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Silverthorn: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

Viburnum Species: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

Wax Myrtles: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

GROUNDCOVERS: Contractor will be responsible to prune all groundcovers within the locations listed in this bid document. Some of the most common materials are listed below with general maintenance specifications for each:

Agapanthus: Remove spent flower stalks after bloom is completed within 30 days.

Asiatic Jasmine: Sheer once per year to adjust height for matching consistency.

Bulbines: Remove spent flower stalks after bloom is completed within 30 days.

Daylilys: Remove spent flower stalks after bloom is completed within 30 days.

Flax Lilies: Remove spent flower stalks after bloom is completed within 30 days.

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Iris: Hand prune to thin out material as needed to remove old dead or dying growth. Remove spent seed pods after bloom is completed within 30 days.

Junipers: Do not sheer as this will damage the plant material by browning the growing tips. Only remove brown branches with hand pruners.

Liriope: Hand prune to thin out material as needed to remove old dead or dying growth.

Perennial Peanut: Mow once per year as directed by staff.

Society Garlic: Remove spent flower stalks after bloom is completed within 30 days.

ORNAMENTAL GRASSES: Contractor will be responsible to cutback all grasses within the locations listed in this bid document. Some of the most common grasses are listed below:

Crown Grass: Do not cut back unless authorized by staff. (Example: I-95 Slopes).

Dwarf Fakahatchee Grass: Do not cut back unless authorized by staff. (N. US1 Gateway).

Fountain Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Muhly Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Pampas Grass: Cut back to 2' – 4' foot tall at beginning of Winter.

Sandcord Grass: Cutback to 4"-6" inches tall at beginning of Winter.

The following specifications are for the Granada Boulevard Medians specifically but should be used as a guideline for all FDOT permitted median plantings.

Yaupon Hollies: Must be maintained at a maximum height of 24" inches. The hollies along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Flax Lilies: Cut back 2"-3" above the ground if damaged by frost.

Indian Hawthorn: Must be maintained at a maximum height of 24" inches. The hawthorn along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Parson Junipers: Prune the brown out of the junipers and remove dead plants as if required.

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Nandina Firepower: Must be maintained at a maximum height of 24" inches. The nandina along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Plant Free Zone: Maintain a four (4') foot, plant free mulch zone behind back of curbs so the materials do not obstruct the irrigation spray. Also, all ground cover within a 3' radius of an existing irrigation heads should be removed for the same reason above.

ANNUAL FLOWERS: The contractor shall purchase, deliver, and furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers per quarter. Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by the City.

January - March	=	7,500 Annuals
April - June	=	7,500 Annuals
July - September	=	7,500 Annuals
October - December	=	7,500 Annuals

Proper annual spacing is as follows: 8"-10" spaces on-center.

IRRIGATION SYSTEMS: (ADDITIVE ALTERNATE) Contractor is responsible for the entire irrigation system from the water meter to the sprinkler excluding the meter.

Irrigation systems, including but not limited to all heads, pipes, valves, rain shut-off devices controllers etc., shall be thoroughly inspected at the first sign of turf or shrub distress and tested monthly for each area. Heads shall be visually inspected at each mowing and all necessary repairs shall be made immediately.

Inspections shall include the firing of all zones for the purpose of flushing and adjusting heads to provide for maximum coverage and efficiency. Contractor's personnel shall do visual inspections on a continual basis during the day-to-day maintenance operation. This shall include observing for dry areas, wash outs, missing or broken heads, etc. and reporting any problems to the Contractor's appropriate supervisor, to be scheduled for repairs. Contractor is responsible for monitoring for overuse of water – repair and reset as needed. Contractor is required to monitor and minimize overspray of irrigation heads onto paved surfaces (concrete/asphalt). A monthly irrigation system inspection report shall be submitted and the area of repair shall be kept in a logbook. Any repairs charged to the City should be noted in this report to coincide with the monthly billing for extra work.

Controllers shall be set by a qualified member of Contractor's staff according to design specifications and the current weather conditions, in compliance with all applicable local, state, or federal regulations. Irrigation schedules shall be submitted to the City staff for approval. The City shall provide staff assistance to the Contractor with respect to controller questions and state/local watering restrictions.

Repairs or replacement of any of the systems for normal wear and tear shall be reported to City staff. The contractor will repair the system and charge the City based on the hourly rate and material markup as per the bid documents. Emergency repairs must be completed within 24 Hours of notice by City staff.

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Contractor will be required to repair/replace any irrigation parts that fail or are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be turned in to the City staff.

EROSION: If there is noticeable erosion of any site caused by any means, the Contractor shall immediately notify the City's Contract Manager of its location. The Contractor shall be responsible for any erosion damage caused by Contractor's equipment or performance of its duties under this Contract.

The following are additional requirements of this maintenance contract:

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

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

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

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

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City's Contract Manager. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City's Contract Manager).

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the contractor and staff, by the appropriate means. Typically, after March 15th.

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of plant materials is due to improper

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maintenance or irrigation, the Contractor will be responsible for replacing such plant material at the Contractor's sole expense. City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by contractor for actions success. No dead plant material will remain in landscape. All replacements shall be done within one (1) week of notification. City staff shall approve all plant replacements, sizes and specifications.

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

EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup of the medians after a storm. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City's Contract Manager, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE: (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City staff. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

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

QUALITY OF SERVICE: The direction and supervision of grounds maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City.

In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

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SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor and their employees must comply with all City regulations.

The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City staff. Contractor will notify the City staff (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow City staff to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City staff as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with City staff.

CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

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

SUBCONTRACTOR: The contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the contractor obtains prior written approval from City staff or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

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.

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COST ADJUSTMENT: 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 by the City Commission 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).

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the City shall notify the 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.

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174.

Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement with or without cause upon one hundred eighty (180) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

This Agreement may not be terminated by the Contractor.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule.
2. One (1) original letter of interest.
3. Philosophy and general project approach of the firm or individual.
4. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.
5. Provide financial information (Balance Sheet and Income Statement) for 2009, 2010, and 2011.
6. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:
 - a) Contract name
 - b) Address
 - c) A brief description of the work
 - d) Contract amount
 - e) Duration
 - f) Name of contact with telephone number
7. List of equipment the bidder possesses.
8. Copy of firm's current Operational Business License renewal.
9. Copy of firm's insurance certificates.
10. Conflict, Non-Conflict of Interest Statement and Litigation Statement
 A list of all lawsuits that the bidder has been a party to in the past five (5) years
11. Drug Free Workplace Certificate

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time as indicated in this Bid Proposal and in full accordance with all requirements as set forth in the Contract Documents.

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Liability Insurance, the Bonds (when required), the Project Specifications and/or Drawings, the signed Purchase Order, as issued by the OWNER, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

(c) The Contract Time constitutes the number of calendar (consecutive) days allowed for the completion of the Work. The time shall commence on the date set in the Notice to Proceed. The completion date shall not fall on a Saturday or Sunday or on any legal holiday and shall be advanced to the next "business" day.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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.

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 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.

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.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

CITY OF ORMOND BEACH
INVITATION TO BID
GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>4/17/2012</u>	<u>#1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(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) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

(d) 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

(e) BIDDER will complete the Work for the following price(s):

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 1

ITEM #	SITE NAME	ADDRESS	ACREAGE	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Birthplace of Speed Park	21 Ocean Shore Blvd	.68 Acre	39-A	9	\$ 5,384.00
2	NE Bridge Approach	John Anderson & Granada Ave.	.05 Acre	16-C	2	\$3,402.00
3	Windward Circle	End of Windward Dr.	.01 Acre	11-D	0	\$180.00
4	Sundance Trail	1 Block S. of Neptune Dr.	.01 Acre	11-D	0	\$180.00
5	Lift Station 6P	350 John Anderson Dr	.18 Acre	16-C	5	\$252.00
6	Colonial Circle	Colonial & John Anderson	.07 Acre	16-C	1	\$252.00
7	Country Club Med/Ent.	Country Club & N. A1A	.06 Acre	16-C	0	\$252.00
8	Standish Water Tank	20 Standish Dr.	.15 Acre	16-C	0	\$ 252.00
9	Bellewood Circle	Bellwood & N. Halifax	.12 Acre	16-C	0	\$252.00
10	Ellicott Drive	Ellicott Dr. & N. A1A	.04 Acre	16-C	0	\$ 252.00
11	Woodhaven Circle	John Anderson & Woodhaven Dr.	.02 Acre	16-C	1	\$ 252.00

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 1 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
12	St. Marks Circle	1 block E. of John Anderson off Halifax Dr.	.02 Acre	16-C	1	\$252.00
13	Ted Porter Park	1044 John Anderson	.15 Acre	16-C	3	\$504.00
14	Sandcastle Drive Medians	Between John Anderson & A1A	.02 Acre	16-C	0	\$252.00
15	Streetscape Granada Blvd.	A1A to N. Orchard - SR40	1 Acre & 5 Medians	39-A	29	\$9,219.00
16	Post Office, Beachside	55 E. Granada Blvd	.05 Acre	39-A	1	\$2,460.00
17	Fortunato Park	2 John Anderson Dr	2.65 Acre	39-A	12	\$13,079.00

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 2

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Fire Station #91 (See attached plan for additional Maintenance Requirements)	364 S Atlantic Ave	1 Acre	39-A	12	\$ <u>8,317.00</u>
2	Tennis Center	38 E. Granada	2.29 Acre	39-A	3	\$ <u>8,191.00</u>
3	The Casements	25 Riverside Dr.	1.71 Acre	39-A	11	\$ <u>6,655.00</u>
4	Rockefeller Gardens/S.E. Bridge Approach	26 Riverside Dr.	3.41 Acre	39-A	10	\$ <u>16,104.00</u>
5	Bosarvey Circle	Bosarvey & S. Halifax Dr.	.03 Acre	16-C	0	\$ <u>252.00</u>
6	Riverside Circle	Off of Riverside Dr.	0 Acre	11-D	0	\$ <u>96.00</u>
7	Ormond Parkway Lift Station 3P & Park	252 Riverside Dr.	.07 Acre	16-C	0	\$ <u>384.00</u>
8	Magnolia & Valencia	Magnolia & S. Halifax Dr.	.01 Acre	16-C	2	\$ <u>252.00</u>
9	Vadner Park	105 Seminole Ave.	.61 Acre	16-C	2	\$ <u>384.00</u>
10	Fluhart Corner	Fluhart & S. Halifax Dr.	0 Acre	11-D	0	\$ <u>96.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Milton Pepper Park	6 Bayberry Ct	.16 Acre	39-A	6	\$ <u>2,460.00</u>
12	Lift Station 2P	605 Riverside Dr.	.0046 Acre	11-D	0	\$ <u>180.00</u>
13	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (W)	.002 Acre	16-C	1	\$ <u>252.00</u>
14	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (E)	.002 Acre	16-C	0	\$ <u>252.00</u>
15	Marvin Cemetery	106 Marvin Rd	.02 Acre	16-C	0	\$ <u>384.00</u>
16	Lift Station 5P	812 Riverside Dr.	.01 Acre	11-D	0	\$ <u>264.00</u>
17	Ormond Shores Park	201 Ormond Shores Dr.	2 Acre	39-A	6	\$ <u>4,296.00</u>
18	Vining Court	Vining Court	0.15 Acre	0-B	8	\$ <u>9,132.00</u>
19	Ormond Parkway Palms	Ormond Parkway	N/A	0-D	1	\$ <u>180.00</u>
20	Arlington Way Palms	Arlington Way	N/A	0-D	1	\$ <u>180.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
21	Ellinor Village Sign	10 Mulberry Dr. & 63 Byron Ellinor Dr	0.01 Acre	0-C	2	\$ <u>252.00</u>
22	Granada Beach Approach	300 E Granada Blvd.	0.02 Acre	0-A	2	\$ <u>924.00</u>
23	Memorial Gardens	78 E Granada Blvd	N/A	IRRIG. ONLY	14	\$ <u>180.00</u>
24	A1A Medians	A1A	9 Medians	39-A	18	\$ <u>13,727.00</u>
25	Andy Romano Beachfront Park	839 S. Atlantic Ave	3.27 Acre	39-A	15	\$ <u>8,077.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 3

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Bailey Riverbridge Gardens NW Bridge Approach	1 N. Beach St.	1.36 Acre	39-A	18	<u>\$ 11,372.00</u>
2	New Britain Parking Lot	15 N Washington St.	1.21 Acre	39-A	9	<u>\$2,460.00</u>
3	State Road 40	Orchard St. W. to Old Kings Rd.	1.25 Acre	39-A	0	<u>\$ 12,797.00</u>
4	N. Beach St. ROW	N. Beach St. & Rosewood/N. Beach & Dix/N. Beach & Lincoln	.19 Acre	16-C	0	<u>\$252.00</u>
5	Hernandez & US1	Hernandez & US1	.28 Acre	16-C	0	<u>\$ 504.00</u>
6	Wilmette Circle	Off of Wilmette Ave.	.04 Acre	16-C	1	<u>\$ 252.00</u>
7	Senior Center	351 Andrews St	.53 Acre	39-A	10	<u>\$ 8,994.00</u>
8	Performing Arts Center	399 N. US 1	2.22 Acre	39-A	11	<u>\$ 15,363.00</u>
9	Huguenot Park	401 N. Beach St.	.44 Acre	29-B	2	<u>\$1,836.00</u>
10	Sanchez Park / Lift Station	329 Sanchez Ave.	1.93 Acre	39-A	2	<u>\$7,974.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Woodmere Park	630 N Ridgewood Ave	.27 Acre	16-C	0	\$ 504.00
12	Sanchez Gate Coquina Monument	1 Sanchez Ave	.008 Acre	16-C	0	\$ 252.00
13	Lift Station 7M	903 N. Beach St.	.01 Acre	16-C	1	\$ 252.00
14	Woodmere Entrance / Circle	Woodmere & N. Beach St.	.02 Acre	16-C	0	\$ 504.00
15	Parkwood Circle	Parkwood 1 S. of Woodmere Dr.	.01 Acre	16-C	0	\$ 252.00
16	Northbrook Dr. Median / Ent.	Northbrook & N. Beach St.	.12 Acre	16-C	1	\$ 504.00
17	Santa Lucia Medians	Santa Lucia & N. Beach St.	.08 Acre	16-C	0	\$ 504.00
18	Santa Lucia Park	1099 Oak Forest Dr	.20 Acre	16-C	0	\$ 252.00
19	Avenue Bonita Medians	Ave. Bonita & N. Beach St.	.03 Acre	16-C	0	\$ 504.00

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Eileen Terrace Median	Eileen Terrace & N. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>
21	Avenue La Vista Medians	Ave. LaVista & N. Beach St.	.03 Acre	16-C	0	\$ <u>384.00</u>
22	Carmel Terrace Median	Carmel Terrace & N. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>
23	Sharon Terrace Median	Sharon Terrace & N. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>
24	Fleet Maintenance Complex	500 N. Orchard St.	2.09 Acre	29-B	2	\$ <u>9,762.00</u>
25	Public Works Complex	501 N. Orchard St.	2.22 Acre	29-B	10	\$ <u>9,276.00</u>
26	Waste Water Plant	550 N. Orchard St.	.92 Acre	29-B	7	\$ <u>4,572.00</u>
27	Water Tank	500 N. Orchard St.	.25 Acre	29-B	3	\$ <u>2,736.00</u>
28	Hospital Gardens	171 Old Kings Rd.	.51 Acre	16-C	2	\$ <u>504.00</u>
29	Shadow Lakes Entrance	Shadow Lakes & Nova Rd.	.09 Acre	29-B	0	\$ <u>912.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
30	Nova Community Park / E. & W. side of Nova Rd. outside of ball field fences	440 N. Nova Rd.	10.12 Acre	39-A	14	\$ <u>23,071.00</u>
31	Lift Stations 8M2 & 8M3	301 & 103 Riverbluff Dr.	.04 Acre	16-C	0	\$ <u>504.00</u>
32	Airport Recreation Complex	1375 Harmony Ave	3 Acre	29-B	8	\$ <u>9,364.00</u>
33	Airport Entrance	730 Airport Rd.	3.77 Acre	39-A	6	\$ <u>3,827.00</u>
34	Business Park Entrance	Airport Rd. at Sunshine Blvd.	.5 Acre	39-A	12	\$ <u>3,684.00</u>
35	Lift Station ABP	14L Sunshine Blvd.	.4 Acre	16-C	2	\$ <u>1,008.00</u>
36	Fire Station #94	2301 Airport Rd.	.94 Acre	29-B	6	\$ <u>2,785.00</u>
37	Leeway Tank	301 Leeway Trail	1 Acre	16-C	0	\$ <u>1,008.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
38	Breakaway Trail Treatment Plant	35 Breakaway Trail	1 Acre	16-C	0	\$ <u>1,512.00</u>
39	Ormond Towne Square	SE corner of SR40 and Williamson	1 Acre	16-C	0	\$ <u>1,764.00</u>
40	Hidden Hills	SR40 & Hidden Hills Dr.	.01 Acre	16-C	0	\$ <u>252.00</u>
41	Fire Station #93	300 Wilmette Ave	.87 Acre	39-A	5	\$ <u>5,329.00</u>
42	Tank Site	495 N Orchard St	1.35 Acre	39-A	4	\$ <u>3,684.00</u>
43	North Nova Rd Medians	Nova Rd	6 Medians	39-A	6	\$ <u>9,933.00</u>
44	Lakebridge ROW	Lakebridge Dr.	1.35 Acre	29-B	0	\$ <u>2,736.00</u>
45	I-95 Slopes	I-95 & SR-40	1.26 Acre	0-B	12	\$ <u>9,973.00</u>
46	Riverbend Park	775 Airport Rd	1 Acre	29-B	0	\$ <u>1,824.00</u>
47	N US-1 Gateway Sign	1000 N. US Hwy 1	0.01 Acre	29-B	1	\$ <u>912.00</u>
48	US-1 Medians	US Hwy 1	46 Medians	39-A	31	\$ <u>26,917.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
49	SR-40 Medians (Orchard to Old Tomoka)	SR-40	32 Medians	39-A	57	<u>\$ 42,702.00</u>
50	Williamson Medians	Williamson Blvd	9 Medians	39-A	5	<u>\$ 8,486.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 4

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Cassen Riverfront Park / SW Bridge Approach	1 S. Beach St.	1.97 Acre	39-A	12	\$ <u>11,904.00</u>
2	City Hall / Library	22 S. Beach St.	1.41 Acre	39-A	21	\$ <u>14,841.00</u>
3	Live Oak ROW	Live Oak & Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
4	Ames Park	195 S. Beach St.	1.44 Acre	39-A	0	\$ <u>7,030.00</u>
5	Indian Mound Park	196S. Beach St.	.35 Acre	39-A	0	\$ <u>1,848.00</u>
6	Fairview Avenue ROW	Fairview & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
7	Division Avenue ROW	Division & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
8	Ellsworth Avenue ROW	Ellsworth & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
9	Arbor Drive South ROW	Arbor and S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
10	McAlister Drive ROW	McAlister and S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Riverview Pump Station	559 S. Beach St.	.01 Acre	11-D	0	\$ <u>180.00</u>
12	Lorillard Place ROW	Lorillard Place & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
13	Reynolds Avenue ROW	Reynolds & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
14	Lift Station 1M	699 S. Beach St.	.07 Acre	11-D	0	\$ <u>348.00</u>
15	Arroyo ROW	S. Beach St. & Arroyo Pkwy.	.01 Acre	11-D	0	\$ <u>348.00</u>
16	Arroyo Fountain	11 Arroyo Pkwy.	.03 Acre	16-C	1	\$ <u>228.00</u>
17	Riviera Park	901 S. Beach St.	6.86 Acre	39-A	12	\$ <u>12,382.00</u>
18	Plaza Triangle	Plaza Grande & S. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
19	Areca Triangle	Buena Vista & Areca	.10 Acre	16-C	0	\$ <u>1,008.00</u>
20	Plaza Grande Medians (2)	95 Plaza Grande	1.12 Acre	16-C	3	\$ <u>1,570.00</u>
21	Alcazar Triangle	Buena Vista & Alcazar	.53 Acre	16-C	0	\$ <u>756.00</u>
22	Seville Triangle	Buena Vista & Seville	.10 Acre	16-C	2	\$ <u>504.00</u>
23	Arroyo Oaks Mini-Park	165 Arroyo Pkwy.	.50 Acre	16-C	0	\$ <u>756.00</u>
24	Big Oak Triangle	Intersection of E. & W. Ridgewood Ave.	.13 Acre	16-C	0	\$ <u>504.00</u>
25	Capri Circle	Capri Cir. E. of S. Ridgewood Ave.	.01 Acre	16-C	0	\$ <u>252.00</u>
26	South Ormond Neighborhood Center	176 Division Ave.	3.08 Acre	39-A	18	\$ <u>10,862.00</u>
27	Waldo O Berry Park	192 Central Ave	.25 Acre	39-A	6	\$ <u>3,588.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
28	Washington Streetscape ROW	On Washington St. from Tomoka Ave. to Division Ave.	.75 Acre	29-B	0	\$ <u>2,736.00</u>
29	Corbin Parking Lot	101 Corbin Ave	0.5 Acre Lot .36 Acre	39-A	8	\$ <u>6,144.00</u>
30	Ormond Elementary ROW	ROW on S. Ridgewood Ave. from Granada Blvd. to Tomoka Ave.	.08 Acre	29-B	4	\$ <u>912.00</u>
31	Police Department	170 W Granada Blvd.	2.06 Acre	39-A	29	\$ <u>11,157.00</u>
32	Water Plant	298 Tomoka Ave.	.92 Acre	29-B	1	\$ <u>3,192.00</u>
33	Mary Street Lot	Mary St. & Malaga Ave.	.20 Acre	11-D	0	\$ <u>348.00</u>
34	Central Park (II)	601 Hammock Ln.	4 Acre	39-A	10	\$ <u>8,654.00</u>
35	Central Park (III)(A)	600 Hammock Ln.	5.15 Acre	39-A	10	\$ <u>12,610.00</u>

City of Ormond Beach

Grounds Maintenance Services

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GROUND MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
36	Central Park (III)(B)	601 Division Ave.	5.15 Acre	29-B	0	<u>\$ 3,296.00</u>
37	Central Park (IV)	601 Hand Ave.	1 Acre	29-B	0	<u>\$ 3,158.00</u>
38	Central Park (I)	601 Fleming Ave	5.50 Acre	39-A	1	<u>\$ 11,901.00</u>
39	Lift Station AYO	600 Arroyo Pkwy.	.25 Acre	16-C	2	<u>\$ 252.00</u>
40	Stratford Place	All medians in Stratford Pl. off of Hand Ave.	.15 Acre	29-B	2	<u>\$ 1,140.00</u>
41	Mooreland Boulevard Medians	Mooreland Blvd. & S. Nova Rd. W. side	.71 Acre	39-A	6	<u>\$ 3,684.00</u>
42	Woodlands Boulevard Entrance	Woodlands Blvd. & S. Nova Rd. W. side	.31 Acre	39-A	1	<u>\$ 1,848.00</u>
43	Fire Station #92	189 S. Nova Rd.	.67 Acre	29-B	0	<u>\$ 1,824.00</u>

City of Ormond Beach

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GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
44	Woodlands Circle	Woodlands Blvd.	.01 Acre	29-B	1	\$ <u>456.00</u>
45	Butternut Circle	Woodlands Blvd.	.01 Acre	29-B	1	\$ <u>456.00</u>
46	Hamlet Circle	Woodlands Blvd.	.01 Acre	29-B	1	\$ <u>456.00</u>
47	Sugarberry Circle	Woodlands Blvd.	.03 Acre	29-B	1	\$ <u>456.00</u>
48	Red Maple Circle	Woodlands Blvd.	.03 Acre	29-B	1	\$ <u>684.00</u>
49	Sandpiper Circle	Woodlands Blvd.	.03 Acre	29-B	2	\$ <u>456.00</u>
50	Winding Woods Wall	SR40 and Winding Woods E.	.02 Acre	16-C	1	\$ <u>252.00</u>
51	Lift Station 5M	900 W Granada Blvd	.17 Acre	16-C	0	\$ <u>504.00</u>
52	Trails 40 Medians (3) From SR40	SR40 & S. Forty Trail	.02 Acre	16-C	3	\$ <u>756.00</u>
53	Oakridge Cemetery	170 S. Nova Rd.	1.50 Acre	16-C	0	\$ <u>1,260.00</u>

City of Ormond Beach

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GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
54	South Nova Rd Medians	Nova Rd	18 Medians	39-A	16	<u>\$ 19,039.00</u>
55	Division Ave Pond	801 Division Ave.	1.72 Acre	29-B	2	<u>\$ 3,060.00</u>
56	South Old Kings Rd Pond	135 South Old Kings Rd	2.28 Acre	29-B	2	<u>\$ 3,958.00</u>

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MOWING - AREA 1

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Halifax Dr. - Granada S. to Riverbeach Dr. - AVOID 422 S. Halifax	.285 Acre	16-C	0	\$ <u>252.00</u>
2	Willis Dr. and Riverside - 20' ROW by river	.078 Acre	16-C	0	\$ <u>252.00</u>
3	Vining Court - on south side	.216 Acre	16-C	0	\$ <u>252.00</u>
4	Coquina - Lucky Dr. north to Vining Court	.277 Acre	16-C	0	\$ <u>252.00</u>
5	Lucky Dr. - from Bosarvey north to Vining Court	.094 Acre	16-C	0	\$ <u>252.00</u>
6	Seton Trail - From Bosarvey to Seminole	.049 Acre	16-C	0	\$ <u>252.00</u>
7	Bosarvey - Halifax east to A1A	.633 Acre	16-C	0	\$ <u>773.00</u>
8	Seminole - Halifax east to A1A	.916 Acre	16-C	0	\$ <u>893.00</u>
9	Osceola to Oleeta - ROW south east corner	.099 Acre	16-C	0	\$ <u>252.00</u>
10	Byron Ellinor - A1A west behind shopping center	.226 Acre	16-C	0	\$ <u>252.00</u>
11	Fluhart - From S. Halifax west to Pine, south side	.005 Acre	16-C	0	\$ <u>252.00</u>
12	Rockefeller, ROW on river and from sidewalk on north side east to A1A	.533 Acre	16-C	0	\$ <u>504.00</u>

City of Ormond Beach

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MOWING - AREA 1 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Grandview - SE corner at Rockefeller and north of 503	.037 Acre	16-C	0	\$ <u>252.00</u>
14	Wild Olive - Intersection of Wild Olive and Ormond	.025 Acre	16-C	0	\$ <u>252.00</u>
15	Ormond Shore - Wild Olive west to Pinewood (south)	.029 Acre	16-C	0	\$ <u>252.00</u>
16	Northshore - A1A west to first drive past Pinewood	.101 Acre	16-C	0	\$ <u>252.00</u>
17	Pinewood - Riverbeach south to Northshore around corner	.079 Acre	16-C	0	\$ <u>252.00</u>
18	Palmetto - Marvin north to Benjamin including easement between houses at Palmetto and Benjamin	.099 Acre	16-C	0	\$ <u>252.00</u>
19	Milsap & Marvin - From A1A west including ROW and in front of Marvin Cemetery	.113 Acre	16-C	0	\$ <u>252.00</u>
20	Harvard - Just west of Bennigan's on north side	.025 Acre	16-C	0	\$ <u>252.00</u>

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MOWING - AREA 2

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	John Anderson Drive, - Granada to Halifax AVOID 422 S, Halifax	.855 Acre	16-C	0	\$ <u>830.00</u>
2	Sandcastle - SE corner & south side to church lot	.112 Acre	16-C	0	\$ <u>252.00</u>
3	Banyan Drive - ROW at Banyan & Halifax	.679 Acre	16-C	0	\$ <u>710.00</u>
4	Ellicott - At A1A and around wall South side	.03 Acre	16-C	0	\$ <u>252.00</u>
5	Standish - South side east of N. Halifax	.131 Acre	16-C	0	\$ <u>252.00</u>
6	Dianne Drive - East end sides and island	.131 Acre	16-C	0	\$ <u>252.00</u>
7	Amsden - South side west of A1A	.014 Acre	16-C	0	\$ <u>252.00</u>
8	North Halifax - From Banyan Court south to Granada	.117 Acre	16-C	0	\$ <u>252.00</u>
9	Neptune - A1A west to golf course	.029 Acre	16-C	0	\$ <u>252.00</u>
10	Royal Palm - South side west of N. Halifax	.023 Acre	16-C	0	\$ <u>252.00</u>

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MOWING - AREA 3

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Beach St. - Tomoka Ave. south to Division	.04 Acre	16-C	0	\$ <u>252.00</u>
2	S. Ridgewood	.97 Acre	16-C	0	\$ <u>1,140.00</u>
3	Tomoka St. - Beach St. west to US1	.155 Acre	16-C	0	\$ <u>252.00</u>
4	Corbin St. - S. Ridgewood west to US1	.109 Acre	16-C	0	\$ <u>252.00</u>
5	Grove St. - Tomoka south to Ellsworth & 1 ROW on Ellsworth	.179 Acre	16-C	0	\$ <u>252.00</u>
6	Arbor Triangles - One near Beach St. - One near S. Ridgewood	.064 Acre	16-C	0	\$ <u>252.00</u>
7	N. Ridgewood from Lincoln to SR40 south to Division	.01 Acre	16-C	0	\$ <u>252.00</u>
8	Midway - Washington west to US1	.112 Acre	16-C	0	\$ <u>252.00</u>
9	Live Oak - S. Ridgewood west to US1	.074 Acre	16-C	0	\$ <u>252.00</u>
10	Central - ROW just east of Grove west to US1 including easement between S. Ridgewood and Washington	.307 Acre	16-C	0	\$ <u>383.00</u>
11	Mound - Beach St. west to US1	.157 Acre	16-C	0	\$ <u>252.00</u>

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MOWING - AREA 3 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
12	Fairview - S. Ridgewood west to US1	.29 Acre	16-C	0	\$ <u>252.00</u>
13	Roosevelt - ROW only at Fairview	.017 Acre	16-C	0	\$ <u>252.00</u>
14	Division - Beach St. west to US1	.234 Acre	16-C	0	\$ <u>252.00</u>
15	Bostrom - Division south to Hand	.255 Acre	16-C	0	\$ <u>252.00</u>
16	Fred Gamble - Hand to Fleming west side	.121 Acre	16-C	0	\$ <u>252.00</u>
17	Fleming - S. Ridgewood west to railroad tracks	.083 Acre	16-C	0	\$ <u>252.00</u>
18	Alcazar - At Arroyo SE corner	.049 Acre	16-C	0	\$ <u>252.00</u>
19	Hand Ave. - S. Ridgewood west to US1	.17 Acre	16-C	0	\$ <u>252.00</u>
20	Hand Ave. - Lot behind duplex housing, mow area between wooded area on West side and duplex's back yards on east side.	.21 Acre	16-C	0	\$ <u>383.00</u>

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MOWING - AREA 4

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	N. Yonge St. - Hernandez north to Sanchez	4.866 Acre	16-C	0	\$ <u>3,668.00</u>
2	N. Ridgewood - Granada north to Domicilio Ave.	2.267 Acre	16-C	0	\$ <u>2,156.00</u>
3	New Britain - Washington east to Beach St.	.054 Acre	16-C	0	\$ <u>252.00</u>
4	Lincoln - US1 east to Beach St.	.128 Acre	16-C	0	\$ <u>252.00</u>
5	Rosewood - Yonge east to Beach St. including Rosewood at Yonge bus stop	.07 Acre	16-C	0	\$ <u>252.00</u>
6	Kenilworth - US1 east to Beach St. cut back to red wall at NE corner of Kenilworth & Yonge	.151 Acre	16-C	0	\$ <u>252.00</u>
7	Wilmette - US1 east to Beach St.	.156 Acre	16-C	0	\$ <u>252.00</u>
8	Melrose - N. Ridgewood east to Beach St. including in front of 65 Melrose.	.091 Acre	16-C	0	\$ <u>252.00</u>
9	Greenwood - NW corner at N. Ridgewood	.043 Acre	16-C	0	\$ <u>252.00</u>
10	Warwick - East of 23 near Beach St. - SE at corner Yonge	.049 Acre	16-C	0	\$ <u>252.00</u>

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MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Putnam - N. Ridgewood west. Also NW corner at Yonge to end of road	.14 Acre	16-C	0	\$ <u>252.00</u>
12	Cumberland - NW corner at Yonge then west of #140 and south sides / north side at bus stop near Beach St.	.061 Acre	16-C	0	\$ <u>252.00</u>
13	Sanchez - From Sanchez Park to Beach St., also west of 26	.198 Acre	16-C	0	\$ <u>252.00</u>
14	Andrews - Sanchez south to Putnam and SW corner at Putnam using pole as guide to define ROW	.184 Acre	16-C	0	\$ <u>252.00</u>
15	Domicilio - Beach St. west to rock including easement behind rocks	1.32 Acre	16-C	0	\$ <u>1,148.00</u>
16	Northbrook - between Parkside - Parkwood south side	.667 Acre	16-C	0	\$ <u>504.00</u>
17	Sycamore Cir. - West across from #10 east of #55	.075 Acre	16-C	0	\$ <u>252.00</u>
18	Poplar Dr. - Across from 1502 north of 1515 and around Acacia, north of 1523 northside of Poplar Ct. between 1560-1564	.099 Acre	16-C	0	\$ <u>252.00</u>
19	Box Elder - One section of ROW	.002 Acre	16-C	0	\$ <u>252.00</u>

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MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Oak Forest - North of 1201, north-south of 1403 east of 1541	0.61 Acre	16-C	0	\$ <u>504.00</u>
21	N. Beach St. - From Rosewood to Inglesia	1.21 Acre	16-C	0	\$ <u>1,148.00</u>

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MOWING - AREA 5

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Perrott Dr. - Granada south to Tomoka	.29 Acre	16-C	0	\$ <u>392.00</u>
2	Tomoka - From Perrot Dr. west to US1	.04 Acre	16-C	0	\$ <u>252.00</u>
3	Midway - From US1 west to end	.022 Acre	16-C	0	\$ <u>252.00</u>
4	Madison - From US1 west to end	.061 Acre	16-C	0	\$ <u>252.00</u>
5	Jefferson - From US1 west to end	.054 Acre	16-C	0	\$ <u>252.00</u>
6	Oleander - From US1 west to end	.081 Acre	16-C	0	\$ <u>252.00</u>
7	Willow - From US1 west to end	.058 Acre	16-C	0	\$ <u>252.00</u>
8	Palm Place - From US1 west to end	.129 Acre	16-C	0	\$ <u>252.00</u>
9	Washington Place - From US1 west to end	.045 Acre	16-C	0	\$ <u>252.00</u>
10	Railroad St. - Water Plant south to Division	.121 Acre	16-C	0	\$ <u>252.00</u>
11	Division St. - From US1 west to Orchard	.026 Acre	16-C	0	\$ <u>252.00</u>
12	Coolidge - Division south to Hand	.37 Acre	16-C	0	\$ <u>392.00</u>

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MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Andalusia - Division south to end, including crossing Hand	.282 Acre	16-C	0	\$ <u>392.00</u>
14	Parque - Division south to end, including crossing Hand	.309 Acre	16-C	0	\$ <u>392.00</u>
15	Center St. - From Hand south to City limit	.221 Acre	16-C	0	\$ <u>252.00</u>
16	Harbour Lights - Hand south to Fleming	.502 Acre	16-C	0	\$ <u>504.00</u>
17	Fleming - Charleston Square west to Nova	.69 Acre	16-C	0	\$ <u>504.00</u>
18	Aston Circle - Undeveloped ROWs	.112 Acre	16-C	0	\$ <u>252.00</u>
19	Park Ridge Subdivision (south of Central Park) - all undeveloped ROWs	.632 Acre	16-C	0	\$ <u>504.00</u>
20	Orchard - Hand Ave. north to Granada	.186 Acre	16-C	0	\$ <u>252.00</u>
21	Tomoka - From railroad tracks west to Granada	.783 Acre	16-C	0	\$ <u>504.00</u>
22	Mary St. & Malaga northeast corner	.183 Acre	16-C	0	\$ <u>252.00</u>
23	Sandy Oaks to 301 between 512 - 516, 519 - 523	.05 Acre	16-C	0	\$ <u>252.00</u>

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MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
24	Hammock Lane - Orchard west to Old Kings Rd. including well field on south side	.576 Acre	16-C	0	\$ <u>504.00</u>
25	Hand Ave. - West of US1 to Nova Rd. including Woodgate Ct.	1.04 Acre	16-C	0	\$ <u>1,008.00</u>
26	Old Tomoka - Off of West 40, both sides	.327 Acre	16-C	0	\$ <u>392.00</u>
27	Mayfield Terrace - East side only	.509 Acre	16-C	0	\$ <u>504.00</u>
28	Magnolia & Midway off of SR40 including ROWs on Magnolia	.118 Acre	16-C	0	\$ <u>252.00</u>
29	Old Kings Rd. - Nova south to Division	1.479 Acre	16-C	0	\$ <u>1008.00</u>
30	Division - From Nova east to Center St.	1.23 Acre	16-C	0	\$ <u>1008.00</u>
	SOUTH SIDE				
31	Arroyo Parkway - 610 east to Center St. - 524 to Orchard - 426 to Santa Fe - 809 west to Nova Rd.	0.165 Acre	16-C	0	\$ <u>252.00</u>
NORTH SIDE					
32	Arroyo Parkway - Center St. west to 603	0.064 Acre	16-C	0	\$ <u>252.00</u>

City of Ormond Beach

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MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
	NORTH SIDE (CONTINUED)				\$ <u>252.00</u>
33	Tennessee Dr.	0.038 Acre	16-C	0	\$ <u>252.00</u>
34	Santa Anna - 631 to 619 Arroyo Pkwy. (phone boxes)	0.014 Acre	16-C	0	\$ <u>252.00</u>
35	Garden Lane (east side) 707 to 721	0.022 Acre	16-C	0	\$ <u>252.00</u>
36	Garden Lane (west side) to Calle Grande	0.071 Acre	16-C	0	\$ <u>252.00</u>
37	Orchard Ave. (east side) 749 - 739	0.031 Acre	16-C	0	\$ <u>252.00</u>
38	Orchard Ave. (west side) Arroyo Pkwy. to 712	0.033 Acre	16-C	0	\$ <u>252.00</u>
39	Sante Fe (east side) Calle Grande to 764, 745 to 717, 718 to Arroyo Pkwy., 615 to dead end	0.227 Acre	16-C	0	\$ <u>252.00</u>
40	Woodland Blvd. (south side) across the street	0.017 Acre	16-C	0	\$ <u>252.00</u>
41	Woodland Blvd. (north side) entrance to #4, Sugarberry Cir. to #54	0.192 Acre	16-C	0	\$ <u>252.00</u>
42	Sandpiper Cir., Woodland Blvd. to #37	0.021 Acre	16-C	0	\$ <u>252.00</u>

City of Ormond Beach

Grounds Maintenance Services

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MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIAN	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
	NORTH SIDE (CONTINUED)				
43	Military Blvd. between Fernway Dr., Gallaten also southeast corner up to 1290 Fernway between 314 and 382	0.067 Acre	16-C	0	\$ <u>252.00</u>
44	Scottsdale, cul-de-sac between Military and woods	0.096 Acre	16-C	0	\$ <u>252.00</u>
45	Moreland Blvd., Nova (west) to Forest Hills Blvd.	0.289 Acre	16-C	0	\$ <u>252.00</u>
46	Forest Hills Blvd. vacant lot at Vanderville (east side) near corner	0.20 Acre	16-C	0	\$ <u>252.00</u>

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Grounds Maintenance Services

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MOWING - AREA 6A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Lincoln - Orchard east to US1	.78 Acre	16-C	0	\$ <u>504.00</u>
2	Thompson Creek - Lincoln south to Granada	.166 Acre	16-C	0	\$ <u>252.00</u>
3	Ford St. - From Lincoln north to end	.059 Acre	16-C	0	\$ <u>252.00</u>
4	White St. - Lincoln south to Granada	.20 Acre	16-C	0	\$ <u>252.00</u>
5	Orchard - From Granada to Wasterwater Plant	.976 Acre	16-C	0	\$ <u>756.00</u>
6	Sterthaus - Orchard west to hospital area	1.21 Acre	16-C	0	\$ <u>1,208.00</u>
7	Center St. - Sterthaus north to Wilmette	2.27 Acre	16-C	0	\$ <u>1,712.00</u>
8	Wilmette - US1 to Willow Pond	.485 Acre	16-C	0	\$ <u>504.00</u>
9	Lakebridge - Wilmette south to Shadow Lake	.124 Acre	16-C	0	\$ <u>252.00</u>
10	Memorial Circle - West side up to hospital	.038 Acre	16-C	0	\$ <u>252.00</u>

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MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Tomoka Oaks (inside) a. North of 35 N. St. Andrews b. North of 61 N. St. Andrews c. Across from 75 N. St. Andrews d. Bay Hill - N. St. Andrews Corner e. Across from Tomoka View & N. St. Andrews f. Eagle Court - Across from #14 g. Sherwood Dr. off Eagle Dr. between #7 & #11 Riverbluff Dr., across from Lauren Court (west from 124 Riverbluff south around corner onto Lajolla Court and south of 124 on west side)	.319 Acre	1 6-C	0	\$ <u>252.00</u>
12	Hidden Hills at SR40 south to lift station	.448 Acre	16-C	0	\$ <u>504.00</u>
13	Old Tomoka from Hidden Hills to SR40	.182 Acre	16-C	0	\$ <u>252.00</u>
14	Sandpiper Lane next #45 mailbox	.009 Acre	16-C	0	\$ <u>252.00</u>
15	Hidden Hills Dr. - All undeveloped areas of ROWs	.224 Acre	16-C	0	\$ <u>252.00</u>
16	Raintree Lane by #15 only	.01 Acre	16-C	0	\$ <u>252.00</u>
17	Spanish Oak Lane	.11 Acre	16-C	0	\$ <u>252.00</u>
18	Golden Oak Lane	.026 Acre	16-C	0	\$ <u>252.00</u>
19	Heritage Cir. - Undeveloped lots only	.337 Acre	16-C	0	\$ <u>252.00</u>

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Bid No. 2012-10

MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Sagebrush and South Forty Trail - SW corner and ROW going west on Sagebrush	.084 Acre	16-C	0	\$ <u>252.00</u>
21	Clyde Morris Blvd. - South Forty Trail south to the Falls - west side	.473 Acre	16-C	0	\$ <u>504.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

MOWING - AREA 6B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Airport Rd. - Sides and medians from US1 to last median (Bear Creek)	3.39 Acre	16-C	0	\$ <u>1,368.00</u>
2	Hull Rd. - US1 to inside complex where dirt road begins.	2.01 Acre	29-B	0	\$ <u>2,352.00</u>
3	Airport Business Park , Sunshine Blvd., Aviator Way, Signal Ave., East & West Tower Circle	11.39 Acre	16-C	0	\$ <u>4,596.00</u>
4	Airport - Mow all turf areas in airport around runways & fairways	15.76 Acre	16-C	0	\$ <u>5,292.00</u>
5	Nova Rd. Landfill - Mow all turf	24.1 Acre	16-C	0	\$ <u>8,100.00</u>
6	Airport Rd. west of Tymber Creek to Fire Station #94	8.65 Acre	16-C	0	\$ <u>4,120.00</u>
7	Pineland Trail from Ormond Green Blvd. to City limit sign	7.73 Acre	16-C	0	\$ <u>3,220.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

MOWING - AREA 7A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	A1A North Sides - Granada north to Plaza Dr.	3.02 Acre	29-B	0	\$ <u>5,095.00</u>
2	A1A South Sides - Granada south to City limit sign	2.4 Acre	39-A	0	\$ <u>4,908.00</u>
3	US1 North - Granada to Melrose	.509 Acre	16-C	0	\$ <u>504.00</u>
4	US1 South - Sides Granada to City limits Arragon	2.2 Acre	16-C	0	\$ <u>1,512.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

MOWING - AREA 7B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Granada Blvd. - Orchard west to Nova	0.35 Acre	29-B	0	\$ <u>912.00</u>
2	SR40 - West of Nova to I-95 overpass	1.11 Acre	16-C	0	\$ <u>1,403.00</u>
3	South Nova Rd. - Granada south to Golf	0.01 Acre	29-B	0	\$ <u>456.00</u>
4	North Nova Rd. - Granada north to US1	0.19 Acre	29-B	0	\$ <u>456.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

Right-of-Way Mowing Services for State Roads

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	U.S. 1 R.O.W. - Start east side, North of Melrose Ave. to curve at I-95 interchange	6.1	11-D	0	\$ <u>1,536.00</u>
2	U.S. 1 R.O.W. - Start west side at I-95 interchange, to Wilmette Ave.	6.2	11-D	0	\$ <u>1,560.00</u>
3	S. R. 40 R.O.W. - West (N. & S. sides) from I-95 interchange to Buckskin Ln.	12	11-D	0	\$ <u>2,772.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

CURB EDGING

ITEM #	SITE NAME	MILES	# OF EDGINGS	# OF IRRIG. ZONES	TOTAL COST
1	SR40 - Orchard west to Nova Rd. - Curblin for medians & sides of road	4.6	3	0	\$ <u>456.00</u>
2	SR40 - Nova Rd. west to I-95 - Curblin for medians & sides of road	7.1	3	0	\$ <u>708.00</u>
3	US1 - Dix south to City limits - sides of road curblin	3.4	3	0	\$ <u>336.00</u>
4	A1A - Just north of Granada Blvd. south to City limits - Curblin for medians & sides of road - 5 miles	5	3	0	\$ <u>504.00</u>
5	Vining Ct. & Coquina Ct. - Corner of Vining Ct. & Coquina down to Lucky Dr. - all curbs in that area	.2	3	0	\$ <u>74.00</u>
6	Thompson Creek - Lincoln south to Granada Blvd. - Curblin on sides of road	.1	3	0	\$ <u>59.00</u>
7	Old Kings Rd. - Granada Blvd. south to Division - Curblin on sides of road	1.4	3	0	\$ <u>144.00</u>
8	Airport Business Park - Entire Park curblin on sides of road	2.6	3	0	\$ <u>264.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GUARD RAILS

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	D.O.T. US1 / SR40				\$ _____
1	North of Melrose on east side	309	3	0	\$ <u>72.00</u>
2	North of Melrose on east side	150	3	0	\$ <u>36.00</u>
3	South side of bridge at Tomoka River	385	3	0	\$ <u>96.00</u>
4	North side of bridge at Tomoka River	795	3	0	\$ <u>192.00</u>
	SR40				
1	Tomoka River Bridge - west past I-95 overpass, all 4 sides	308	3	0	\$ <u>72.00</u>
2	West of Tymber Creek	894	3	0	\$ <u>228.00</u>
3	West of Tymber Creek - south side only	328	3	0	\$ <u>84.00</u>
	IN CITY				
1	Hand Ave. - east of Nova Rd. on north side	27	3	0	\$ <u>58.00</u>
2	Airport Rd.. - west of US1, north and south side	283	3	0	\$ <u>72.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

GUARD RAILS (Continued)

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	IN CITY (CONTINUED)				
3	Sterthaus Dr. - west of Orchard - cement rail both sides	20	3	0	\$ <u>58.00</u>

BLOWING ONLY

See Attached Central Park Trails Map

ITEM #	SITE NAME	Feet	# OF BLOWINGS	# OF IRRIG. ZONES	TOTAL COST
1	Central Park -- Division to Hammock Trails	1,320 LF	3	0	\$ <u>65.00</u>
2	Central Park -- Division to Dead End Trail	300 LF	3	0	\$ <u>48.00</u>
3	Central Park -- Hand & Division Parking Lots	10,000 SF	3	0	\$ <u>240.00</u>
4	Central Park -- Hand to Division and Lime Rock Trail (3 segments)	3,400 LF	3	0	\$ <u>144.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

Part 1 - Base Bid Schedule

Item No.	Description	Location	Unit	Total Estimated Price
1.	Ground Maintenance & Mowing Services	Zone 1	LS	\$ 36,676.00
		Zone 2	LS	\$ 81,471.00
		Zone 3	LS	\$ 255,509.00
		Zone 4	LS	\$ 176,594.00
2.	Mowing & Maintenance Services	Area 1	LS	\$ 6,454.00
		Area 2	LS	\$ 3,556.00
		Area 3	LS	\$ 6,190.00
		Area 4	LS	\$ 12,908.00
		Area 5	LS	\$ 16,072.00
		Area 6A	LS	\$ 9,220.00
		Area 6B	LS	\$ 29,048.00
		Area 7A	LS	\$ 12,019.00
		Area 7B	LS	\$ 3,227.00
3.	Right of Way Mowing & Maintenance Services	State Roads	LS	\$ 5,868.00
4.	Curb Edging	City Wide	LS	\$ 2,545.00
5.	Guardrails	City Wide	LS	\$ 968.00
6.	Blowing	Central Park	LS	\$ 497.00
7.	Annuals (4" pots) Furnish, Delivered and Installed	City Wide (7,500 x 4 times)	LS	\$ 41,400.00
8.	Mulch Top-Dressing City Wide Furnish, Delivered and Installed	3,000 Cubic Yards Unit Price \$ 35.00		\$ 105,000.00
9.	Playground Safe Mulch Furnish, Delivered and Installed	300 Cubic Yards Unit Price \$ 40.00CY		\$ 12,000.00
10.	Balanced Fertilizer Trees, Shrubs and Groundcover Furnish, Delivered and Installed	80,000 lbs Unit Price \$.61 lbs		\$ 48,800.00
TOTAL PART 1 (BASE BID)				\$ 866,022.00 (Figures)

Eight hundred sixty-six thousand, twenty-two dollars and zero cents

(Words)

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

Part 2 – Additive Alternate – Amount to be added to the total Base Bid .

Item No.	Description	Location	Quant.	Unit Price	Total Estimated Price
1A.	Date Palm Pruning - Spring (Remove dead fronds & seed pods)	City Wide	220	\$ <u>15.00</u> EA	\$ <u>3,300.00</u>
2A.	Date Palm Pruning - Fall (Remove dead fronds & seed pods)	City Wide	220	\$ <u>15.00</u> EA	\$ <u>3,300.00</u>
3A.	Mexican Fan Palm Pruning (Remove dead fronds & seed pods)	City Wide	80	\$ <u>20.00</u> EA	\$ <u>1,600.00</u>
4A.	Cabbage Palm Pruning (Remove dead fronds & seed pods)	City Wide	500	\$ <u>15.00</u> EA	\$ <u>7,500.00</u>
5A.	Monthly Irrigation Zone Testing (Monthly Wet Testing and Adjustments)	City Wide	7,380 615 x 12 months 7,380 zones per year	\$ <u>10.00</u> EA	\$ <u>73,800.00</u>
6A.	Irrigation Repairs - Labor (Beginning at Point of Connection to Nozzles including Controller)	City Wide	4,000hrs	\$ <u>30.00</u> Hr.	\$ <u>120,000.00</u>
7A.	Irrigation Repairs - Materials (Beginning at Point of Connection to Nozzles including Controller)	City Wide	\$15,000 X <u>12.5</u> %		\$ <u>1,875.00</u>

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ [X] 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.
- ☒ [X] 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.
- ☒ [X] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Austin Outdoor, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

William M Dellecker

NAME (PRINT OR TYPE)

President

TITLE

4/23/2012

DATE

Litigation Information



Austin Outdoor, LLC v. 2008-CA- Bella Harbor, LLC and 000970 VCI Construction, LLC	Flagler County, FL Circuit Court	Austin had a subcontract with VCI Construction to provide landscaping under a contract between VCI and Bella Harbor, owner of the condominium project. VCI and Bella Harbor have common ownership. Austin has not been paid \$119,297.80 of the contract amount. Austin has filed suit to foreclose its construction lien.	\$ 119,297.80	Chimento & Guntharp, P.A.
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City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

CITY OF ORMOND BEACH, FLORIDA**DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: 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 the 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.

Austin Outdoor

Company Name

Authorized Signature

William M Dellecker

Print Name

President

Title

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: 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 the 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:

- 7) 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.
- 8) 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.
- 9) 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).
- 10) 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.
- 11) 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.
- 12) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Austin Outdoor

Company Name

Authorized Signature

William M Dellecker

Print Name

President

Title

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.

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 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.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- 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: _____
(Authorized Signature)

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 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

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

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*

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

	\$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.

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 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.

VIII. TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

City of Ormond Beach

Grounds Maintenance Services

Bid No. 2012-10

City of Ormond Beach

REGISTRATION 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.

END OF BID

**Amendment to Contract
No. 1-2015**

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Austin Outdoor, LLC
PO Box 849
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$ 1,225,693.66 to \$ 1,262,340.66

Original Contract Price: \$1,092,387.00

Adjustments prior to this amendment: \$133,306.66

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Red Maple ROW	\$ 456.00
Hull Road ROW	\$ 252.00
Clyde Morris Median, ROW	\$ 1,068.00
Plaza Grande Median	\$ 1,649.00
Magic Forest Playground – ADA mulch	\$ 7,200.00
Granada Medians I-95 West	
Mowing	\$14,676.00
Detailing	\$ 3,612.00
Additional Services – Reclinata pruning	\$ 6,252.00
Cardinal Beach Approach – landscape detail	<u>\$ 1,482.00</u>

Total Amendment to Contract **\$36,647.00**

Contract Price with all adjustments: \$1,262,340.66

CITY OF ORMOND BEACH

RECOMMENDED:

By:

Robert Carolin
Robert Carolin
Leisure Services Director

APPROVED:

Ed Kelley
Ed Kelley
Mayor

APPROVED:

Austin Outdoor, LLC
Austin Outdoor, LLC

ATTEST:

Joyce A. Shanahan
Joyce A. Shanahan
City Manager

President
Title

William M. Dellecker
Printed Name

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES is made and entered into by and between the **City of Ormond Beach, Florida** (hereinafter referred to as "City"), and **Austin Outdoor, LLC d/b/a Yellowstone Landscape**, (hereinafter referred to as "Contractor") for the purposes stated herein, as follows:

WHEREAS, the City and Austin Outdoor, LLC are parties to an Agreement for grounds maintenance services having an effective date of October 1, 2012, and

WHEREAS, the City and Austin Outdoor, LLC desire to amend the subject Agreement for the limited purpose of acknowledging the new corporate name under which the Contractor will provide grounds maintenance services for the City; now therefore,

1. The introductory paragraph of that certain Agreement between the City and Austin Outdoor, LLC is hereby amended to read as follows:

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC d/b/a Yellowstone Landscape**, 3235 North State Street, Bunnell, FL 32110 ("Contractor"), and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

2. All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by the undersigned officials as of the date listed below.

DATED: Nov. 17, 2015.

CITY OF ORMOND BEACH, FLORIDA

BY: Ed Kelley
Ed Kelley, Mayor

ATTEST: Joyce Shanahan
Joyce A. Shanahan, City Manager

DATED: _____, 2015.

AUSTIN OUTDOOR, LLC
d/b/a YELLOWSTONE LANDSCAPE

BY: William M. Gabelman
Name: William M. Gabelman
Title: Exec. VP

ATTEST: _____
Name: _____
Title: _____

**Amendment to Contract
No. 1-2016**

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Yellowstone Landscape
PO Box 846
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$ 1,287,678.00 to \$ 1,426,733.20

Original Contract Price: \$1,092,387.00

Adjustments prior to this amendment: \$ 195,291.00

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

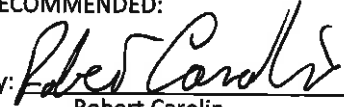
Water Dept. Well Site Maintenance	\$ 6,930.00
Wilmette Ave. Tree Maint. (44 new trees)	\$ 1,360.00
Nova Community Park Sidewalks (Edge, Blow)	\$ 1,404.00
Airport Runways/Taxiways Herbicide May/Oct.	\$ 13,280.00
I-95 & US1 Interchange & Medians from Wilmette to 2 nd Traffic Light North of I-95	\$ 59,950.00
Granada Medians I-95 West (Mow, Detail, Mulch)	\$ 13,872.00
140 Downtown Medjools 2016 – 2 Prunings/year	\$ 11,900.00
I95 Interchange Annuals – Quarterly Rotation	\$ 4,471.20
Nova Skate Park 60yds ADA Mulch Annually	\$ 2,400.00
Marvin Cemetery Increase Service Level to 29B from 16C	\$ 312.00
Environmental Discovery Center Grounds Maintenance	\$ 23,176.00

Total Amendment to Contract \$139,055.20

Contract Price with all adjustments: \$1,426,733.20

CITY OF ORMOND BEACH

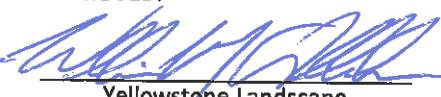
RECOMMENDED:

By: 
Robert Carolin
Leisure Services Director

APPROVED:


Ed Kelley
Mayor

APPROVED:


Yellowstone Landscape

ATTEST:


Joyce A. Shanahan
City Manager


Title


Printed Name

**Amendment to Contract
No. 1-2017**

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Yellowstone Landscape
PO Box 846
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$ 1,441,000.53 to \$ 1,450,096.03

Original Contract Price: \$1,092,387.00

Adjustments prior to this amendment: \$ 348,613.53

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Renovated Hospital Gardens increase service levels to 29B from 16C	\$ 931.50
Lincoln Parking Lot	\$ 1,885.00
Lincoln Park	\$ 4,524.00
Water Dept. Oak Forest Lift Station	\$ 1,131.00
Hernandez ROW outfall extension	\$ 624.00

Total Amendment to Contract \$ 9,095.50

Contract Price with all adjustments: \$1,450,096.03

CITY OF ORMOND BEACH

RECOMMENDED:

By: Robert Carolin
Robert Carolin
Leisure Services Director

APPROVED:

Bill Partington
Bill Partington
Mayor

APPROVED:

Al Lalonde
Yellowstone Landscape

ATTEST:

Loyce A. Shanahan
Loyce A. Shanahan
City Manager

VICE PRESIDENT
Title

AL LALONDE
Printed Name



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: Kelly McGuire, Finance Director

Date: June 1, 2021

Subject: Budget Status Report January-March 2021

Commission Goal: Governance - Other

Introduction

This item provides the City Commission with a budget update for the second quarter of Fiscal Year 2021.

Background

In order to keep the City Commission informed of budget and financial issues in a comprehensive and timely manner, staff provides to the Commission the budget status of various funds on a regular basis. The purpose of the report is to identify any significant variances from the adopted budget and the identification of adverse trends and their implications for the current and future years' budgets.

Discussion

The attached report includes a "budget vs. actual" comparison for major revenue sources and expenses by department. In order to provide the timeliest updates, staff will provide the budget updates on a monthly basis beginning with the April 2021 report, which is part of this meeting's agenda.

Recommendation

It is recommended that the City Commission accept the budget status report as presented and approve the report as part of the consent portion of the agenda.

Attachments:

- 2020-21 Financial Status Report 2nd Quarter (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 5/25/2021
Claire Whitley, Assistant City Manager 5/26/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 5/26/2021



Financial Status Report January 2021- March 2021 2nd Quarter FY 2020-21

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

Economic Indicators

National Economy:

Economic indicators are useful for evaluating the environment within which the City operates. The Consumer Price Index (CPI), a widely used indicator of inflation prepared by the U.S. Bureau of Labor Statistics increased from a year ago (March 2020 to March 2021) by 2.61%.

Local Economy:

According to the U.S. Bureau of Labor Statistics, unemployment for the Deltona-Daytona Beach-Ormond Beach was 5.1% as of March 2021, as compared to 5.9% in March 2020.

The area's labor force as of March 2021 was 302,966 with an estimated 15,531 people locally unemployed.

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$12.8 million and is based on the taxable value (\$3.9 billion) and the General Fund operating millage (3.4168). Actuals to date are \$11.91 million or 92.9% of the budgeted amount. Collections to date are greater than the same period last year due to the increase in taxable value which results in higher tax revenue.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$1.81 million.

Financial Status Report:
2nd Quarter FY 2020-21

Communication Taxes – Communication service taxes through March 2021 are \$527,838. Payments are received in arrears with the first payment typically occurring in January 2020.

Business Tax –Business tax collections amounted to \$48,261 during the first half of the fiscal year. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through March 2021 are \$1.29 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. For the first half of the year, the City received a total of \$1.66 million in this category. ***Sales tax collections are consistent with the prior year and show no loss for the second quarter; Revenue Sharing is down by 5% for the year (\$56,000 loss). The budget was prepared to allow for a 30% reduction in this revenue category over the prior year.***

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$392,751 in this category during the first six months of the fiscal year.

Leisure Services fees collected to date are \$120,000. Programming continues to be negatively impacted by the COVID pandemic but are expected to improve slightly during the last six months of the fiscal year.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$23,035. The amount to date is lower than what was collected during this same period last fiscal year.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$533,331.

Transfers In –Transfers have been recorded in the amount of \$2.2 million.

Financial Status Report:
2nd Quarter FY 2020-21
General Fund Revenues - January 2021

	Final	YTD	\$	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2020-21</u>	<u>Variance</u>	<u>Budget</u>	<u>FY 2019-20</u>	<u>Variance</u>	<u>Variance</u>
Property Tax	\$ 12,820,332	\$ 11,397,654	\$ 1,422,678	88.9%	\$ 10,834,330	\$ 563,324	5.20%
Utility Taxes	4,038,000	1,142,187	2,895,813	28.3%	1,100,716	41,471	3.77%
Communication Tax							
Receipts	1,650,000	267,159	1,382,841	16.2%	266,270	889	0.33%
Business Tax	287,700	37,695	250,005	13.1%	37,838	(143)	-0.38%
Licenses, Permits & Fees	4,058,250	673,608	3,384,642	16.6%	685,021	(11,413)	-1.67%
Intergovernmental	2,834,500	1,018,656	1,815,844	35.9%	1,061,662	(43,006)	-4.05%
Charges for Services	752,400	237,455	514,945	31.6%	277,221	(39,766)	-14.34%
Fines & Forfeitures	80,000	13,444	66,556	16.8%	26,265	(12,821)	-48.81%
Miscellaneous Revenues	2,819,810	396,188	2,423,622	14.1%	445,790	(49,603)	-11.13%
Transfers In	4,467,723	1,489,240	2,978,483	33.3%	1,463,496	25,744	1.76%
Use of Fund Balance	1,320,000	-	1,320,000	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 16,673,285	\$ 18,455,430	47.5%	\$ 16,198,609	\$ 474,676	2.93%

General Fund Revenues - February 2021

	Final	YTD	\$	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2020-21</u>	<u>Variance</u>	<u>Budget</u>	<u>FY 2019-20</u>	<u>Variance</u>	<u>Variance</u>
Property Tax	\$ 12,820,332	\$ 11,664,603	\$ 1,155,729	91.0%	\$ 11,275,071	\$ 389,532	3.45%
Utility Taxes	4,038,000	1,455,606	2,582,394	36.0%	1,397,898	57,708	4.13%
Communication Tax							
Receipts	1,650,000	397,221	1,252,779	24.1%	389,407	7,815	2.01%
Business Tax	287,700	42,848	244,852	14.9%	43,987	(1,139)	-2.59%
Licenses, Permits & Fees	4,058,250	983,038	3,075,212	24.2%	995,360	(12,322)	-1.24%
Intergovernmental	2,834,500	1,350,263	1,484,237	47.6%	1,405,994	(55,731)	-3.96%
Charges for Services	752,400	277,542	474,858	36.9%	369,276	(91,734)	-24.84%
Fines & Forfeitures	80,000	18,616	61,384	23.3%	32,237	(13,621)	-42.25%
Miscellaneous Revenues	2,819,810	525,887	2,293,923	18.6%	582,769	(56,882)	-9.76%
Transfers In	4,467,723	1,861,550	2,606,173	41.7%	1,829,370	32,180	1.76%
Use of Fund Balance	1,320,000	-	1,320,000	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 18,577,176	\$ 16,551,539	52.9%	\$ 18,321,370	\$ 255,806	1.40%

**Financial Status Report:
2nd Quarter FY 2020-21**
General Fund Revenues - March 2021

	Final <u>Budget</u>	YTD <u>FY 2020-21</u>	\$ <u>Variance</u>	% of <u>Budget</u>	YTD <u>FY 2019-20</u>	\$ <u>Variance</u>	% <u>Variance</u>
Property Tax	\$ 12,820,332	\$ 11,908,416	\$ 911,916	92.9%	\$ 11,547,641	\$ 360,776	3.12%
Utility Taxes	4,038,000	1,810,955	2,227,045	44.8%	1,705,823	105,132	6.16%
Communication Tax							
Receipts	1,650,000	527,838	1,122,162	32.0%	528,805	(967)	-0.18%
Business Tax	287,700	48,261	239,439	16.8%	47,459	802	1.69%
Licenses, Permits & Fees	4,058,250	1,298,517	2,759,733	32.0%	1,273,657	24,860	1.95%
Intergovernmental	2,834,500	1,658,711	1,175,789	58.5%	1,717,301	(58,590)	-3.41%
Charges for Services	752,400	392,751	359,649	52.2%	384,563	8,188	2.13%
Fines & Forfeitures	80,000	23,035	56,965	28.8%	37,364	(14,330)	-38.35%
Miscellaneous Revenues	2,819,810	533,331	2,286,479	18.9%	593,439	(60,108)	-10.13%
Transfers In	4,467,723	2,233,860	2,233,863	50.0%	2,195,244	38,616	1.76%
Use of Fund Balance	1,320,000	-	1,320,000	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 20,435,675	\$ 14,693,040	58.2%	\$ 20,031,296	\$ 404,379	2.02%

General Fund Expenditures

Personal Services - This category includes wages and benefits paid by the City. Personal services accounts for \$24.1 million of the General Fund gross budget. Expenditures through the second quarter were \$11.8 million or 49.1% of the budget amount.

Operating Expenditures - This category includes \$9.5 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through March 2021, \$3.9 million has been spent to date.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$245,685 which includes \$155,000 of economic development incentives. Of note the \$155,000 includes entities such as; Security First and Future Foods. \$48,223 has been expended through March 2021.

Transfers Out – The budget for transfers from the General Fund to other funds is \$1.3 million with of \$653,490 made during the first half of the fiscal year.

Financial Status Report:

2nd Quarter FY 2020-21

General Fund Expenditures - January 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
City Commission	\$ 402,974	\$ 122,872	\$ 280,102	30.5%	\$ 127,410	\$ (4,539)	-3.56%
City Administration	635,867	217,654	418,213	34.2%	210,161	7,493	3.57%
Support Services	374,524	133,772	240,752	35.7%	117,321	16,451	14.02%
City Attorney	769,676	270,239	499,437	35.1%	268,108	2,131	0.79%
Legislation & Policy	2,183,041	744,537	1,438,504	34.1%	723,000	21,536	2.98%
Finance	936,611	331,552	605,059	35.4%	288,502	43,050	14.92%
Information Technology	995,710	242,732	752,978	24.4%	276,954	(34,222)	-12.36%
Human Resources	398,439	135,138	263,301	33.9%	155,968	(20,830)	-13.36%
Planning	652,419	202,075	450,344	31.0%	180,587	21,489	11.90%
Building Inspections	1,077,529	367,313	710,216	34.1%	353,446	13,867	3.92%
Police Administration	803,089	238,133	564,956	29.7%	252,251	(14,117)	-5.60%
Police Operations	6,055,862	2,026,027	4,029,835	33.5%	2,177,576	(151,550)	-6.96%
Community Outreach	526,160	145,374	380,786	27.6%	187,241	(41,867)	-22.36%
Criminal Investigations	1,254,432	447,423	807,009	35.7%	431,188	16,234	3.76%
Community Services	386,435	117,837	268,598	30.5%	128,987	(11,150)	-8.64%
Records	166,447	42,420	124,027	25.5%	48,328	(5,908)	-12.22%
Neighborhood Impr.	436,575	125,172	311,403	28.7%	135,942	(10,769)	-7.92%
Police	9,629,000	3,142,386	6,486,614	32.6%	3,361,513	(219,126)	-6.52%
Fire	6,351,305	2,254,811	4,096,494	35.5%	2,131,645	123,166	5.78%
Streets	2,037,494	662,591	1,374,903	32.5%	654,306	8,285	1.27%
Engineering	1,192,244	329,555	862,689	27.6%	367,485	(37,930)	-10.32%
Fleet	1,233,777	373,807	859,970	30.3%	414,575	(40,768)	-9.83%
Public Works	4,463,515	1,365,953	3,097,562	30.6%	1,436,367	(70,414)	-4.90%
Economic Development	390,128	115,360	274,768	29.6%	100,549	14,811	14.73%
Building Maintenance	778,446	254,665	523,781	32.7%	293,473	(38,809)	-13.22%
Administration	694,742	213,642	481,100	30.8%	246,231	(32,589)	-13.24%
Nova Recreation	326,843	88,341	238,502	27.0%	91,539	(3,197)	-3.49%
S. Ormond Neigh. Center	272,173	75,544	196,629	27.8%	73,445	2,098	2.86%
Gymnastics	-	3,090	(3,090)	0.0%	43,122	(40,032)	-92.83%
Athletic Fields Mnt.	1,407,479	434,324	973,155	30.9%	444,548	(10,224)	-2.30%
Parks	2,177,602	581,241	1,596,361	26.7%	558,198	23,043	4.13%
Environmental Learning	160,814	40,861	119,953	25.4%	29,278	11,583	39.56%
The Casement	268,779	92,398	176,381	34.4%	95,491	(3,093)	-3.24%
Performing Arts Center	268,580	70,944	197,636	26.4%	178,969	(108,025)	-60.36%
Senior Center	94,157	20,777	73,380	22.1%	33,827	(13,049)	-38.58%
Community Events	202,910	51,213	151,697	25.2%	53,701	(2,488)	-4.63%
Leisure Services	6,652,525	1,927,040	4,725,485	29.0%	2,141,821	(214,780)	-10.03%
Grants & Aid*	91,528	27,832	63,696	30.4%	7,440	20,392	274.08%
Transfers	1,306,965	435,660	871,305	33.3%	523,660	(88,000)	-16.80%
Vacancy Savings/Contingency	-	-	-	0.0%	-	-	0.00%
Total	\$ 35,128,715	\$ 11,292,389	\$ 23,836,326	32.1%	\$ 11,681,452	\$ (389,062)	-3.33%

*Does not include Economic Development Incentives

Financial Status Report:

2nd Quarter FY 2020-21

General Fund Expenditures - February 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
City Commission	\$ 402,974	\$ 146,309	\$ 256,665	36.3%	\$ 152,012	\$ (5,703)	-3.75%
City Administration	635,867	273,992	361,875	43.1%	259,360	14,632	5.64%
Support Services	374,524	161,050	213,474	43.0%	140,018	21,032	15.02%
City Attorney	769,676	331,171	438,505	43.0%	323,340	7,831	2.42%
Legislation & Policy	2,183,041	912,522	1,270,519	41.8%	874,731	37,791	4.32%
Finance	936,611	402,832	533,779	43.0%	352,360	50,472	14.32%
Information Technology	995,710	338,213	657,497	34.0%	326,153	12,060	3.70%
Human Resources	398,439	166,708	231,731	41.8%	179,777	(13,069)	-7.27%
Planning	652,419	265,735	386,684	40.7%	224,922	40,812	18.15%
Building Inspections	1,077,529	443,539	633,990	41.2%	431,043	12,496	2.90%
Police Administration	803,089	299,569	503,520	37.3%	307,250	(7,681)	-2.50%
Police Operations	6,055,862	2,485,829	3,570,033	41.0%	2,638,266	(152,437)	-5.78%
Community Outreach	526,160	176,177	349,983	33.5%	226,169	(49,992)	-22.10%
Criminal Investigations	1,254,432	545,005	709,427	43.4%	518,598	26,406	5.09%
Community Services	386,435	142,575	243,860	36.9%	155,697	(13,122)	-8.43%
Records	166,447	51,059	115,388	30.7%	61,106	(10,046)	-16.44%
Neighborhood Impr.	436,575	151,231	285,344	34.6%	166,908	(15,676)	-9.39%
Police	9,629,000	3,851,445	5,777,555	40.0%	4,073,994	(222,549)	-5.46%
Fire	6,351,305	2,780,315	3,570,990	43.8%	2,628,189	152,127	5.79%
Streets	2,037,494	830,786	1,206,708	40.8%	801,177	29,609	3.70%
Engineering	1,192,244	404,949	787,295	34.0%	434,503	(29,554)	-6.80%
Fleet	1,233,777	500,999	732,778	40.6%	526,936	(25,937)	-4.92%
Public Works	4,463,515	1,736,734	2,726,781	38.9%	1,762,616	(25,882)	-1.47%
Economic Development	390,128	126,570	263,558	32.4%	120,921	5,649	4.67%
Building Maintenance	778,446	313,938	464,508	40.3%	344,249	(30,311)	-8.80%
Administration	694,742	280,862	413,880	40.4%	287,783	(6,921)	-2.41%
Nova Recreation	326,843	110,118	216,725	33.7%	110,827	(708)	-0.64%
S. Ormond Neigh. Center	272,173	93,900	178,273	34.5%	89,179	4,721	5.29%
Gymnastics	-	4,057	(4,057)	0.0%	53,788	(49,731)	-92.46%
Athletic Fields Mnt.	1,407,479	536,239	871,240	38.1%	545,583	(9,344)	-1.71%
Parks	2,177,602	738,407	1,439,195	33.9%	734,058	4,349	0.59%
Environmental Learning	160,814	50,583	110,231	31.5%	37,957	12,626	33.26%
The Casement	268,779	113,392	155,387	42.2%	113,796	(404)	-0.35%
Performing Arts Center	268,580	87,098	181,482	32.4%	274,437	(187,339)	-68.26%
Senior Center	94,157	24,390	69,767	25.9%	36,799	(12,409)	-33.72%
Community Events	202,910	58,406	144,504	28.8%	64,217	(5,811)	-9.05%
Leisure Services	6,652,525	2,411,389	4,241,136	36.2%	2,692,672	(281,283)	-10.45%
Grants & Aid*	91,528	48,224	43,305	52.7%	7,440	40,784	548.17%
Transfers	1,306,965	544,575	762,390	41.7%	654,575	(110,000)	-16.80%
Vacancy Savings/Contingency	-	-	-	0.0%	-	-	0.00%
Total	\$ 35,128,715	\$ 14,028,800	\$ 21,099,915	39.9%	\$ 14,329,392	\$ (300,592)	-2.10%

*Does not include Economic Development Incentives

Financial Status Report:

2nd Quarter FY 2020-21

General Fund Expenditures - March 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
City Commission	\$ 402,974	\$ 167,962	\$ 235,012	41.7%	\$ 174,119	\$ (6,157)	-3.54%
City Administration	635,867	325,560	310,307	51.2%	306,184	19,376	6.33%
Support Services	374,524	191,666	182,858	51.2%	166,763	24,902	14.93%
City Attorney	769,676	391,238	378,438	50.8%	381,574	9,664	2.53%
Legislation & Policy	2,183,041	1,076,426	1,106,615	49.3%	1,028,640	47,786	4.65%
Finance	936,611	476,606	460,005	50.9%	415,879	60,727	14.60%
Information Technology	995,710	393,594	602,116	39.5%	372,900	20,694	5.55%
Human Resources	398,439	195,772	202,667	49.1%	206,404	(10,631)	-5.15%
Planning	652,419	318,765	333,654	48.9%	266,438	52,326	19.64%
Building Inspections	1,077,529	531,558	545,971	49.3%	514,986	16,572	3.22%
Police Administration	803,089	349,593	453,496	43.5%	368,707	(19,114)	-5.18%
Police Operations	6,055,862	2,902,277	3,153,585	47.9%	3,116,975	(214,698)	-6.89%
Community Outreach	526,160	206,228	319,932	39.2%	267,524	(61,295)	-22.91%
Criminal Investigations	1,254,432	645,635	608,797	51.5%	617,256	28,379	4.60%
Community Services	386,435	166,184	220,251	43.0%	180,341	(14,157)	-7.85%
Records	166,447	59,967	106,480	36.0%	73,421	(13,454)	-18.32%
Neighborhood Impr.	436,575	178,683	257,892	40.9%	196,727	(18,045)	-9.17%
Police	9,629,000	4,508,567	5,120,433	46.8%	4,820,951	(312,384)	-6.48%
Fire	6,351,305	3,279,325	3,071,980	51.6%	3,188,514	90,812	2.85%
Streets	2,037,494	921,499	1,115,995	45.2%	948,081	(26,582)	-2.80%
Engineering	1,192,244	481,093	711,151	40.4%	502,765	(21,672)	-4.31%
Fleet	1,233,777	607,593	626,184	49.2%	637,926	(30,333)	-4.75%
Public Works	4,463,515	2,010,185	2,453,330	45.0%	2,088,771	(78,586)	-3.76%
Economic Development	390,128	137,830	252,298	35.3%	146,151	(8,321)	-5.69%
Building Maintenance	778,446	355,349	423,097	45.6%	413,743	(58,394)	-14.11%
Administration	694,742	324,447	370,296	46.7%	346,224	(21,777)	-6.29%
Nova Recreation	326,843	131,307	195,536	40.2%	137,248	(5,940)	-4.33%
S. Ormond Neigh. Center	272,173	110,280	161,893	40.5%	107,945	2,335	2.16%
Gymnastics	-	4,365	(4,365)	0.0%	63,675	(59,310)	-93.14%
Athletic Fields Mnt.	1,407,479	628,760	778,719	44.7%	662,594	(33,834)	-5.11%
Parks	2,177,602	947,094	1,230,508	43.5%	956,688	(9,594)	-1.00%
Environmental Learning	160,814	60,420	100,394	37.6%	48,791	11,629	23.83%
The Casement	268,779	131,745	137,034	49.0%	135,859	(4,114)	-3.03%
Performing Arts Center	268,580	105,225	163,355	39.2%	302,230	(197,005)	-65.18%
Senior Center	94,157	25,411	68,746	27.0%	43,359	(17,948)	-41.39%
Community Events	202,910	66,547	136,363	32.8%	73,727	(7,180)	-9.74%
Leisure Services	6,652,525	2,890,949	3,761,576	43.5%	3,292,083	(401,133)	-12.18%
Grants & Aid*	91,528	48,224	43,305	52.7%	7,440	40,784	548.17%
Transfers	1,306,965	653,490	653,475	50.0%	785,490	(132,000)	-16.80%
Vacancy Savings/Contingency	-	-	-	0.0%	-	-	0.00%
Total	\$ 35,128,715	\$ 16,521,290	\$ 18,607,425	47.0%	\$ 17,134,646	\$ (613,355)	-3.58%

*Does not include Economic Development Incentives

Financial Status Report:
2nd Quarter FY 2020-21

Downtown Redevelopment Trust

Revenues –Revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$718,686. The City’s budgeted contribution is \$456,518.

Expenditures – A total of \$137,948 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - January 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	878,096	(159,410)	122.2%	692,836	185,260	26.7%
Miscellaneous	1,500	84	1,416	5.6%	-	84	0.0%
Transfers In	456,518	152,172	304,346	33.3%	147,860	4,312	2.9%
Use of Fund Balance	142,811	-	142,811	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 1,030,352	\$ 289,163	78.1%	\$ 840,696	\$ 189,656	22.56%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Planning	\$ 85,000	\$ 15,350	\$ 69,650	18.1%	\$ 30,350	\$ (15,000)	-49.4%
Public Works	751,415	362	751,053	0.0%	7,440	(7,078)	-95.1%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	183,100	45,775	137,325	25.0%	691,066	(645,291)	-93.4%
Contingency	100,000	-	100,000	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 61,487	\$ 1,258,028	4.7%	\$ 728,856	\$ (667,369)	-91.56%

Financial Status Report:

2nd Quarter FY 2020-21

Downtown Redevelopment Fund Revenues - February 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	878,096	(159,410)	122.2%	732,603	145,493	19.9%
Miscellaneous	1,500	125	1,375	8.3%	-	125	0.0%
Transfers In	456,518	190,215	266,303	41.7%	184,825	5,390	2.9%
Use of Fund Balance	142,811	-	142,811	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 1,068,436	\$ 251,079	81.0%	\$ 917,428	\$ 151,008	16.46%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Planning	\$ 85,000	\$ 30,350	\$ 54,650	35.7%	\$ 30,350	\$ -	0.0%
Public Works	751,415	407	751,008	0.1%	7,674	(7,267)	-94.7%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	183,100	122,689	60,411	67.0%	1,134,617	(1,011,928)	-89.2%
Contingency	100,000	-	100,000	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 153,446	\$ 1,166,069	11.6%	\$ 1,172,641	\$ (1,019,195)	-86.91%

Downtown Redevelopment Fund Revenues - March 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	878,096	(159,410)	122.2%	732,603	145,493	19.9%
Miscellaneous	1,500	125	1,375	8.3%	-	125	0.0%
Transfers In	456,518	228,258	228,260	50.0%	221,790	6,468	2.9%
Use of Fund Balance	142,811	-	142,811	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 1,106,479	\$ 213,036	83.9%	\$ 954,393	\$ 152,086	15.94%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Planning	\$ 85,000	\$ 45,350	\$ 39,650	53.4%	\$ 30,350	\$ 15,000	49.4%
Public Works	751,415	5,592	745,823	0.7%	8,191	(2,599)	-31.7%
Grants	200,000	50,000	150,000	25.0%	-	50,000	0.0%
Leisure Services	183,100	137,948	45,152	75.3%	1,177,505	(1,039,558)	-88.3%
Contingency	100,000	-	100,000	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 238,890	\$ 1,080,625	18.1%	\$ 1,216,046	\$ (977,156)	-80.36%

Financial Status Report: 2nd Quarter FY 2020-21

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.525 million with \$1.277 million received through March 2021.

Expenditures – The budget for stormwater maintenance is \$1.9 million with \$1.4 million spent to date. Transfers of \$106,044 have also been made year to date.

Stormwater Fund Revenues - January 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	851,339	1,673,661	33.7%	841,243	10,095	1.20%
Miscellaneous	6,000	235	5,765	3.9%	-	235	0.00%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 851,574	\$ 1,679,426	33.6%	\$ 841,243	\$ 10,330	1.23%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Maintenance	1,879,954	633,190	1,246,764	33.7%	993,507	(360,317)	-36.27%
Engineering Support	\$ 126,851	\$ -	\$ 126,851	0.0%	\$ -	\$ -	0.00%
Transfers Out	212,088	70,696	141,392	33.3%	74,490	(3,794)	-5.09%
Contingency	312,107	-	312,107	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 703,886	\$ 1,827,114	27.8%	\$ 1,067,997	\$ (364,111)	-34.09%

Financial Status Report:

2nd Quarter FY 2020-21

Stormwater Fund Revenues - February 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	1,064,055	1,460,945	42.1%	1,052,842	11,213	1.07%
Miscellaneous	6,000	341	5,659	5.7%	-	341	0.00%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 1,064,396	\$ 1,466,604	42.1%	\$ 1,052,842	\$ 11,555	1.10%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Maintenance	1,879,954	717,663	1,162,291	38.2%	1,138,211	(420,548)	-36.95%
Engineering Support	\$ 126,851	\$ -	\$ 126,851	0.0%	\$ -	\$ -	0.00%
Transfers Out	212,088	88,370	123,718	41.7%	93,675	(5,305)	-5.66%
Contingency	312,107	-	312,107	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 806,033	\$ 1,724,967	31.8%	\$ 1,231,886	\$ (425,853)	-34.57%

Stormwater Fund Revenues - March 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	1,277,220	1,247,780	50.6%	1,264,563	12,657	1.00%
Miscellaneous	6,000	341	5,659	5.7%	-	341	0.00%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 1,277,562	\$ 1,253,438	50.5%	\$ 1,264,563	\$ 12,998	1.03%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Maintenance	1,879,954	1,380,124	499,830	73.4%	1,273,197	106,928	8.40%
Engineering Support	\$ 126,851	\$ -	\$ 126,851	0.0%	\$ -	\$ -	0.00%
Transfers Out	212,088	106,044	106,044	50.0%	112,415	(6,371)	-5.67%
Contingency	312,107	-	312,107	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 1,486,168	\$ 1,044,832	58.7%	\$ 1,385,612	\$ 100,557	7.26%

Financial Status Report: 2nd Quarter FY 2020-21

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.1 million with \$9.84 million collected during the first six months of the year. The budget also includes \$429,919 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$10.3 million with \$5.1 million expended to date. The budget also includes \$12.63 million in transfers of which \$6.32 million have been made as of March 2021.

Water/Wastewater Fund Revenues - January 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,093,000	\$ 6,688,229	\$ 13,404,771	33.3%	\$ 6,963,958	\$ (275,730)	-3.96%
Miscellaneous	55,000	737	54,263	1.3%	179	557	310.55%
Transfers In	429,919	143,308	286,611	33.3%	171,016	(27,708)	-16.20%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,353,976	-	2,353,976	0.0%	-	-	0.00%
	<u>\$ 22,931,895</u>	<u>\$ 6,832,273</u>	<u>\$ 16,099,622</u>	<u>29.8%</u>	<u>\$ 7,135,154</u>	<u>\$ (302,881)</u>	<u>-4.24%</u>

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Utility Billing	\$ 1,663,677	\$ 603,459	\$ 1,060,218	36.3%	\$ 565,938	\$ 37,521	6.63%
Water Production	2,981,866	961,560	2,020,306	32.2%	950,232	11,328	1.19%
Water Distribution	1,283,776	394,239	889,537	30.7%	608,477	(214,237)	-35.21%
Wastewater Treatment	2,890,767	956,683	1,934,084	33.1%	898,779	57,904	6.44%
Wastewater Collection	1,474,484	510,691	963,793	34.6%	611,382	(100,691)	-16.47%
Transfers Out	12,637,325	4,212,444	8,424,881	33.3%	3,524,288	688,156	19.53%
	<u>\$ 22,931,895</u>	<u>\$ 7,639,076</u>	<u>\$ 15,292,819</u>	<u>33.3%</u>	<u>\$ 7,159,096</u>	<u>\$ 479,980</u>	<u>6.70%</u>

Financial Status Report:

2nd Quarter FY 2020-21

Water/Wastewater Fund Revenues - February 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,093,000	\$ 8,275,853	\$ 11,817,147	41.2%	\$ 8,660,120	\$ (384,268)	-4.44%
Miscellaneous	55,000	5,184	49,816	9.4%	179	5,004	2789.46%
Transfers In	429,919	179,135	250,784	41.7%	213,770	(34,635)	-16.20%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,353,976	-	2,353,976	0.0%	-	-	0.00%
	\$ 22,931,895	\$ 8,460,171	\$ 14,471,724	36.9%	\$ 8,874,070	\$ (413,898)	-4.66%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Utility Billing	\$ 1,663,677	\$ 854,388	\$ 809,289	51.4%	\$ 692,217	\$ 162,172	23.43%
Water Production	2,981,866	1,233,724	1,748,142	41.4%	1,156,234	77,491	6.70%
Water Distribution	1,283,776	496,804	786,972	38.7%	759,204	(262,400)	-34.56%
Wastewater Treatment	2,890,767	1,201,388	1,689,379	41.6%	1,128,340	73,048	6.47%
Wastewater Collection	1,474,484	608,861	865,623	41.3%	756,598	(147,737)	-19.53%
Transfers Out	12,637,325	5,265,555	7,371,770	41.7%	4,405,360	860,195	19.53%
	\$ 22,931,895	\$ 9,660,720	\$ 13,271,175	42.1%	\$ 8,897,953	\$ 762,767	8.57%

Water/Wastewater Fund Revenues - March 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,093,000	\$ 9,844,336	\$ 10,248,664	49.0%	\$ 10,334,324	\$ (489,988)	-4.74%
Miscellaneous	55,000	5,842	49,158	10.6%	179	5,663	3156.58%
Transfers In	429,919	214,962	214,957	50.0%	256,524	(41,562)	-16.20%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,353,976	-	2,353,976	0.0%	-	-	0.00%
	\$ 22,931,895	\$ 10,065,140	\$ 12,866,755	43.9%	\$ 10,591,027	\$ (525,887)	-4.97%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Utility Billing	\$ 1,663,677	\$ 931,825	\$ 731,852	56.0%	\$ 810,497	\$ 121,328	14.97%
Water Production	2,981,866	1,437,460	1,544,406	48.2%	1,362,670	74,789	5.49%
Water Distribution	1,283,776	598,503	685,273	46.6%	879,667	(281,164)	-31.96%
Wastewater Treatment	2,890,767	1,441,554	1,449,213	49.9%	1,363,458	78,096	5.73%
Wastewater Collection	1,474,484	687,380	787,104	46.6%	891,732	(204,352)	-22.92%
Transfers Out	12,637,325	6,318,666	6,318,659	50.0%	5,286,432	1,032,234	19.53%
	\$ 22,931,895	\$ 11,415,387	\$ 11,516,508	49.8%	\$ 10,594,456	\$ 820,932	7.75%

Financial Status Report: 2nd Quarter FY 2020-21

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$654,184 in franchise fees and \$3.83 million in user fees have been collected.

Expenditures – Personal, operating, capital expenses and transfers expended to date are \$3.97 million. This is in line with the same period last fiscal year.

Solid Waste Fund Revenues - January 2021

	Final	YTD	\$	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2020-21</u>	<u>Variance</u>	<u>Budget</u>	<u>FY 2019-20</u>	<u>Variance</u>	<u>Variance</u>
Franchise Fees	\$ 1,500,000	\$ 520,226	\$ 979,774	34.7%	\$ 393,524	\$ 126,702	32.20%
User Fees	7,410,000	2,550,004	\$ 4,859,996	34.4%	2,493,591	56,413	2.26%
Miscellaneous	1,000	114	\$ 886	11.4%	-	114	0.00%
Intergovernmental	-	-		0.0%	-		0.00%
Use of Fund Balance	159,267	-	\$ 159,267	0.0%	-	-	0.00%
	<u>\$ 9,070,267</u>	<u>\$ 3,070,345</u>	<u>\$ 5,999,922</u>	<u>33.9%</u>	<u>\$ 2,887,116</u>	<u>\$ 183,229</u>	<u>6.35%</u>

Solid Waste Fund Expenditures

	Final	YTD	\$	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2020-21</u>	<u>Variance</u>	<u>Budget</u>	<u>FY 2019-20</u>	<u>Variance</u>	<u>Variance</u>
Collection & Disposal	\$ 6,701,528	\$ 2,289,105	\$ 4,412,423	34.2%	\$ 1,668,663	\$ 620,442	37.18%
Recycling	1,113,572	380,624	732,948	34.2%	287,858	92,766	32.23%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,255,167	418,388	836,779	33.3%	437,864	(19,476)	-4.45%
Contingency	-	-	-	0.0%	-	-	0.00%
	<u>\$ 9,070,267</u>	<u>\$ 3,088,117</u>	<u>\$ 5,982,150</u>	<u>34.0%</u>	<u>\$ 2,394,385</u>	<u>\$ 693,732</u>	<u>28.97%</u>

Financial Status Report: 2nd Quarter FY 2020-21

Solid Waste Fund Revenues - February 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Franchise Fees	\$ 1,500,000	\$ 646,397	\$ 853,603	43.1%	\$ 654,863	\$ (8,466)	-1.29%
User Fees	7,410,000	3,188,750	\$ 4,221,250	43.0%	3,123,749	65,002	2.08%
Miscellaneous	1,000	53,751	\$ (52,751)	5375.1%	-	53,751	0.00%
Intergovernmental	-	41,422		0.0%	-		0.00%
Use of Fund Balance	159,267	-	\$ 159,267	0.0%	-	-	0.00%
	\$ 9,070,267	\$ 3,930,321	\$ 5,181,368	43.3%	\$ 3,778,612	\$ 110,287	2.92%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Collection & Disposal	\$ 6,701,528	\$ 2,855,160	\$ 3,846,368	42.6%	\$ 2,770,371	\$ 84,789	3.06%
Recycling	1,113,572	472,383	641,189	42.4%	464,952	7,432	1.60%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,255,167	522,985	732,182	41.7%	547,330	(24,345)	-4.45%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 9,070,267	\$ 3,850,529	\$ 5,219,738	42.5%	\$ 3,782,652	\$ 67,876	1.79%

Solid Waste Fund Revenues - March 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Franchise Fees	\$ 1,500,000	\$ 654,184	\$ 845,816	43.6%	\$ 657,608	\$ (3,424)	-0.52%
User Fees	7,410,000	3,828,377	\$ 3,581,623	51.7%	3,758,274	70,103	1.87%
Miscellaneous	1,000	53,751	\$ (52,751)	5375.1%	-	53,751	0.00%
Intergovernmental	-	41,422		0.0%	-		0.00%
Use of Fund Balance	159,267	-	\$ 159,267	0.0%	-	-	0.00%
	\$ 9,070,267	\$ 4,577,734	\$ 4,533,955	50.5%	\$ 4,415,882	\$ 120,430	2.73%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Collection & Disposal	\$ 6,701,528	\$ 2,868,879	\$ 3,832,649	42.8%	\$ 2,783,835	\$ 85,044	3.05%
Recycling	1,113,572	475,058	638,514	42.7%	468,039	7,019	1.50%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,255,167	627,582	627,585	50.0%	656,796	(29,214)	-4.45%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 9,070,267	\$ 3,971,519	\$ 5,098,748	43.8%	\$ 3,908,671	\$ 62,848	1.61%



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: Kelly McGuire, Finance Director

Date: June 1, 2021

Subject: FY 2021-22 Budget Calendar

Commission Goal: N/A

Introduction

This item sets forth the proposed budget calendar and process for the Five-Year Capital Improvement Program (CIP) and the FY 2021-22 Proposed Budget.

Discussion

City staff has begun to prepare the Five-Year Capital Improvement Program and FY 2021-20 Draft Budget. The following is the proposed budget calendar:

- Fri., June 18, 2021 Proposed CIP and Draft ***Budget documents provided to City Commission***
- [Tue., July 13, 2021 at 5:30 pm](#) Proposed CIP and Draft Budget Public ***Workshop*** with City Commission and Budget Advisory Board
- Tue., July 15, 2021 ***Updated Proposed Budget documents provided to City Commission***
- [Tue., July 20, 2021 at 5:30 pm](#) Proposed Budget Public ***Workshop*** with City Commission and Budget Advisory Board
- Tue., July 20, 2021 at 7:00 pm Regular City Commission ***meeting*** - set Tentative millage
- [Wed., Sep 8, 2021 at 7:00pm](#) ***First Public hearing*** to adopt millage rate/budget (Date is ***tentative***-cannot coincide with School Board or County budget hearings)

- **Wed. Sep., 22, 2021 at 7:00pm** **Second Public hearing** to adopt millage rate/budget (Date is **tentative**-cannot coincide with School Board or County budget hearings)

As in the past, the Budget Advisory Board will be asked to participate in the CIP/Draft Budget Workshop. The Budget Advisory Board will be reviewing the budget on June 23, 2021 and will make a recommendation to the City Commission.

Citizen Impact

The City provides multiple opportunities for citizens to be engaged in the budget process and provide input to the City Commission prior to budget adoption.

Recommendation

Staff recommends approval of the proposed budget calendar.

REVIEWED BY:


Kelly McGuire, Finance Director 5/26/2021


Claire Whitley, Assistant City Manager 5/26/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/27/2021



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: Joyce A. Shanahan, City Manager

Date: June 1, 2021

Subject: City Manager Status Report - May 2021

Commission Goal: Governance - Other

Introduction

This item provides the City Commission monthly information regarding City activities.

Background

In order to keep the City Commission informed on a variety of issues in a comprehensive and timely manner, staff provides this report regarding the status of city-wide activities. The purpose of the report is to highlight general information in the various areas of business such as financial, economic development, capital projects, planning and building activities.

Discussion

Reports

Please see the following reports attached to this memo:

1. Building Permit Activity April 2021
2. Capital Improvements Program (CIP) Status Report May 2021
3. Development Activity Report May 2021
4. Financial Status Report April 2021
5. Economic Development Report May 2021

Updates

1. Parks & Recreation Master Plan
 - Total responses from the electronic survey are approximately 550, with the closing date set for June 4, 2021. An ad was placed in The Ormond Beach Observer, promoting the survey online for one last push of responses before the survey closes. All responses from the survey are being collected until the end of June/beginning of July.

2. CIP Projects

MacDonald House

- A.M. Weigel Construction has completed work on the east & west walls. The south wall is awaiting siding for installation. The current work is estimated to be complete around mid-June, which will address three of the four sides of the building. City staff is working with the contractor to finalize a construction plan, and acquire estimated costs to address the north side of the building and to finalize work on the building exterior.

Florence Street On-street parking

- Asphalt, landscaping, and signage are complete. Temporary striping has been installed, with permanent thermoplastic striping to be installed within 2 weeks.

U.S. 1 Watermain and Forcemain Improvements

- Work on this project continues to progress, and is expected to be substantially complete in August. The contractor has made the physical interconnect with Holly Hill for reclaimed water, and is finishing work on the monitor and control system for this portion of the project (no change).

S.R. 40 Adaptive Traffic Signal Control

- Florida Department of Transportation's (FDOT) contractor has completed installation of all components of the devices and controls necessary for the adaptive traffic signal control project. This project coordinates the signals along Granada Boulevard between A1A and Tymber Creek. Currently, the system is set in its "collection" mode. During this period, data is collected to establish baseline conditions from which modifications are calculated and implemented. Once the system is switched to the "adaptive" mode, it will begin making decisions and modifications.

South Ormond Neighborhood Center Gym Expansion

- Bids were received this week for construction. City staff is finalizing contracts and will bring this contract for execution at the July 20, 2021 meeting.

Announcements

FDOT Workshop

Staff will need to change the August 4, 2021 Transportation Workshop to one of the following dates due to the availability of FDOT Staff:

- Wednesday, August 11, 2021 at 5:30 p.m.
- Tuesday, August 24, 2021 at 5:30 p.m.
- Wednesday, August 25, 2021 at 5:30 p.m.

Operating Budget Workshop

- Staff is proposing July 13, 2021 at 5:30 p.m. to review the draft CIP and operating budget, instead of Tuesday, July 6, 2021 at 5:30 p.m.

Parks and Recreation Masterplan Workshop

- August 17, 2021 at 5:30 p.m.
- January 18, 2022 at 5:30 p.m.

Recommendation

This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.

Attachments:

- Monthly Building Permit Activity April 2021(PDF)
- Monthly CIP Status Report May 2021 (PDF)
- Monthly Development Report 05 02 2021 (PDF)
- Monthly Financial Status Report April 2021 (PDF)
- EconDev Quarterly Update for Business Community May 2021(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/27/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/27/2021

Monthly Building Permit Summary

As if 10/1/2020 thru 4/30/2021

Total Building Permits Issued, including	<u>3,372</u>
• Commercial Alterations	57
• Commercial Buildings	7
• Commercial re-roof	19
• Driveways	75
• Electrical, Mechanical, Plumbing, (residential & commercial)	821
• Fences	268
• Generator/gas	71
• Mobile home set-up	25
• Multi-Family Homes	0
• New Residential Homes	84
• Other categories (all other permits not listed)	474
• Residential Remodel/Additions	74
• Residential re-roof	698
• Screen enclosure only	30
• Signs	41
• Special Events	34
• Swimming pool	65
• Utility connection only	42
• Windows and doors	487

CAPITAL IMPROVEMENT STATUS

	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	Const Complete
Construction										
N US1 WM/FM Impvmts	construction approx. 62% complete	Alex Schumann	Mead Hunt	Hazen Construction	\$ 3,570,000	\$ 2,673,200	1/18	8/20	9/20	62%
Granada Mid-Block Crossing	Shop drawings are pproved, long lead time materials are on order	Alex Schumann		Carter Electric		\$ 62,491		1/21		
Downtown Banner Pole	Long lead time materials are on order	Alex Schumann		Chinchor Electric		\$ 94,248		3/21		
MacDonald House Restoration	East & West walls complete. South wall awaiting siding installation.	George Lavatelli	Const Mgr	AM Weigel		\$ 448,650		12/20	1/20	65%
Florence St On-Street Parking	Asphalt, Landscaping, and signage complete. Temporary striping down, permanent thermoplastic striping in 2 weeks.	Alex Schumann	In-House	P&S Paving		\$ 62,649		1/21	4/21	95%
2021 Sewer Lining/Manhole Repair	Sewer lining complete, 16 of 18 manholes complete	Alex Schumann	In-House	APT, LLC	\$ 300,000	\$ 133,672		12/20		90%
Riviera Park Pedestrian Signals	County Use Permit Modification in process	Cara Culliver	In-House	Economy Electric	\$ 26,000	\$ 17,850			2/21	10%
Wilmette Stormwater Pump Station	Shop drawings are under review	Lynn Carter	McKim & Creed	JD Weber Construction		\$ 512,153		2/21		5%
WTP Sludge Residuals Facility Impvmts	Building improvements are complete. New centrif	Lynn Carter	McKim & Creed	SGS Contracting Svcs	\$ 1,200,000	\$ 1,048,700	4/16	8/19	7/20	85%
WRF Chlorine Contact Chamber Impvmts	Contracts are being executed	Alex Schumann	Mead Hunt	SGS Contracting Svcs		\$ 707,700		5/21		
Nova Comm Park Tennis Court Lighting	Long lead time materials are on order	Alex Schumann	Const Mgr	AM Weigel		\$ 195,385		5/21		
Bidding										
CDBG Fleming Playground	RFP approval to advertise on 6/1 CC Agenda	Cara Culliver	In-House		\$ 129,803					
2021 Road Resurfacing	Approval to advertise on 6/1 CC Agenda	Cole Buck	In-House		\$ 450,000					
SONC Gym	Bid Award Scheduled for 7/20 CC Mtg	Cole Buck								75%
Design										
Cassen Park Impvmts	Design in process	Alex Schumann			\$ 865,000					
Airport Business Park Drive Ph II	Design in process	Alex Schumann	Zev Cohen		\$ 2,055,000					
WM Replacement Ph 4-Mainland	Design in process	Cole Buck	Zev Cohen		\$ 250,000					
WM Replacement Ph 4-Peninsula	Survey is nearing completion.	Lynn Carter	McKim &		\$ 250,000					5%
Facility Hardening	Design in process	Cole Buck	DJDesign		\$ 1,000,000					
South Beach Street WM Replacement	Design in process	Lynn Carter	In-House							60%
Doug Thomas Way Extension	Design award on 6/1 CC Agenda	Alex Schumann	Upham		\$ 100,000					
WRF Upgrades	Design award on 6/1 CC Agenda	Lynn Carter	Mead Hunt		\$ 170,000					



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- ▲ Utility Provider Only

RESIDENTIAL PROJECTS

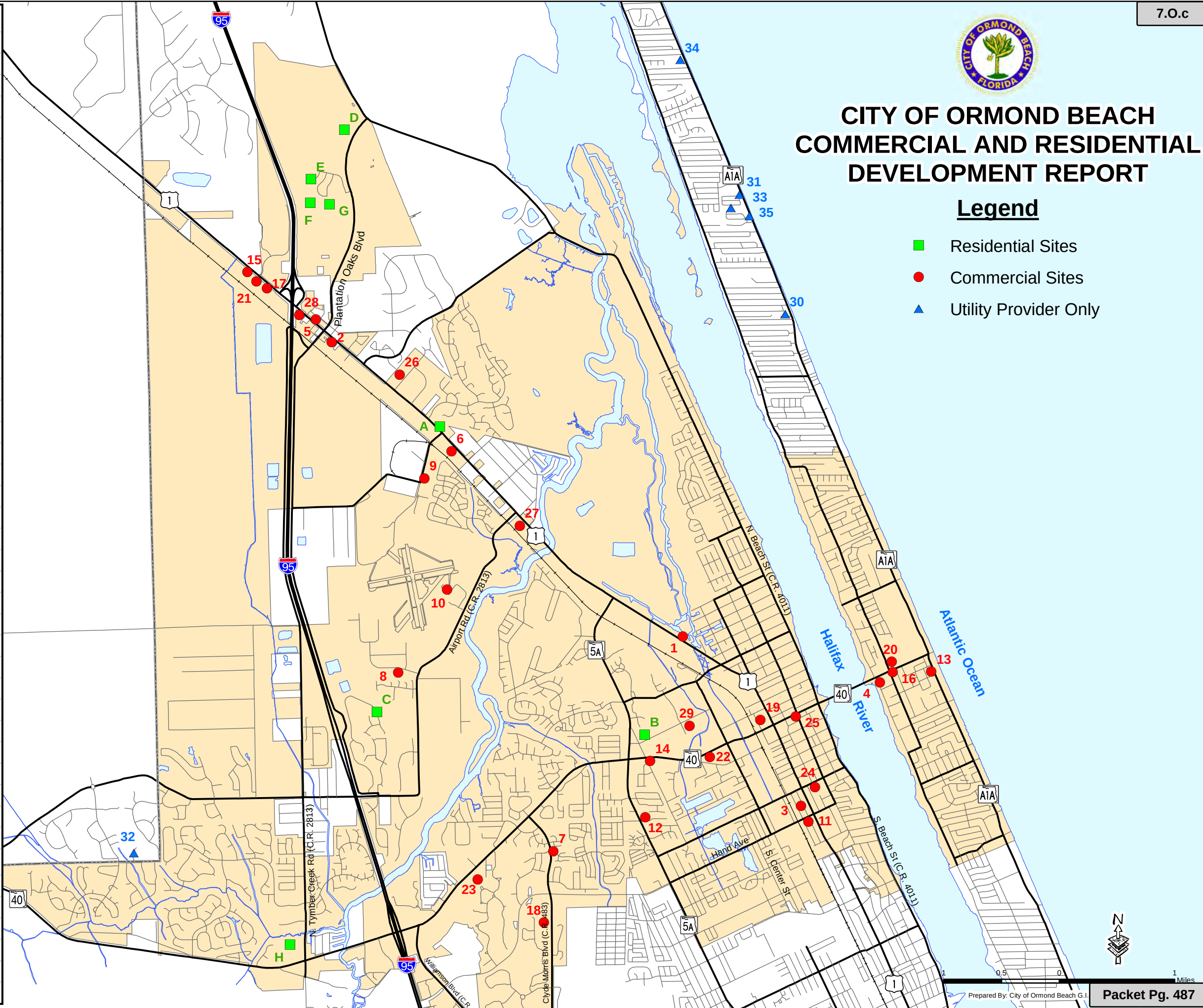
- | | |
|---|-------------------------------------|
| A | Ormond Grande |
| B | Ormond Renaissance Condominium Plat |
| C | Pineland Subdivision - Phase 4 & 5 |
| D | Plantation Oaks - 1A |
| E | Plantation Oaks - 2B |
| F | Plantation Oaks - 2C |
| G | Plantation Oaks - 2D |
| H | Tymber Creek Apartments |

COMMERCIAL PROJECTS

- | | |
|----|--|
| 1 | 783 North US Hwy 1 - Campana |
| 2 | ACE Hardware |
| 3 | Air One |
| 4 | Casements - Carriage House |
| 5 | Dunkin Donuts |
| 6 | Edgewell Loading Dock |
| 7 | Falls Guard House Modification |
| 8 | Germfree Driveway Addition |
| 9 | Hull Road RV and Boat Storage |
| 10 | KOMN Condominium Association INC |
| 11 | McNamara Warehouse |
| 12 | Nova Road Climate Controlled Storage |
| 13 | Ocean Club Ormond Beach |
| 14 | Ormond Central |
| 15 | Ormond Gateway |
| 16 | Ormond Memorial Art Musuem |
| 17 | Ormond Truck Wash |
| 18 | Paradise Point ALF |
| 19 | Perrott Depot |
| 20 | Publix Remodel |
| 21 | RaceTrac |
| 22 | Shoppes at Granada Pointe |
| 23 | Shoppes on Granada Phase 2 - Starbucks |
| 24 | SONC Gymnasium |
| 25 | The Pumphouse |
| 26 | Total Comfort |
| 27 | US 1 Business Park Amendment |
| 28 | Waffle House |
| 29 | YMCA - Phase 3 Improvements |

ORMOND BEACH - UTILITY PROVIDER ONLY

- | | |
|----|----------------------------|
| 30 | 101 Town and Country Lane |
| 31 | 2284 Ocean Shore Boulevard |
| 32 | Deerfield Trace |
| 33 | Ocean Village Townhomes |
| 34 | Seagate by the Shore |
| 35 | Verona Oceanside |



City of Ormond Beach Commercial Development Report, as of May 1, 2021

Applications, site plans, and public hearing documents may be viewed at the Planning Department website:

<http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc-tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	783 N US HWY 1, CAMPANA 783 N US HWY 1 SPRC# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	\$80,000	Issued 05.27.16	\$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana
2	ACE HARDWARE 1480 N. U.S. Highway 1 SPRC#2021-011	Construction of a two (2) story building of approximately 16,853 SF that proposes retail activity including a garden center (defined as outdoor activity) of 2,566 SF	11.12.20	12.07.20	02.24.21	04.01.21		Not applicable	03.11.21 Approved	04.20.21 (Approved) & 05.04.21	Pending									E = Newkirk Engineering, Inc. ARC = DJ Design, Inc. O = Gross Family Properties NG, LLC
3	AIR ONE 390 Andalusia Avenue SPRC 21-048	Construction of a 2,500 square foot storage/warehouse building on a 1.1 acre property.	04.07.21	04.28.21				Not applicable	Not applicable	Not applicable										E = Newkirk Engineering, Inc. O = Francis Family LLC
4	CASEMENTS - CARRIAGE HOUSE 25 Riverside Drive SPRC#19-124	Extension of the carriage house by 480 square feet and associated site work.	10.17.19	11.5.19				Not applicable	HLPB 11.18.19	Not applicable	11.20.19	Under Constr.		Issued 04.03.20	\$30,029	04.16.2020	Part of the building permit value	98%		E = Upham Inc. ARC = BPF Design Incorporated O = City of Ormond Beach
5	DUNKIN DONUTS 1535 North U.S. Highway 1 SPRC#19-002	Demolition of existing gas station (1,254 SF) and construction of a Dunkin Donuts coffee shop (2,013 SF) building with drive thru and associated site improvements.	11.26.18	12.11.18	04.05.19	05.09.19		Not applicable	Not applicable	Not applicable	05.22.19	Under Constr.		Issued 02.02.20	\$300,000	Issued 07.17.19	\$71,500	15%		E = Anderson-Dixon, LLC O = Afshari 1535 LLC
6	EDGEWELL LOADING DOCK 1190 North U.S. Highway 1 SPRC#19-037	Construct a loading dock expansion area of 1,764 SF to serve the south side of the Edgewell manufacturing plant.	02.09.19	02.26.19				Not applicable	Not applicable	Not applicable	05.25.19	05.25.21		Not applied	Not applied	Not applied	Not applied			E = Alann Engineering Group, Inc. O = Playtex Manufacturing, Inc. ATC - Gill Engineering Services, Inc.
6	EDGEWELL LOADING DOCK 1190 North U.S. Highway 1 SPRC#19-119	Construct a loading dock expansion area of 1,240 SF to serve the north side of the Edgewell manufacturing plant.	09.23.19	10.07.19				Not applicable	Not applicable	Not applicable	11.20.19 Revised 05.21.20	Under Constr.		Issued 06.11.20	\$271,000	Issued 04.30.20	\$57,850	95%		E = Alann Engineering Group, Inc. O = Playtex Manufacturing, Inc.
7	FALLS GUARD HOUSE MODIFICATION 1 Falls Way SPRC#21-064	Modification of the site's access to include a resident bypass lane and gated access.	04.30.21	05.13.21				Not applicable	Not applicable	Not applicable										E = Zev Cohen & Associates O = Mhm communities
8	GERMFREE DRIVEWAY ADDITION 4 Sunshine Boulevard SPRC#2021-013	Add new inbound driveway to existing facility. No new building square footage.	11.12.20	11.29.20				Not applicable	Not applicable	Not applicable	12.11.20	Under Constr.		Not applicable	Not applicable	Issued 12.6.20	\$62,694	85%		E = Mark Dowst & Associates, Inc. O = OBKEL LLC
9	HULL ROAD RV & BOAT STORAGE 835 Hull Road SPRC#2021-006	Proposed RV & Boat storage of 20 spaces and associated site improvements on a 0.78 acre parcel.	11.18.20	12.01.20				Not applicable	Not applicable	Not applicable	04.16.21	04.16.23		Not applied	Not applied	Not applicable	Not applicable			E = Newkirk Engineering, Inc. O = BMill Inc.
10	KOMN CONDOMINIUM ASSOCIATION INC 85 Hanger Way SPRC#21-014	Construction of two hangers. Lots 1 & 2 are 1.63 acres and propose a building of 15,720 SF. Lot 3 is 2.24 acres and propose a building of 23,520.	11.25.20	12.15.20				Not applicable	Not applicable	Not applicable	12.23.20	12.23.22		Not applied	Not applied	Issued 04.01.21	\$217,441.65	0%		E = Newkirk Engineering, Inc. APP = KOMN Condominium Association, Inc. O = City of Ormond Beach
11	McNAMARA WAREHOUSE 460 Andalusia Avenue SPRC #21-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	04/27.23		Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction
12	NOVA ROAD CLIMATE CONTROLLED STORAGE 263 South Nova Road SPRC#2019-109	Development of an indoor climate controlled storage facility on 3.11 acres. Building proposed at 780 storage units in a 94,921 SF building.	07.31.19	08.14.19	10.24.19	12.03.19	12.23.19	08.27.19 11.20.19	01.09.20	01.21.20 02.04.20	03.02.20	Under Constr.		Issued 11.17.20	\$5,977,267	Issued 07.15.2020	\$446,083	55%		O = MV Commercial Development, LLC E = Zev Cohen & Associates, Inc. ARC = BPF Design Incorporated
13	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue SPRC #2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF) and related site improvements.	01.15.19	01.31.19	06.06.19			06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved				Not applied	Not applied	Not applied	Not applied			E = The Performance Group O = 88 South Atlantic, LLC
14	ORMOND CENTRAL 1 South Old Kings Road SPRC#2015-072	Proposed 4 unit, 8.72 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recommended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Vested with demolition		Not applied	Not applied	Not applied	Not applied			O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.

Applications, site plans, and public hearing documents may be viewed at the Planning Department website:

<http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc-tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
15	ORMOND GATEWAY 1670 North U.S. Highway 1 SPRC#20-091	Development of a three lot commercial subdivision and associated site improvements.	09.11.20	10.06.20	12.16.20	02.01.20		Not applicable	01.14.21 Approved	2.16.21 Approved	03.01.21	03.01.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen and Associates O = Destination Interchange, LLC
15	ORMOND GATEWAY FINAL PLAT 1670 North U.S. Highway 1 SPRC#20-047	Development of a three lot commercial subdivision and associated site improvements.	04.22.21	Due 05.06.21				Not applicable	Not applicable	Required										E = Zev Cohen and Associates O = Destination Interchange, LLC
16	ORMOND MEMORIAL ART MUSEUM 78 East Granada Boulevard SPRC#20-008	Expansion of the existing footprint and related site improvements.	08.10.20	08.27.20	11.03.20			09.30.20	08.13.20 - Special Exception for signage	09.23.20 - Special Exception for signage	12.11.20	Under Constr.		Issued 12.29.20	\$3,074,000	Issued 12.29.20	\$76,296	25%		E = Parker Mynchenberg & Associates, Inc. O - City of Ormond Beach ARC - BPF Design
17	ORMOND TRUCK WASH 1644 North U.S. Highway 1 SPRC#2020-087	Proposed 17,428 SF truck wash and associated site improvements.	11.19.20	12.08.20				Not applicable	Not applicable	Not applicable										E = Almond Engineering O = AA Accurate Truck & Tire Repair
18	PARADISE POINT ALF 350 Clyde Morris Boulevard SPRC#2021-015	87 unit Assisted Living Facility (ALF) for 120 residents. Total SF of 73,952 on a 12.05 acre parcel.	11.20.20	12.15.20	04.27.21			02.11.21	Not applicable	Not applicable										E = Mark Dowst & Associates, Inc. APP = Paradise Pointe of Ormond Beach, LLC ARC = BPF Design, Inc.
19	PERROTT DEPOT 29 North Perrott Drive SPRC #21-029	Redevelopment of 1.86-acre site that has an existing 4,834 distribution/warehouse use to include 12,540 square feet of self-storage buildings.	01.12.21	02.02.21	03.19.21			02.17.21	Not applicable	Not applicable										E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
20	PUBLIX REMODEL 101 East Granada Boulevard SPRC# 21-001	Parking lot renovations and addition of a generator.	10.01.20	10.20.20				Not applicable	Not applicable	Not applicable	12.18.20	Under Constr.		Issued 11.03.20	\$3,000,000	Issued 01.15.21	\$295,000	60%		E = Germanna Engineering & Associates, LLC O = Publix Super Markets, Inc. ARC = Little Diversified Architectural Consulting
21	RACETRAC 1662 North U.S. Highway 1 SPRC #21-033	Construction of an 8,100 travel center with 20 fueling positions for passenger cars and 8 fueling positions for trucks on a 5.47 acre parcel and associated site improvements.	01.17.21	02.04.21				Not applicable	Not applicable	Not applicable										E = Traffic Engineering Data Solutions, Inc. O = RaceTrac Petroleum, Inc. ARC = brr Design Professionals
22	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard SPRC #19-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	12.14.21	12.14.22	Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
23	SHOPPES ON GRANADA, PH2 STARBUCKS 1246 West Granada Boulevard SPRC#18-124	Two unit building (1,400 SF and 2,400SF) with one unit having a drive-thru restaurant window and associated site improvements.	10.24.18	11.12.18	04.28.19	06.03.19		See Shoppes 06.05.17	Special Exception 06.13.19	Approved 07.30.19	06.24.20	Under Constr.		Issued 01.14.21	623,000	Issued 12.09.20	\$214,500	55%		E = Upham, Inc. O = 2017 Granada II Ormond LLC ARC = FWH Architects, Inc.
24	SONC GYMNASIUM 176 Division Avenue SPRC#2021-008	Construction of a gymnasium of 7,429 SF over existing outdoor basketball court.	11.11.20	11.24.20	01.26.21			Not applicable	Not applicable	Not applicable	02.21.21	02.21.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach ARC = DJ Design, Inc.
25	THE PUMPHOUSE 100 West Granada Boulevard SPRC #2018-088	Project purchased the abutting building at 100 West Granada Boulevard and proposes the restaurant at this location with 30 seats. The existing building at 100 West Granada Blvd. would remain.	07.09.18	07.24.18	04.25.19	06.17.19	Revision 09.17.20	Not applicable	08.09.18 Approved	09.19.18 Approved	08.05.19 revised 12.23.2019	Under Constr.		Issued 10.29.19	\$147,000	Issued 11.01.19	\$215,000	55%		E = Finley Engineering Solutions, Inc O = Highlander Corporation
26	TOTAL COMFORT 1345 North U.S. Highway 1 SPRC #18-080	A phased development. Phase 1 is an RV and Boat facility of 150 spaces. Phase 2 is two 15,370 SF building with associated site improvements. Total site is 11.47 acres.	09.19.19	10.08.19				Not applicable	Outdoor storage 04.11.19	Outdoor Storage Approved 05.21.19	Revision 09.21.20	Under Constr.		Issued 02.01.21 & 02.03.21	RV building = \$206,609 Office = \$1,608,639	Issued 07.31.19	\$1,529,684.52	55%		E = Parker Mynchenberg & Associates, Inc. App = Cameo Solutions, LLC ARC = BPF Design, Inc.
27	US 1 BUSINESS PARK AMENDMENT 1044 North U.S. Highway 1 SPRC#20-075	US 1 business park addition of warehouse and miniwarehouse. Building 1 is 7,810 SF and building 2 is 6,600 SF.	07.31.20	08.17.20	09.28.20			Not applicable	10.08.20	Approved 11.04.20 & 12.01.20	01.03.21	01.03.23		In review	\$430,000	Issued 04.07.21	\$250,879			E = Alann Engineering Group, Inc. O = Triple Three Development, Inc.

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc-tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
28	WAFFLE HOUSE 1570 North U.S. Highway 1 SPRC #21-031	. Remodel of the existing store to include parking lot repaving and additional landscape areas.	01.15.21	01.29.21	03.16.21			Not applicable	Not applicable	Not applicable	04.21.21	Under Constr.		Issued 03.08.21	\$450,000	Pending	\$72,968	0%		E = Contineo Group O = Waffle House
29	YMCA, PHASE 3 IMPROVEMENTS SPRC#2020-028 500 Sterthaus Drive	Addition of a 3,800 SF after school program building and playground and associated site improvements.	02.04.20	02.19.20				Not applicable	Not applicable	Not applicable	04.08.20	04.08.22		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen and Associates, Inc. ARC = BPF Design Incorporated O = Volusia Flagler Family YMCA

Ormond Beach is Utility Provider Only

30	101 TOWN & COUNTRY LANE 101 Town & Country Lane SPRC#2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	NA	NA	Utilities only Issued 09.11.2019	\$126,650	40%		E = Ultra Design Consultant, Inc.
31	2284 OCEAN SHORE BOULEVARD 2284 Ocean Shore Boulevard PZ-21-045	Septic to sewer connection	03.21.21	04.05.21				Outside City	Outside City	Outside City										E = Alann Engineering Group O = Steven Sahai
32	DEERFIELD TRACE Flagler County SPRC#2018-062	Provision of utilities to a Flagler County subdivision - 14 lots.	03.29.18	04.12.18	08.21.18	01.24.19		Outside City	Outside City	Outside City	06.06.19	Under constr.	NA	NA	NA	Utilities only issued 06.13.19	\$207,656.74	99%		O = Royal Lion's Gate LLC E = Parker Mynchenberg & Associates
33	OCEAN VILLAGE TOWNHOMES Starlight Drive (3227-00-02-0090) SPRC#20-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	07.17.22	NA	NA	NA	Not applied	Not applied			E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine
34	SEAGATE BY THE SHORE 2960 Ocean Shore Boulevard SPEC #20-042	30 lot subdivision in Volusia County. Ormond Beach would be the water provider.	03.17.20	04.03.20				Outside City	Outside City	Outside City			NA	NA	NA	Not applied	Not applied			O = Seagate Communities E = Alliant Engineering
35	VERONA OCEANSIDE SPRC #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	06.18.22	NA	NA	NA	Not applied	Not applied			O = MHK Of Volusia County E = Parker Mynchenberg & Associates

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of May 1, 2021

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	ORMOND GRANDE North US 1 - 1200 block SPRC#2019-096	Construct 3,600 SF industrial building and 60 lot residential townhome development.	07.09.19	07.30.19	09.01.20	10.20.20	12.15.20	09.03.20	10.08.20 Approved	12.01.20 & 12.15.20 Approved	01.11.21			Issued 01.12.21	\$783,109.00	55%	E = Parker Mynchenberg & Associates O = Ormond Grande, LLC
A	ORMOND GRANDE FINAL PLAT North US 1 - 1200 block SPRC#2019-096	Construct 3,600 SF industrial building and 60 lot residential townhome development.	12.21.20	01.18.21				09.03.20	Not Required	05.18.21 & 06.01.21							E = Parker Mynchenberg & Associates O = Ormond Grande, LLC
B	ORMOND RENAISSANCE CONDOMINIUM PLAT 875 Sterthaus Drive SPRC #2014-061	Condominium plat for the multi-family project.	07.14.20	07.29.20				Not Required	Required	Required							E = Parker Mynchenberg & Associates O = Ormond King Center, LLC
C	PINELAND, PHASES 4 & 5 252 Sunset Point Drive SPRC#15-084	Construction of 78 single family lots. Plan submitted seek to revise the original subdivision construction plans.	10.07.20	10.27.20				Completed	Approved	Approved	Approved 12.04.17 Updated 12.23.20			Issued 10.19.2020	\$3,590,910	45%	E = Zahn Engineering O = ForeStar
D	PLANTATION OAKS, 1A SPRC# 2020-029 I-95 and North US1	Development of 121 lots on 100.91 acres.	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21	CC 06.01.21							E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
E	PLANTATION OAKS, 2B SPRC# 2018-024 2389 Destrenan Drive	Utilities connection for subdivision development - 125 lots on 89.16 acres.	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	09.20.21	Issued 03.29.2021	\$2,390,520	0%	E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
F	PLANTATION OAKS, 2C SPRC# 2018-025 I-95 and North US1	Utilities connection for subdivision development - 121 lots on 63.12 acres.	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	See extension	09.20.21	Not applied	Not applied		E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
G	PLANTATION OAKS, 2D SPRC# 2018-026 I-95 and North US1	Utilities connection for subdivision development - 84 units on 27.32 acres.	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	See extension	09.20.21	Not applied	Not applied		E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
H	TYMBER CREEK APARTMENTS SPRC #2020-063 2011 West Granada Boulevard	300 unit multi-family development on 19.69 acres.	06.25.20	07.13.20	11.24.20	12.22.20		12.03.20	Required	Required							E = Newkirk Engineering O = J 10 Land Partners, LLLP & FOY Land Corp. APP = Tymber Creek Apartments, LLC

Planning public hearing items

File Number	Item	Description	Planning Board	City Commission	City Commission
City Commission items					
2021-011(A)	1480 North U.S. Highway 1, Ormond Ace Hardware, Amendment to the Official Zoning Map	This is a request from Gross Family Properties NG, LLC, property owner, for a zoning map amendment of the property at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development).	March 11, 2021	4/20/2021 Approved	May 4, 2021
			Approved		
			Vote: 6-0		
2021-011(B)	1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of development order	This is a request from Gross Family Properties NG, LLC, property owner, for the issuance of a development order to construct a two (2) story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) and associated site improvements on a 2.70 acre property.	March 11, 2021	4/20/2021 Approved	May 4, 2021
			Approved		
			Vote: 6-0		
NA	Universal Engineering Work Authorization, City Commission #2	This is a request for approval of a second work authorization, not to exceed \$30,000, for Universal Engineering Sciences, Inc. ("Universal") to provide additional resources for building inspections.	NA	May 18, 2021	NA
2019-096	Ormond Grande Final Plat	This is a request from Parker Mynchenberg, P.E., R.L.A, Manager of Ormond Grande, LLC, for final plat approval of 11.86+ acres for the Ormond Grande subdivision of 61 lots. The subdivision consists of a 1.90+ acre industrial parcel, an 8.2+ acre residential multi-family townhome unit, and the preservation of wetlands in a 1.7+ acre land area. The property is located at 1255 North U.S. Highway 1 and Volusia County parcel number 4206-00-00-0020.	NA	May 18, 2021	June 1, 2021
2021-019	Impact Fee study update - award of bid proposal to RFP	This is a request for the City Commission to accept a bid proposal to update the city's impact fees. It is recommended that the City Commission accept the bid proposal from Raftelis, in the amount of \$99,445 to perform the impact fee study update. The project has a 9 month timeframe with a conclusion scheduled in January 2022.	NA	May 18, 2021	NA
2021-058	101 East Granada Boulevard, Publix, Geometric Patterns	This is a request by Publix Super Markets, Inc. to allow geometric patterns for the north elevation of the building, as part of the renovation and re-painting of the building at 101 East Granada Boulevard.	NA	May 18, 2021	NA
2021-037	Traffic Signal Cabinet Wraps	This is a request for the City Commission to approve and execute a Community Aesthetic Feature (CAF) Agreement with the Florida Department of Transportation (FDOT) for the installation of 11 traffic signal and streetlight cabinet wraps	Not Required	To be determined	Not required
Note: City Commission items are the best information available as of April 1, 2021 and are subject to change . City Commission agendas are available at: https://ormondbeach.igmm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

File Number	Item	Description	Board of Adjustment and Appeals
		Board of Adjustment and Appeals - May 5, 2021	
2021-049	51 Sycamore Circle	This is a request for two (2) variances submitted by Salvatore Sammaro, the property owner, to allow construction of a screen enclosure over an existing swimming pool as follows: Variance #1 - Rear Yard Variance for Pool Enclosure: Section 2-50(y)(1)(c)(2) of the Land Development Code requires screen enclosures to be no closer than ten feet (10') from the rear property line. Due to the location of the existing swimming pool, a variance of eight feet (8') to the required rear yard setback of 10.0' is requested for a setback of two feet (2') and; Variance #2 - Side Yard Variance for Pool Enclosure: Section 2-50(y)(1)(d)(2) of the Land Development Code requires screen enclosures to be no closer than seven and one-half feet (7.5') from the required interior side yard property line. Due to the location of the existing swimming pool, a variance of five and one-half feet (5.5') to the required side yard setback of 7.5' is requested for a setback of two feet (2').	NA
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.			

Planning public hearing items

File Number	Item	Description			
Planning Board - May 13, 2021			Planning Board	City Commission	City Commission
2021-029	Plantation Oaks, Unit 1A, Preliminary Plat	This is a request from Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach I, LLC for a preliminary plat for Plantation Oaks of Ormond Beach – Phase 1A consisting of 121 single-family lots on 100.91 acres.	May 13, 2021	Tenatively 06.01.2021	NA
2021-057	Off-Road Recreational Vehicle Course Land Development Code Amendment	This is a request by Grant Zimmerman, property owner of 2225 Warden Trail, to consider amending Chapter 1, Article III, Section 1-22, Definitions of terms and words; Chapter 2, Article II, Section 2-09, REA, Rural Estate/Agriculture, paragraph E; and Chapter 2, Article IV, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off Road Recreational Vehicle Course as a Special Exception use in the REA, Rural Estate/Agriculture, zoning district.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
2021-051	Utility Line Extension, Land Development Code Amendment	This is an administrative request to amend Chapter 3 – Performance Standards, Article V.-Utility and Infrastructure Design Standards, Section 3-61. - Utility line extensions to require water and sewer lines be extended across the site frontage for new development where utility extensions are required.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
2021-052	Mobile Food Dispensing Vehicles (Food Trucks), Land Development Code Amendment	This is an administrative request to amend Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms and Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
2021-055	Car/Motorcycle Washes, Land Development Code Amendment	This is an administrative request to amend Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
2021-053	Downtown Overlay District, Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 2, Article VI.-Overlay Districts, Section 2-70, Downtown Overlay District, to update the section consistent with the 2019 Downtown Master Plan update.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
2021-050	Floodplain Management, Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 1, Article III, Section 1-22, Definitions of Terms and Words; and Chapter 3, Article II, Section 3-20 Floodplain Management and Protection; to update the current regulations for floodplain management consistent with the state model ordinance and include the new requirements of the 2021 Addendum to the CRS program effective January 1, 2021.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
2021-054	Special Structure Provisions (Motor vehicle service station canopies), Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 3, Article VI.-Architectural Design Standards, Section 3-70, Special structure provisions, to modify the requirements for motor vehicle service station canopies.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
2021-056	Sidewalks, Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 3 – Performance Standards, Article V.-Utility and Infrastructure Design Standards, Section 3-55, Bicycle and pedestrian ways, to (1) allow payment in lieu of constructing a sidewalk under certain conditions and (2) requiring sidewalks on both sides of the street in new subdivisions.	May 13, 2021	Tenatively 07.20.2021	Tenatively 08.04.2021 (Wednesday)
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					



Monthly Financial Status Report April 2021

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 58% benchmark is favorable, while expenses at or below the 58% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Original Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	35,128,715	23,119,696	66%	22,064,894	63%
104 - Community Redevelopment	1,319,515	1,144,584	87%	598,505	45%
106 - Ormond Crossing	232,533	201,592	87%	-	0%
107 - Stormwater	2,531,000	1,490,554	59%	2,324,566	92%
108 - Airport	864,137	229,027	27%	470,152	54%
109 - Local Law Enforcement Trust Fund	-	3,171	0%	46	0%
110 - Economic Development	2,055,000	34	0%	56,389	3%
115 - Recreation Facility Fee	41,600	12,732	31%	633	2%
116 - Grant	25,000	132,570	530%	91,407	366%
205 - Financing Debt Service	706,111	411,908	58%	236,963	34%
210 - Debt Service GOB 2003	116,208	113,807	98%	4,295	4%
211 - Debt Service 2005 CIP Note	156,000	91,000	58%	10,873	7%
220 - Debt Service GOB 2010	348,623	341,349	98%	52,940	15%
301 - General Capital Improvement	1,405,907	608,064	43%	1,006,607	72%
302 - General Equipment & Vehicle	452,363	438,031	97%	602,750	133%
308 - Transportation	2,287,088	1,212,569	53%	999,121	44%
310 - Recreation Impact Fee	125,000	119,420	96%	-	0%
316 - Local Roads Impact Fee	60,000	58,913	98%	-	0%
317 - Facilities Renewal & Replacement	502,317	491,981	98%	608,567	121%
318 - Stormwater Impact Fee	25,000	22,073	88%	-	0%
401 - Water/Wastewater Operating Fund	22,931,895	11,871,805	52%	15,096,412	66%
408 - Water/Wastewater E&V Fund	164,000	95,143	58%	372,498	227%
409 - Water/Wastewater Capital	4,807,000	2,835,049	59%	3,115,531	65%
414 - Water/Wastewater Consolidated Debt	5,220,000	3,045,000	58%	800,919	15%
434 - Water Impact Fee	2,384,175	394,623	17%	1,324,305	56%
435 - Wastewater Impact Fee	400,000	363,791	91%	1,391,619	348%
460 - Solid Waste	9,070,267	5,471,749	60%	5,409,229	60%
502 - Workers Compensation	1,159,612	743,846	64%	585,357	50%
504 - General Liability	1,183,853	711,050	60%	1,005,224	85%
Total	\$ 95,702,919	\$ 55,775,131	58%	\$ 58,229,802	61%

**Financial Status Report:
April 2021**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$12.8 million and is based on the taxable value (\$3.9 billion) and the General Fund operating millage (3.4168). Actuals to date are \$12.5 million or 97.8% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$2.14 million.

Communication Taxes – Communication service taxes through April 2021 are \$647,908. Payments are received in arrears with the first payment typically occurring in January 2021.

Business Tax –Business tax collections amounted to \$51,564 through April 2021. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through April 2021 are \$1.83 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through April 2021, the City received a total of \$1.96 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$526,977 in this category year to date.

Leisure Services fees collected to date are \$122,000. Programming continues to be negatively impacted by the COVID pandemic but are expected to improve slightly during remainder of the fiscal year.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$34,085. The amount to date is slightly lower than what was collected during this same period last fiscal year.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$769,352.

Transfers In –Transfers have been recorded in the amount of \$2.6 million.

Financial Status Report: April 2021

General Fund Revenues - April 2021

	Final	YTD	\$	% of	YTD	\$	%
	Budget	FY 2020-21	Variance	Budget	FY 2019-20	Variance	Variance
Property Tax	\$ 12,820,332	\$ 12,541,424	\$ 278,908	97.8%	\$ 11,749,834	\$ 791,591	6.74%
Utility Taxes	4,038,000	2,137,387	1,900,613	52.9%	2,011,436	125,951	6.26%
Communication Tax							
Receipts	1,650,000	647,908	1,002,092	39.3%	663,823	(15,914)	-2.40%
Business Tax	287,700	51,564	236,136	17.9%	52,266	(702)	-1.34%
Licenses, Permits & Fees	4,058,250	1,837,937	2,220,313	45.3%	1,548,924	289,012	18.66%
Intergovernmental	2,834,500	1,966,891	867,609	69.4%	2,036,065	(69,174)	-3.40%
Charges for Services	752,400	526,978	225,422	70.0%	480,389	46,589	9.70%
Fines & Forfeitures	80,000	34,085	45,915	42.6%	37,514	(3,429)	-9.14%
Miscellaneous Revenues	2,819,810	769,352	2,050,458	27.3%	932,975	(163,623)	-17.54%
Transfers In	4,467,723	2,606,170	1,861,553	58.3%	2,561,118	45,052	1.76%
Use of Fund Balance	1,320,000	-	1,320,000	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 23,119,696	\$ 12,009,019	65.8%	\$ 22,074,345	\$ 1,045,352	4.74%

General Fund Expenditures

Personal Services - This category includes wages and benefits paid by the City. Personal services accounts for \$24.1 million of the General Fund gross budget. Expenditures through April 2021 were \$14.39 million or 59.7% of the budget amount.

Operating Expenditures - This category includes \$9.5 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through April 2021, \$5.05 million has been spent to date.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$245,685 which includes \$155,000 of economic development incentives. Of note the \$155,000 includes entities such as; Security First and Future Foods. \$63,801 has been expended through April 2021.

Transfers Out – The budget for transfers from the General Fund to other funds is \$1.3 million with of \$762,405 made through April 2021.

Financial Status Report: April 2021

General Fund Expenditures - April 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
City Commission	\$ 402,974	\$ 198,409	\$ 204,565	49.2%	\$ 198,414	\$ (5)	0.00%
City Administration	635,867	398,973	236,894	62.7%	331,723	67,250	20.27%
Support Services	374,524	257,545	116,979	68.8%	184,559	72,986	39.55%
City Attorney	769,676	484,463	285,213	62.9%	413,813	70,650	17.07%
Legislation & Policy	2,183,041	1,339,391	843,650	61.4%	1,128,510	210,881	18.69%
Finance	936,611	584,791	351,820	62.4%	449,717	135,075	30.04%
Information Technology	995,710	491,836	503,874	49.4%	412,001	79,835	19.38%
Human Resources	398,439	238,305	160,134	59.8%	217,039	21,265	9.80%
Planning	652,419	379,190	273,229	58.1%	293,130	86,059	29.36%
Building Inspections	1,077,529	661,107	416,422	61.4%	566,964	94,144	16.60%
Police Administration	803,089	440,408	362,681	54.8%	407,834	32,574	7.99%
Police Operations	6,055,862	3,529,138	2,526,724	58.3%	3,447,269	81,869	2.37%
Community Outreach	526,160	258,242	267,918	49.1%	286,582	(28,340)	-9.89%
Criminal Investigations	1,254,432	782,376	472,056	62.4%	668,446	113,930	17.04%
Community Services	386,435	201,179	185,256	52.1%	200,754	426	0.21%
Records	166,447	72,221	94,226	43.4%	81,408	(9,187)	-11.29%
Neighborhood Impr.	436,575	218,216	218,359	50.0%	216,325	1,891	0.87%
Police	9,629,000	5,501,781	4,127,219	57.1%	5,308,618	193,163	3.64%
Fire	6,351,305	3,989,585	2,361,720	62.8%	3,609,457	380,128	10.53%
Streets	2,037,494	1,198,163	839,331	58.8%	1,076,112	122,051	11.34%
Engineering	1,192,244	587,786	604,458	49.3%	537,294	50,492	9.40%
Fleet	1,233,777	745,127	488,650	60.4%	753,102	(7,976)	-1.06%
Public Works	4,463,515	2,531,077	1,932,438	56.7%	2,366,509	164,568	6.95%
Economic Development	390,128	169,720	220,408	43.5%	151,570	18,150	11.97%
Building Maintenance	778,446	451,503	326,943	58.0%	452,511	(1,008)	-0.22%
Administration	694,742	383,841	310,901	55.2%	375,816	8,024	2.14%
Nova Recreation	326,843	161,438	165,405	49.4%	145,961	15,477	10.60%
S. Ormond Neigh. Center	272,173	135,869	136,304	49.9%	117,961	17,907	15.18%
Gymnastics	-	4,989	(4,989)	0.0%	69,494	(64,506)	-92.82%
Athletic Fields Mnt.	1,407,479	759,199	648,280	53.9%	738,861	20,338	2.75%
Parks	2,177,602	1,195,766	981,836	54.9%	1,123,606	72,160	6.42%
Environmental Learning	160,814	74,281	86,533	46.2%	56,313	17,968	31.91%
The Casement	268,779	166,744	102,035	62.0%	149,776	16,968	11.33%
Performing Arts Center	268,580	129,328	139,252	48.2%	310,898	(181,570)	-58.40%
Senior Center	94,157	37,443	56,714	39.8%	51,962	(14,520)	-27.94%
Community Events	202,910	75,684	127,226	37.3%	79,706	(4,022)	-5.05%
Leisure Services	6,652,525	3,576,084	3,076,441	53.8%	3,672,866	(96,782)	-2.64%
Grants & Aid*	91,528	48,224	43,305	52.7%	27,440	20,784	75.74%
Transfers	1,306,965	762,405	544,560	58.3%	916,405	(154,000)	-16.80%
Vacancy Savings/Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 20,273,496	\$ 14,855,219	57.7%	\$ 19,120,227	\$ 1,153,269	6.03%

*Does not include Economic Development Incentives

Financial Status Report: April 2021

Downtown Redevelopment Trust

Revenues –Revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$718,686. The City’s budgeted contribution is \$456,518.

Expenditures – A total of \$157,635 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - April 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	878,096	(159,410)	122.2%	732,603	145,493	19.9%
Miscellaneous	1,500	187	1,313	12.5%	7,120	(6,932)	-97.4%
Transfers In	456,518	266,301	190,217	58.3%	258,755	7,546	2.9%
Use of Fund Balance	142,811	-	142,811	0.0%	-	-	0.0%
	<u>\$ 1,319,515</u>	<u>\$ 1,144,584</u>	<u>\$ 174,931</u>	<u>86.7%</u>	<u>\$ 998,478</u>	<u>\$ 146,107</u>	<u>14.63%</u>

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Planning	\$ 85,000	\$ 45,965	\$ 39,035	54.1%	\$ 30,350	\$ 15,615	51.5%
Public Works	751,415	7,438	743,977	1.0%	15,296	(7,859)	-51.4%
Grants	200,000	50,000	150,000	25.0%	-	50,000	0.0%
Leisure Services	183,100	157,635	25,465	86.1%	1,205,589	(1,047,954)	-86.9%
Contingency	100,000	-	100,000	0.0%	-	-	0.0%
	<u>\$ 1,319,515</u>	<u>\$ 261,038</u>	<u>\$ 1,058,477</u>	<u>19.8%</u>	<u>\$ 1,251,236</u>	<u>\$ (990,198)</u>	<u>-79.14%</u>

Financial Status Report: April 2021

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.525 million with \$1.49 million received through April 2021.

Expenditures – The budget for stormwater maintenance is \$1.9 million with \$1.5 million spent to date. Transfers of \$123,718 have also been made year to date.

Stormwater Fund Revenues - April 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	1,490,058	1,034,942	59.0%	1,475,225	14,833	1.01%
Miscellaneous	6,000	496	5,504	8.3%	32,443	(31,947)	-98.47%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 1,490,554</u>	<u>\$ 1,040,446</u>	<u>58.9%</u>	<u>\$ 1,507,668</u>	<u>\$ (17,114)</u>	<u>-1.14%</u>

Stormwater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Maintenance	1,879,954	1,501,444	378,510	79.9%	1,365,551	135,893	9.95%
Engineering Support	\$ 126,851	\$ -	\$ 126,851	0.0%	\$ -	\$ -	0.00%
Transfers Out	212,088	123,718	88,370	58.3%	131,145	(7,427)	-5.66%
Contingency	312,107	-	312,107	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 1,625,162</u>	<u>\$ 905,838</u>	<u>64.2%</u>	<u>\$ 1,496,696</u>	<u>\$ 128,466</u>	<u>8.58%</u>

Financial Status Report: April 2021

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.1 million with \$11.61 million collected year to date. The budget also includes \$429,919 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$10.29 million with \$6.26 million expended to date. The budget also includes \$12.63 million in transfers of which \$7.37 million have been made as of April 2021.

Water/Wastewater Fund Revenues - April 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,093,000	\$ 11,614,465	\$ 8,478,535	57.8%	\$ 12,165,311	\$ (550,846)	-4.53%
Miscellaneous	55,000	6,551	48,449	11.9%	65,827	(59,276)	-90.05%
Transfers In	429,919	250,789	179,130	58.3%	299,278	(48,489)	-16.20%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,353,976	-	2,353,976	0.0%	-	-	0.00%
	<u>\$ 22,931,895</u>	<u>\$ 11,871,805</u>	<u>\$ 11,060,090</u>	<u>51.8%</u>	<u>\$ 12,530,416</u>	<u>\$ (658,612)</u>	<u>-5.26%</u>

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Utility Billing	\$ 1,663,677	\$ 1,151,858	\$ 511,819	69.2%	\$ 946,559	\$ 205,300	21.69%
Water Production	2,981,866	1,783,054	1,198,812	59.8%	1,537,363	245,692	15.98%
Water Distribution	1,283,776	741,512	542,264	57.8%	1,007,072	(265,560)	-26.37%
Wastewater Treatment	2,890,767	1,755,354	1,135,413	60.7%	1,539,077	216,277	14.05%
Wastewater Collection	1,474,484	823,719	650,765	55.9%	992,396	(168,676)	-17.00%
Transfers Out	12,637,325	7,371,777	5,265,548	58.3%	6,167,504	1,204,273	19.53%
	<u>\$ 22,931,895</u>	<u>\$ 13,627,274</u>	<u>\$ 9,304,621</u>	<u>59.4%</u>	<u>\$ 12,189,970</u>	<u>\$ 1,437,305</u>	<u>11.79%</u>

Financial Status Report: April 2021

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$908,241 in franchise fees and \$4.47 million in user fees have been collected.

Expenditures – Personal, operating, capital expenses and transfers expended to date are \$5.38 million.

Solid Waste Fund Revenues - April 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Franchise Fees	\$ 1,500,000	\$ 908,241	\$ 591,759	60.5%	\$ 903,492	\$ 4,749	0.53%
User Fees	7,410,000	4,468,295	\$ 2,941,705	60.3%	4,385,409	82,887	1.89%
Miscellaneous	1,000	53,791	\$ (52,791)	5379.1%	9,234	44,558	482.55%
Intergovernmental	-	41,422		0.0%	-		0.00%
Use of Fund Balance	159,267	-	\$ 159,267	0.0%	-	-	0.00%
	<u>\$ 9,070,267</u>	<u>\$ 5,471,749</u>	<u>\$ 3,639,939</u>	<u>60.3%</u>	<u>\$ 5,298,135</u>	<u>\$ 132,193</u>	<u>2.50%</u>

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Collection & Disposal	\$ 6,701,528	\$ 3,991,733	\$ 2,709,795	59.6%	\$ 3,872,395	\$ 119,338	3.08%
Recycling	1,113,572	657,281	456,291	59.0%	644,282	12,999	2.02%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,255,167	732,179	522,988	58.3%	766,262	(34,083)	-4.45%
Contingency	-	-	-	0.0%	-	-	0.00%
	<u>\$ 9,070,267</u>	<u>\$ 5,381,193</u>	<u>\$ 3,689,074</u>	<u>59.3%</u>	<u>\$ 5,282,939</u>	<u>\$ 98,254</u>	<u>1.86%</u>



Ormond Beach Economic Development Activity

Labor Market Update

Ormond Beach employment for April 2021 was 18,946 and the City's unemployment rate was 3.9% according to the recent labor data released from the State Department of Economic Opportunity. Employment continues to trend up. This is up 339 when employment was 18,607 in January. You can obtain additional [Ormond Beach workforce data here](#).

It is worth noting that last year the workforce was severely shaken by the pandemic. In April 2020 employment plummeted over 14% and the unemployment rate spiked to 15.2% as businesses and workers adjusted to the impacts. Since those initial impacts the labor market has recovered. There remain challenges in hiring, employment, and the continued effects of the pandemic. Additional resources are identified in this newsletter and please contact the economic development department to assist you.

The Conference Board's [Economic Forecast for the US Economy](#) provides their outlook for Q2 2021 and a peek into their projections on Q3 2021. Through the steady re-opening of local economies and the distribution of vaccines their assumptions suggest continued growth. They provide a few scenarios based on other factors influencing the economy.

Ormond Beach Employment Trend Q1 2021				
Year 2021	JAN	FEB	MAR	APR
Labor Force	19,422	19,623	19,788	19,713
Employment	18,607	18,841	18,951	18,946
Unemployment	815	782	837	767
Unemployment Rate	4.2%	4.0%	4.2%	3.9%

Pandemic Relief Options for Businesses

Several federal programs are available to assist small business affected by the pandemic. Two new programs available through the American Rescue Plan include the Restaurant Revitalization Fund and the Shuttered Venues Grant. The Paycheck Protection Program (PPP) has stopped accepting new applications. Traditional SBA programs are available including the Emergency Injury Disaster Loan (EIDL) and SBA loan programs. Click the image below to visit [SBA.gov](https://www.sba.gov) to learn more about these programs.



Paycheck Protection Program

This forgivable loan helps businesses keep their workforce employed during the COVID-19 crisis. >

[Learn more](#)



COVID-19 EIDL

This loan provides economic relief to small businesses and non-profit organizations currently experiencing a temporary loss of revenue. >

[Learn more](#)



Restaurant Revitalization Fund

This program provides assistance for eligible restaurants, bars, and other food service businesses impacted by COVID-19. >

[Learn more](#)



Shuttered Venues Grant

The Shuttered Venue Operators Grant program provides emergency assistance for eligible venues. >

[Learn more](#)



SBA debt relief

SBA provides a financial reprieve to existing borrowers during the pandemic. >

[Learn more](#)



Cross-program eligibility

A summary of the criteria to meet when considering different funding options. >

[Learn more](#)

SOAR Fund for Florida Small Businesses Impacted by the Pandemic

Small businesses still in need of help getting through the pandemic have a new route to recovery. Business owners and nonprofits with fewer than 50 employees in Florida and other southern states can apply to the recently launched Southern Opportunity and Resilience Fund (SOAR) for the lesser of \$100,000 or 100% of their revenue for any three-month period during 2019 or the first quarter of 2020. The SOAR Fund provides flexible, affordable capital at low interest rates and free business support services to small businesses and nonprofits across the South and Southeast to help them navigate and rebuild from the COVID-19 economic crisis. [Determine if your business meets the eligibility requirements to apply.](#)

Business and Development Activity

ABB Makes Multi-million Dollar Investment in Ormond Beach

ABB Installation Products is making a multimillion-dollar investment this year and filling more than 25 full-time positions to expand its production capabilities in Ormond Beach, Fla. The investment will enable the business to meet growing demand for electrical equipment and solutions. Read the full [ABB press release.](#)



startupgrind^x

Ormond Beach

#StartupGrind

startupgrind.com/ormondbeach

Dillon Kalkhurst

Founder

The Center for Intergenerational Engagement

About Speaker

Author of "Intergenerational Engagement - Understanding the 5 Generations in the Economy and How to Use their Strengths to Improve Communication, Engagement, Sales and Create Workplace Harmony" Mr. Kalkhurst has 25 year experience helping organizations embrace their "Age Diversity". Mr. Kalkhurst is the Co-Founder and CMO (Chief Motivation Officer) at D. Knight Marketing & Consulting Group, Inc.

When

June 23, 2021

5:30 PM - 7:00 PM

Where

Ormond Beach

Performing Arts Center

399 N US Highway 1

Agenda

— Networking

— Workshop

Tickets

\$5.00 Online

\$10 At Door

startupgrind.com/ormondbeach

PRESENTED BY

GOLD PARTNERS

Startup Grind Ormond Beach

Join us Wednesday, June 23rd for Startup Grind Ormond Beach with Ormond Beach entrepreneur Dillon Kalkhurst. Dillon will share his experience as an entrepreneur in Ormond Beach. He will distill two decades of helping Fortune 500 companies, school districts, and national nonprofits engage multi-generational families to help bridge the generational communication divide.

Tickets available at www.startupgrind.com/ormond-beach

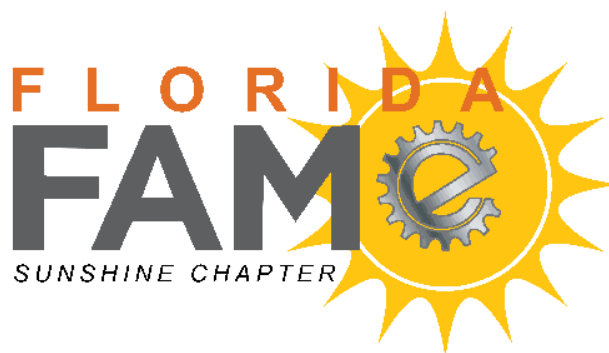
A regional effort to promote the Greater Daytona/Volusia region was initiated by Team Volusia Economic Development Organization in partnership with private sector and public sector support. The magazine promotes the region as a place to live, work, invest in and grow.

This was a great opportunity to promote Ormond Beach as Central Florida's Preferred Business Address for your business and your lifestyle. You can access information about Ormond Beach and the magazine at the links below. If you are actively recruiting or know anyone considering our region to live, work or invest please share the material.

[Livability Ormond Beach, Florida](#)
[Greater Daytona Region Volusia County Magazine](#)



Workforce Development Initiatives



Do you know a graduating senior or someone looking for a career change?

FAME is an employer led training program for those 18 years old or older with a high school diploma and has taken algebra. Students will be trained as an Advanced Manufacturing Technician in a two-year learn while you earn situation.

- They will work at a cutting-edge local manufacturer 3 days/week, apply what they learn in the 2 days/week they are in the classroom at the Daytona State College's Advanced Training Center (ATC) on Williamson in Daytona Beach.

- Wages and potential financial aid will have them graduating from this two-year program debt free.
- They will Graduate with a job offer and great pay!
- They will graduating with an AS degree with a built-in pathway to their educational future.

Learn More and share: <https://www.daytonastate.edu/fame/>

Are you a business interested in participating in the program? Please contact our Department for more information.

Need Help with your Workforce?

The workforce challenges facing business today can not be understated. The team of experienced Business Service Representatives can provide workforce solutions and comprehensive services customized to meet your unique needs. You can learn more by visiting their website, or contact our Department to get started.



<https://www.careersourcefv.com/businesses/>

Regional and Local Resources

Additional resources and networks are available locally to help your business succeed in Ormond Beach. In addition to the City's Economic Development Department please consider the following organizations:

Career Source Flagler/Volusia

- Offers Customized and On-the-Job Training, Recruiting Assistance and Hiring for today's workforce.

Small Business Development Center at Daytona State College

- Offers 'no cost' consulting to assess needs, problems and opportunities and a plan is developed to fill those needs.

SCORE Volusia/Flagler Chapter

- Offers free and confidential business counseling to help grow small business. They provide workshops and resources.

The Ormond Beach Chamber of Commerce

- Provides advocacy, networking, and promotes economic growth for Ormond Beach businesses.

Florida Virtual Entrepreneur Center

- Provides resources and networking opportunities for small business and entrepreneurs.

One Last Thing

The Ormond Beach Department of Economic Development is proactive in promoting sustainable economic growth and here to help you. Please contact us to assist your company, expand or relocate to Ormond Beach.

Brian Rademacher, CEcD
Economic Development Director
E:Mail: brian.rademacher@ormondbeach.org
Phone: (386) 676-3266



Department of Economic Development, City of Ormond Beach | 22 S. Beach Street, 22 S. Beach Street,
Ormond Beach, FL 32174

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Sent by brian.rademacher@ormondbeach.org powered by





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: June 1, 2021
Subject: Ormond Grande Final Plat

Commission Goal: Community Development - Other

Introduction

This is a request from Parker Mynchenberg, P.E., R.L.A, Manager of Ormond Grande, LLC, for final plat approval of 11.86± acres for the Ormond Grande subdivision of 61 lots. The subdivision consists of a 1.90± acre industrial parcel, an 8.2± acre residential multi-family townhome unit, and the preservation of wetlands in a 1.7± acre land area. The property is located at 1255 North U.S. Highway 1 and Volusia County parcel number 4206-00-00-0020.

Background

The Ormond Grande project started construction in 2007 and was placed on hold as the recession occurred. The previous construction activities included clearing, grading, stormwater and utility improvements. The Ormond Grande project of 11.86± acres has three (3) land areas that include:

1. **Area 1:** An industrial land area of approximately 1.90 acres with a land use designation of "Light Industrial/Utilities" and a zoning designation of I-1 (Light Industrial). The industrial parcel includes lands at 1255 North U.S. Highway 1 and a portion of parcel 4206-00-00-0020.
2. **Area 2:** A land area that includes 60 multi-family townhomes on approximately 8.2 acres and associated site improvements. The land areas have a land use designation of "Medium Density Residential" and zoning of Planned Residential Development. The Planned Residential Development was approved on December 15, 2020 through Ordinance No. 2020-53, with the project's Development Order also approved on December 15, 2020 through Ordinance No. 2020-54.
3. **Area 3:** A land area consisting of approximately 1.7 acres of wetlands where no development is proposed. This land area is a part of parcel 4206-00-00-0020 and has a land use designation of "Open Space/Conservation" and a zoning designation of SE (Special Environmental).

The preliminary plat was approved on December 1, 2020 through Resolution No. 2020-189. The site engineering permit for the subdivision improvements was issued on January 12, 2021. **The recordation of the final plat can occur in one of two methods.**

The first method occurs when all of the subdivision improvements are completed and accepted by the Site Plan Review Committee; then the final plat can be recorded. The applicant has indicated that the subdivision improvements should be completed in early June.

The second method is to record the plat while completing the subdivision infrastructure improvements. Under the second method, the applicant shall be required to post a performance guarantee to ensure that the remaining subdivision improvements are completed.

Final plats are subject to review and approval by the Site Plan Review Committee, a Florida licensed surveyor acting on behalf of the City, and the City Attorney's office. The subject plat has been reviewed and determined acceptable. The proposed plat is consistent with the preliminary plat previously approved and the overall Planned Residential Development.

Budget Impact

There is no budget impact as the result of the final plat application.

Citizen Impact

The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the Planned Development and Preliminary Plat. The subdivision underwent a neighborhood meeting and public hearing for the Planned Residential Development zoning designation. No citizen impact is anticipated as the result of the final plat.

Recommendation

It is recommended that the City Commission **APPROVE** the final plat for 61 lots for the Ormond Grande subdivision. The final plat is consistent with the approved Planned Residential Development zoning and preliminary plat.

Attachments:

- 21-18 Ormond Grande Final Plat (P21-0052G) (PDF)
- Exhibit A, final plat (PDF)
- Ormond_Grande_Plat_AERIAL (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/23/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/11/2021

ORDINANCE NO. 2021-18

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ORMOND GRANDE” SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on December 15, 2020, the City Commission approved Ordinance 2020-53 amending the Official Zoning Map of 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), and

WHEREAS, on December 15, 2020, the City Commission approved Ordinance 2020-54 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, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida in Official Records Book 7960, at Pages 4419 through 4448, inclusive, and

WHEREAS, the Ormond Grande project includes a 1.90 acre land area that has a zoning of I-1 (Light Industrial) and a 1.70 acre land area that has a zoning of SE (Special Environmental), and

WHEREAS, on December 1, 2020, the City Commission approved Resolution 2020-189 authorizing a preliminary plat for a 61 lot subdivision consisting of one (1) industrial parcel and sixty (60) multifamily townhouses known as “Ormond Grande”, and

WHEREAS, on January 11, 2021, the City’s Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on January 12, 2021, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the “Ormond Grande” plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the “Ormond Grande” subdivision has been reviewed by the City staff, City Surveyor, and by the Site Plan Review Committee and is recommended for approval subject to certain conditions, and

WHEREAS, the City Commission concurs with the recommendation of City staff, City Surveyor, and by the Site Plan Review Committee, now therefore,

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

SECTION ONE. The City Commission hereby approves final plat for the “Ormond Grande” subdivision, as depicted on Exhibit “A” attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

- (a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and
- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code*; and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

- (a) The plat is recorded within eighteen (18) months of the date of approval by this Resolution, said date being December 1, 2022; and

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

PASSED UPON at the first reading of the City Commission, this 18th day of May, 2021.

PASSED UPON at the second reading of the City Commission, this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY HONTZ
Acting City Clerk

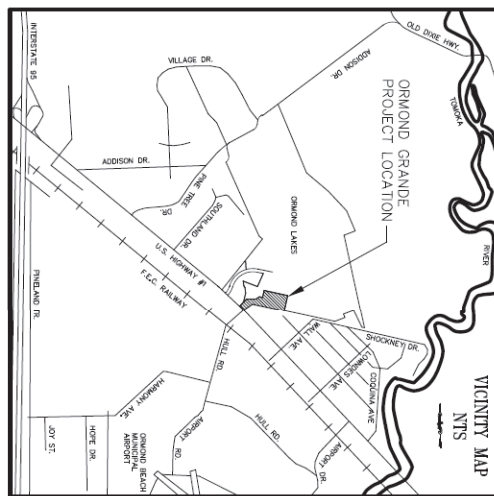
GENERAL NOTES

- - DENOTES PERMANENT REFERENCE MONUMENT FOUND
- - DENOTES PERMANENT REFERENCE MONUMENT SET
- 4x4 CONCRETE MONUMENT STAMPED LB 5019
- DENOTES PERMANENT CONTROL POINT SET
- △ - METALASK STAMPED LB 5019

- [illegible]

- PREPARED BY:

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019



ZONING CLASSIFICATION(S)		PER. CITY OF OMAHA BEACH ZONING DISTRICT & REGULATIONS
RESIDENTIAL DISTRICT: P.U.D.		
DIMENSIONAL REQUIREMENTS LOTS (1-60):		
FRONT	12'	
REAR	10'	
SIDE INTERIOR	NONE	
SIDE INTERIOR CORNER	0'	
SIDE EXTERIOR	10'	
BUSINESS DISTRICT: L-1, LIGHT INDUSTRIAL		
DIMENSIONAL REQUIREMENTS LOT (01):		
FRONT	15'	
REAR	20'	
SIDE	10'	
STREET SIDE / CORNER	15'	
WATER BODY	NONE	

MAP BOOK: PAGE:

[illegible]

BY: RICHARD MAUGEN, MANAGER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021, BY RICHARD JACOB AS MANAGER KNOWN TO BE THE PERSON WHO FOR AND ON BEHALF OF GROUND GRABBER OBL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, EXECUTED THE FOREGOING DECLARATION FOR AND ON BEHALF OF SAID COMPANY. THEY ARE PERSONALLY KNOWN TO ME OR HAVE PROVIDED _____ AS IDENTIFICATION.

SEAL

SIGNATURE

PRINT NAME

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE/RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

COORDINATE OF SURVEYOR.
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED,
THAT THE SURVEY HAS BEEN MADE UNDER A RESPONSIBLE SUPERVISION AND THAT THE
RECORDS OF THE SURVEY HAVE BEEN KEPT IN THE OFFICE OF THE SURVEYOR OF THE
FLORIDA STUDIES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF
SECTION 177.001 OF THE FLORIDA STATUTES, THAT THE LANDS ARE LOCATED
WITHIN THE FLORIDA STUDIES, AND THAT THE SURVEYOR OF THE FLORIDA STUDIES
SUPERVISOR AND WAREHOUSE PURSUANT TO SECTION 177.001 OF THE FLORIDA STATUTES.

JEF. W. HARRIS, P.S.M. 4572

SEAL

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORLAND BEACH.

I HEREBY CERTIFY TO THE CITY THAT I HAVE REVIEWED THE FORGING PLAT ENTITLED "ORLAND GRADE" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

CITY REGISTERED SURVEYOR _____ DATE: _____ 2021
MICHAEL E. AWAD, PSM 5574
UPHAM INC. 265 KENILWORTH AVENUE
ORLANDO BEACH, FL 32174

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

BY: _____ BILL PARTINGTON, MAYOR

ATTEST: _____, KATE SETTLE, CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

APPROVED.

CITY OF ORMOND BEACH, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL

APPROVED.

ANDREWS, CITY MANAGER
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

THE INCORPORATION OF THE 1971 EDITION SINCE, FROM THE FIELD OF RECORD ON THE DAY OF _____, 2021.

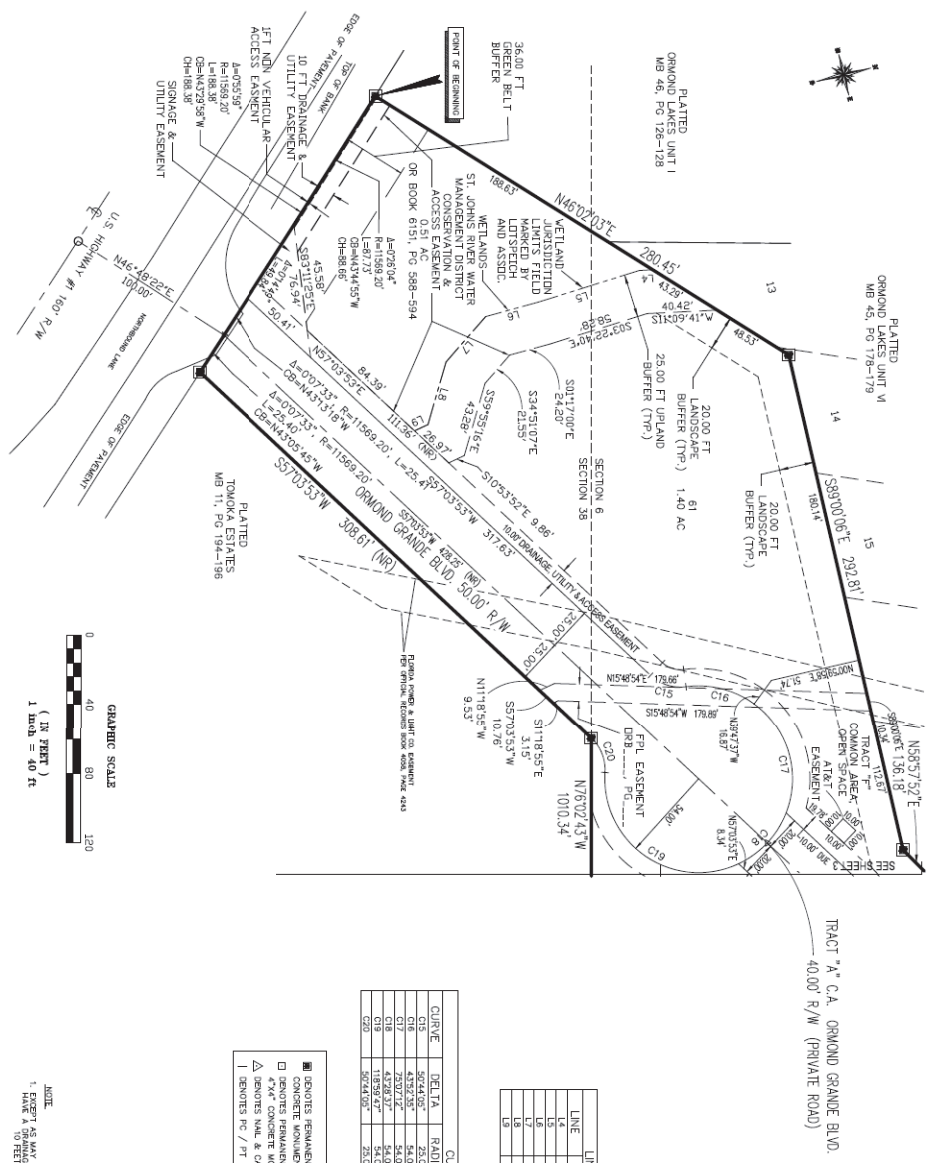
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

ORMOND GRANDE

PART OF SECTIONS 6 AND 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: --- PAGE: ---

Packet Pg. 515



LINE TABLE

LINE	BEARING	DISTANCE
1	S 17° 02' 43" W	100.34
2	S 17° 02' 43" W	100.34
3	S 17° 02' 43" W	100.34
4	S 17° 02' 43" W	100.34
5	S 17° 02' 43" W	100.34
6	S 17° 02' 43" W	100.34
7	S 17° 02' 43" W	100.34
8	S 17° 02' 43" W	100.34
9	S 17° 02' 43" W	100.34
10	S 17° 02' 43" W	100.34

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C15	50° 44' 00"	23.00	22.14	38.14
C16	47° 02' 55"	24.00	21.14	36.55
C17	29° 02' 55"	24.00	10.87	18.74
C18	47° 02' 55"	24.00	21.14	36.55
C19	118° 02' 55"	24.00	11.15	19.05
C20	50° 44' 00"	23.00	22.14	38.14

- LEGEND
- DENOTES PERMANENT MONUMENT SET 4"x4"
 - DENOTES PERMANENT REFERENCE MONUMENT FOUND
 - △ DENOTES NAIL & CAP SET STAMPED PIN IS 5/16"
 - DENOTES PG. / PT.

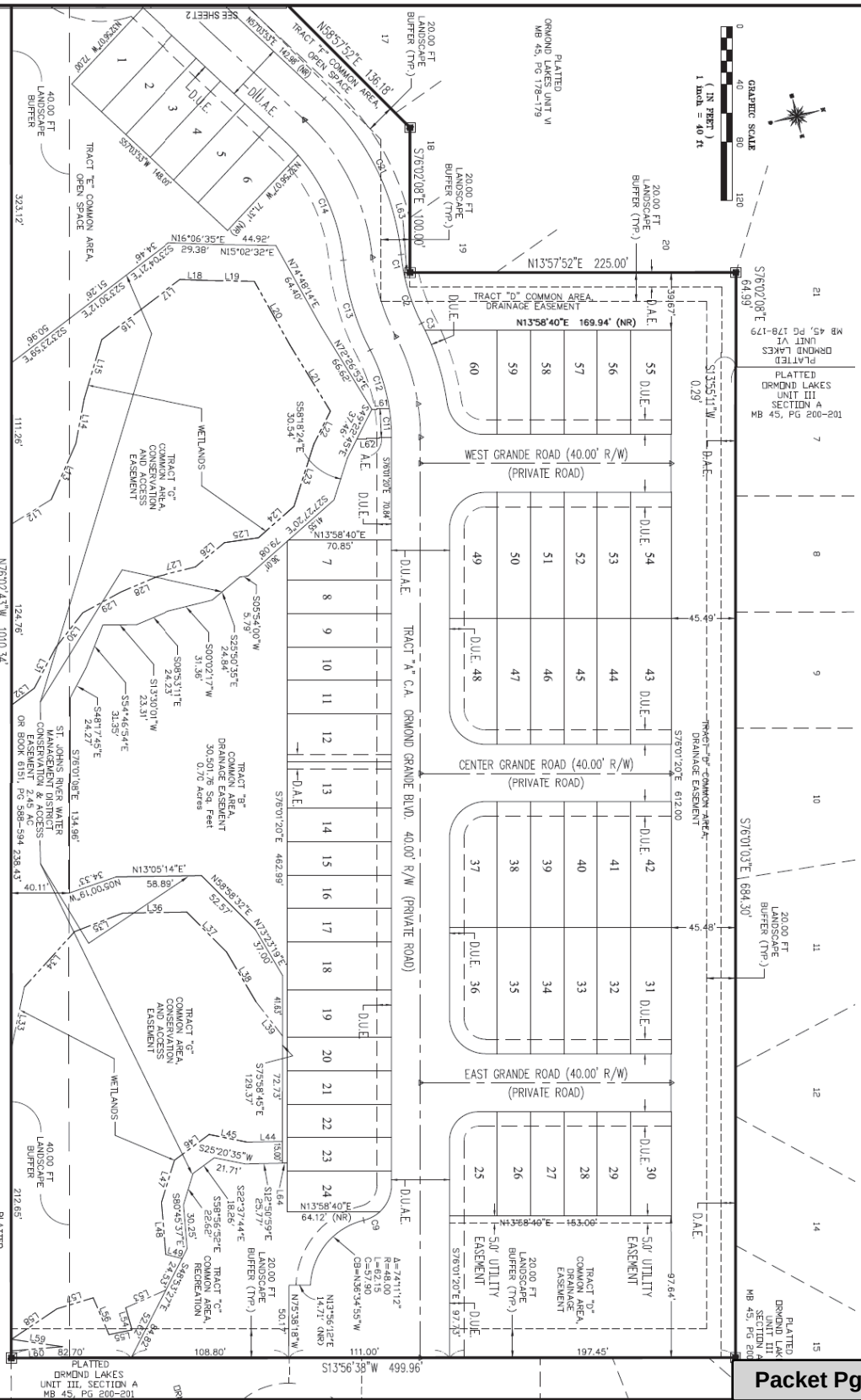
NOTE:
1. IF A SURVEY OF THE PROPERTY IS REQUIRED, THE SURVEY SHALL BE MADE BY A LICENSED SURVEYOR AND THE RESULTS SHALL BE FILED WITH THE COUNTY CLERK.

SUGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3801 NOVA ROAD
PORT ORANGE, FL 32127
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	SECTION 6	15	SECTION 38
2	SECTION 38	16	SECTION 38
3	SECTION 38	17	SECTION 38
4	SECTION 38	18	SECTION 38
5	SECTION 38	19	SECTION 38
6	SECTION 38	20	SECTION 38
7	SECTION 38	21	SECTION 38
8	SECTION 38	22	SECTION 38
9	SECTION 38	23	SECTION 38
10	SECTION 38	24	SECTION 38
11	SECTION 38	25	SECTION 38
12	SECTION 38	26	SECTION 38
13	SECTION 38	27	SECTION 38
14	SECTION 38	28	SECTION 38
15	SECTION 38	29	SECTION 38
16	SECTION 38	30	SECTION 38
17	SECTION 38	31	SECTION 38
18	SECTION 38	32	SECTION 38
19	SECTION 38	33	SECTION 38
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21	SECTION 38	35	SECTION 38
22	SECTION 38	36	SECTION 38
23	SECTION 38	37	SECTION 38
24	SECTION 38	38	SECTION 38
25	SECTION 38	39	SECTION 38
26	SECTION 38	40	SECTION 38
27	SECTION 38	41	SECTION 38
28	SECTION 38	42	SECTION 38
29	SECTION 38	43	SECTION 38
30	SECTION 38	44	SECTION 38
31	SECTION 38	45	SECTION 38
32	SECTION 38	46	SECTION 38
33	SECTION 38	47	SECTION 38
34	SECTION 38	48	SECTION 38
35	SECTION 38	49	SECTION 38
36	SECTION 38	50	SECTION 38
37	SECTION 38	51	SECTION 38
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80	SECTION 38	94	SECTION 38
81	SECTION 38	95	SECTION 38
82	SECTION 38	96	SECTION 38
83	SECTION 38	97	SECTION 38
84	SECTION 38	98	SECTION 38
85	SECTION 38	99	SECTION 38
86	SECTION 38	100	SECTION 38

PART OF SECTIONS 6 AND 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



- DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT STAMPED PRM RLS 6723
- △ DENOTES NAIL & CAP SET STAMPED PRM LB 3019.
- | DENOTES PC / PT

LINE	BEARING	DISTANCE
L10	S08°21'40" W	33.64
L11	S47°21'12" W	12.84
L12	N17°01'55" W	32.28
L13	N05°10'30" W	42.18
L14	N85°14'34" W	31.18
L15	N59°24'51" W	42.76
L16	N32°30'12" W	43.02
L17	N23°04'21" W	28.47

LINE	BEARING	DISTANCE
L34	N 33°42'10" W	31.71
L35	N 08°33'18" W	35.93
L36	N 13°03'14" E	43.60
L37	N 08°03'32" E	36.82
L38	N 7°32'18" E	40.10
L39	N 08°03'03" E	28.60
L44	S 12°02'59" W	24.43
L45	S 25°20'35" W	20.74

QUANT	DELTA	RAQUS	LENGTH	BEARING	CHORD
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53	16.53.17	17.0.00	37.18	58.43.47.7	37.08
54	14.45.30	17.0.00	8.77	87.71.1.4	8.72
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98	53.52.36	13.0.00	39.47	58.43.47.7	39.38
99	53.52.36	13.0.00	39.47	58.43.47.7	39.38
100	53.52.36	13.0.00	39.47	58.43.47.7	39.38

	LEGEND	
A	DATA ON CENTRAL ANGLE	P0
B	DATA ON PERIPHERAL ANGLE	P1
C	DATA ON CHORD LENGTH	P2
D	DATA ON CHORD BEARING	P3
E	DATA ON CHORD BEARING	P4
F	DATA ON CHORD BEARING	P5
G	DATA ON CHORD BEARING	P6
H	DATA ON CHORD BEARING	P7
I	DATA ON CHORD BEARING	P8
J	DATA ON CHORD BEARING	P9
K	DATA ON CHORD BEARING	P10
L	DATA ON CHORD BEARING	P11
M	DATA ON CHORD BEARING	P12
N	DATA ON CHORD BEARING	P13
O	DATA ON CHORD BEARING	P14
P	DATA ON CHORD BEARING	P15
Q	DATA ON CHORD BEARING	P16
R	DATA ON CHORD BEARING	P17
S	DATA ON CHORD BEARING	P18
T	DATA ON CHORD BEARING	P19
U	DATA ON CHORD BEARING	P20
V	DATA ON CHORD BEARING	P21
W	DATA ON CHORD BEARING	P22
X	DATA ON CHORD BEARING	P23
Y	DATA ON CHORD BEARING	P24
Z	DATA ON CHORD BEARING	P25

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 3 OF 6

MAP BOOK: PAGE:



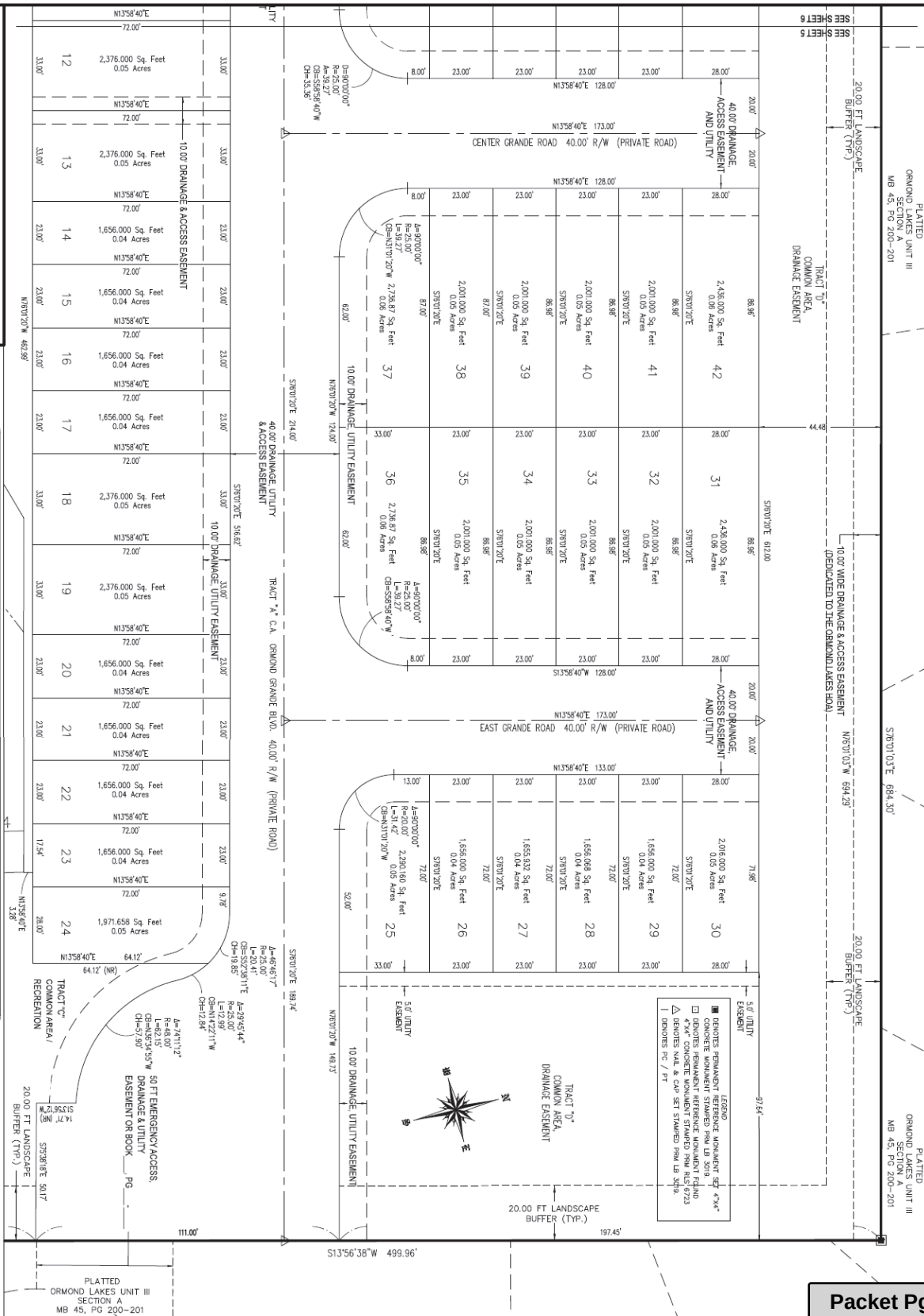


Page 6 of 6

PART OF SECTIONS 6 AND 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

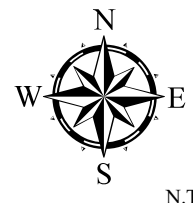
Packet Pg. 519





AERIAL MAP - ORMOND GRANDE
1255 NORTH U.S. HIGHWAY 1
AND PARCEL 4206-00-00-0020

Prepared By: The City of Ormond Beach
 G.I.S. Department - September 2, 2020





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: June 1, 2021

Subject: Plantation Oaks, Unit 1A, Preliminary Plat

Commission Goal: Community Development - Other

Introduction

This is a request from Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach I, LLC, for a preliminary plat for Plantation Oaks of Ormond Beach - Phase 1A consisting of 121 single-family lots on 100.91 acres. The preliminary plat is a technical review to allow the subdivision of land consistent with the Planned Residential Development, that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.

Background

The Plantation Oaks subdivision was originally approved within Volusia County as a Development of Regional Impact (National Gardens) and a Planned Development. On February 2, 2021, through Ordinance Nos. 2021-02 & 2021-03, the subdivision was assigned a city zoning designation of Planned Residential Development, incorporating the previous Volusia County approvals. The ordinances also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. **This item is only approving the preliminary plat for Phase 1A.**

The status of Plantation Oaks subdivision is as follows:

Phase	Unit	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, units under construction
2	B	Manufactured Home	125	Infrastructure construction
2	C	Manufactured Home	121	Approved, no construction
2	D	Manufactured Home	84	Approved, no construction
1	A	Single Family	121	Preliminary plat under

				consideration
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Discussion

The action sought is a preliminary plat in order to subdivide land, per the Planned Residential Development. The subdivision of land occurs in a two-step process that includes a preliminary plat and a final plat. The preliminary plat contains the construction drawings for the subdivision. If approved, the preliminary plat allows the applicant to either (1) proceed to construction of the subdivision improvements or (2) post a performance bond for the subdivision infrastructure improvements and proceed to final plat.

Key aspects of the Plantation Oaks, Phase 1A subdivision include:

1. The subject property is a part of phase 1 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. The plat area includes the neighborhood commercial parcel that would provide a future development with a maximum building of 25,500 square feet.
4. There is a clubhouse, pool, and amenity area to the north of the neighborhood commercial area.
5. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that was platted with Plantation Oaks, Phase 1.
6. Tract 1A-9 is a 31.27 existing lake/stormwater area.
7. A public lift station is proposed.
8. Tract K contains a conservation easement of 6.06 acres.
9. The lot overall square footage are as follows:

<i>Square footage of lot</i>	<i>Number of lots</i>
5,000 - 5,999	1
6,000 - 6,999	7
7,000 - 7,999	44
8,000 - 8,999	34
9,000 - over	35

10. Lot widths:

<i>Lot width in feet</i>	<i>Number of lots</i>
50-59	19
60-69	80
70-79	11
80 or over	11

The Planning Board reviewed the preliminary plat at the May 13, 2021 meeting and recommended approval. There were no individuals who spoke for or against the application.

Budget Impact

There is no budget impact as the result of the preliminary plat.

Citizen Impact

The Plantation Oaks subdivision has been planned through the Development of Regional Impact and planned development process through Volusia County. With the assignment of city zoning, Phase 1 was restricted to single-family development. The subdivision of land is not anticipated to have a negative citizen impact.

Recommendation

It is recommended that the City Commission **APPROVE** the preliminary plat for 121 single-family lots on 100.91 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning.

Attachments:

- 21-100 Plantation Oaks-Preliminary Plat (P21-0060G) (PDF)
- Exhibit A, Construction drawing (PDF)
- Exhibit B, Preliminary Plat (PDF)
- 05.13.2021, Plantation Oaks, Phase 1A, Preliminary Plat, PB Staff Report (PDF)
- DRAFT 05.13.2021, PB Minutes (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/24/2021


Claire Whitley, Assistant City Manager 5/24/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/25/2021

RESOLUTION NO. 2021-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR “PLANTATION OAKS PHASE 1A”, A PLANNED RESIDENTIAL SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach I, LLC, a Florida Limited Liability Company (the “Property Owner”) has submitted a preliminary plat for “Plantation Oaks Phase 1A”, a planned residential subdivision, and

WHEREAS, the City Commission approved Ordinance 2021-03 authorizing a Planned Residential Development Order incorporating previous Volusia County Development Orders, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend its approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a preliminary plat for “Plantation Oaks Phase 1A”, consisting of 121 residential lots, as shown in the construction plans

attached hereto as Exhibit “A”, and the preliminary plat attached hereto as “Exhibit “B”, subject to full and continuous compliance with the Planned Residential Development Order and zoning conditions approved by Ordinance 2021-03.

SECTION TWO. In accordance with Section 1-14(3)(a) of the *Land Development Code*, this preliminary plat approval shall automatically expire two years after the date of this Resolution, said expiration date being June 1, 2023 unless a building permit has been issued before that date; or a final plat has been approved and a guarantee has been provided in accordance with Section 4-18 of the *Land Development Code*.

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

APPROVED AND AUTHENTICATED, this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY HONTZ
Acting City Clerk

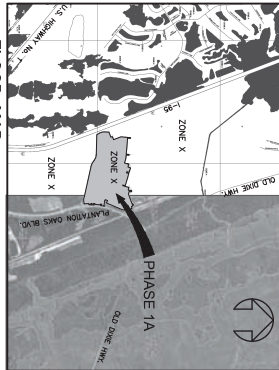
PLANTATION OAKS OF ORMOND BEACH
PRELIMINARY PLAT & CONSTRUCTION PLANS
PHASE 1A

ORMOND BEACH, FLORIDA

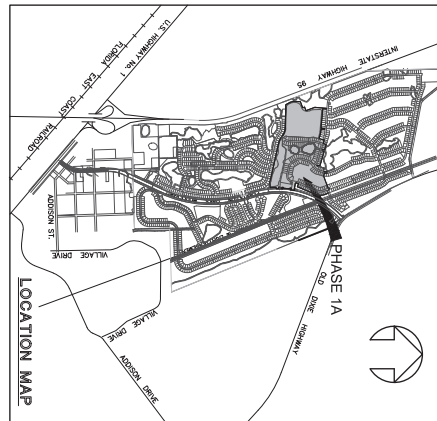


GENERAL NOTES

- [illegible]



FLOOD MAP
F.I.R.M. #12127C0201J ORMOND BEACH
F.I.R.M. #12127C0182J VOLUSIA COUNTY
PHASE 1A IS LOCATED IN ZONE X IN IT'S ENTIRETY



LOCATION MAP

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
31	BOUNDARY SURVEY
32-312	PELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP-PHASE 1A
3-6	DEMOLITION/EROSION CONTROL PLAN
9-14	CIVIL PLAN
16	OVERALL UTILITY PLAN
16-21	UTILITY PLAN
22-26	PLAN & PROFILE
27-32	PAVING AND DRAINAGE DETAILS
33-34	WATER DISTRIBUTION SYSTEM DETAILS
35-36	SEWARI COLLECTION SYSTEM DETAILS
37-38	REUSE SYSTEM WATER DETAILS
39-40	LIFT STATION DETAILS
41	AMENITY CENTER - SITE PLAN
42	AMENITY CENTER - CIVIL PLAN
43	AMENITY CENTER - UTILITY PLAN
44	AMENITY CENTER - LANDSCAPE PLAN
45	LANDSCAPE DETAILS
46	AMENITY CENTER - IRRIGATION PLAN
47	IRRIGATION DETAILS
48-46A	ENTRANCE SIGN DETAILS

PARKER MYNCHENBERG

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@ecpermjchamberg.com
CERTIFICATE OF AUTHORIZATION NO. 00003910

Key Use of Area (Priority)	Key Use of Area (Priority)	Access to ACP	Percent of ACP
13	Phase 1B (1.5 acre) (High)	23.3	12.5%
14	Phase 1C (1.5 acre) (High)	23.3	12.5%
15	Phase 1D (1.5 acre) (High)	23.3	12.5%
16	Phase 1E (1.5 acre) (High)	23.3	12.5%
17	Phase 1F (1.5 acre) (High)	23.3	12.5%
18	Phase 1G (1.5 acre) (High)	23.3	12.5%
19	Phase 1H (1.5 acre) (High)	23.3	12.5%
20	Phase 1I (1.5 acre) (High)	23.3	12.5%
21	Phase 1J (1.5 acre) (High)	23.3	12.5%
22	Phase 1K (1.5 acre) (High)	23.3	12.5%
23	Phase 1L (1.5 acre) (High)	23.3	12.5%
24	Phase 1M (1.5 acre) (High)	23.3	12.5%
25	Phase 1N (1.5 acre) (High)	23.3	12.5%
26	Phase 1O (1.5 acre) (High)	23.3	12.5%
27	Phase 1P (1.5 acre) (High)	23.3	12.5%
28	Phase 1Q (1.5 acre) (High)	23.3	12.5%
29	Phase 1R (1.5 acre) (High)	23.3	12.5%
30	Phase 1S (1.5 acre) (High)	23.3	12.5%
31	Phase 1T (1.5 acre) (High)	23.3	12.5%
32	Phase 1U (1.5 acre) (High)	23.3	12.5%
33	Phase 1V (1.5 acre) (High)	23.3	12.5%
34	Phase 1W (1.5 acre) (High)	23.3	12.5%
35	Phase 1X (1.5 acre) (High)	23.3	12.5%
36	Phase 1Y (1.5 acre) (High)	23.3	12.5%
37	Phase 1Z (1.5 acre) (High)	23.3	12.5%
38	Phase 1AA (1.5 acre) (High)	23.3	12.5%
39	Phase 1AB (1.5 acre) (High)	23.3	12.5%
40	Phase 1AC (1.5 acre) (High)	23.3	12.5%
41	Phase 1AD (1.5 acre) (High)	23.3	12.5%
42	Phase 1AE (1.5 acre) (High)	23.3	12.5%
43	Phase 1AF (1.5 acre) (High)	23.3	12.5%
44	Phase 1AG (1.5 acre) (High)	23.3	12.5%
45	Phase 1AH (1.5 acre) (High)	23.3	12.5%
46	Phase 1AI (1.5 acre) (High)	23.3	12.5%
47	Phase 1AJ (1.5 acre) (High)	23.3	12.5%
48	Phase 1AK (1.5 acre) (High)	23.3	12.5%
49	Phase 1AL (1.5 acre) (High)	23.3	12.5%
50	Phase 1AM (1.5 acre) (High)	23.3	12.5%
51	Phase 1AN (1.5 acre) (High)	23.3	12.5%
52	Phase 1AO (1.5 acre) (High)	23.3	12.5%
53	Phase 1AP (1.5 acre) (High)	23.3	12.5%
54	Phase 1AQ (1.5 acre) (High)	23.3	12.5%
55	Phase 1AR (1.5 acre) (High)	23.3	12.5%
56	Phase 1AS (1.5 acre) (High)	23.3	12.5%
57	Phase 1AT (1.5 acre) (High)	23.3	12.5%
58	Phase 1AU (1.5 acre) (High)	23.3	12.5%
59	Phase 1AV (1.5 acre) (High)	23.3	12.5%
60	Phase 1AW (1.5 acre) (High)	23.3	12.5%
61	Phase 1AX (1.5 acre) (High)	23.3	12.5%
62	Phase 1AY (1.5 acre) (High)	23.3	12.5%
63	Phase 1AZ (1.5 acre) (High)	23.3	12.5%
64	Phase 1BA (1.5 acre) (High)	23.3	12.5%
65	Phase 1BB (1.5 acre) (High)	23.3	12.5%
66	Phase 1BC (1.5 acre) (High)	23.3	12.5%
67	Phase 1BD (1.5 acre) (High)	23.3	12.5%
68	Phase 1BE (1.5 acre) (High)	23.3	12.5%
69	Phase 1BF (1.5 acre) (High)	23.3	12.5%
70	Phase 1BG (1.5 acre) (High)	23.3	12.5%
71	Phase 1BH (1.5 acre) (High)	23.3	12.5%
72	Phase 1BI (1.5 acre) (High)	23.3	12.5%
73	Phase 1BJ (1.5 acre) (High)	23.3	12.5%
74	Phase 1BK (1.5 acre) (High)	23.3	12.5%
75	Phase 1BL (1.5 acre) (High)	23.3	12.5%
76	Phase 1BM (1.5 acre) (High)	23.3	12.5%
77	Phase 1BN (1.5 acre) (High)	23.3	12.5%
78	Phase 1BO (1.5 acre) (High)	23.3	12.5%
79	Phase 1BP (1.5 acre) (High)	23.3	12.5%
80	Phase 1BQ (1.5 acre) (High)	23.3	12.5%
81	Phase 1BR (1.5 acre) (High)	23.3	12.5%
82	Phase 1BS (1.5 acre) (High)	23.3	12.5%
83	Phase 1BT (1.5 acre) (High)	23.3	12.5%
84	Phase 1BU (1.5 acre) (High)	23.3	12.5%
85	Phase 1BV (1.5 acre) (High)	23.3	12.5%
86	Phase 1BW (1.5 acre) (High)	23.3	12.5%
87	Phase 1BX (1.5 acre) (High)	23.3	12.5%
88	Phase 1BY (1.5 acre) (High)	23.3	12.5%
89	Phase 1BZ (1.5 acre) (High)	23.3	12.5%
90	Phase 1CA (1.5 acre) (High)	23.3	12.5%
91	Phase 1CB (1.5 acre) (High)	23.3	12.5%
92	Phase 1CC (1.5 acre) (High)	23.3	12.5%
93	Phase 1CD (1.5 acre) (High)	23.3	12.5%
94	Phase 1CE (1.5 acre) (High)	23.3	12.5%
95	Phase 1CF (1.5 acre) (High)	23.3	12.5%
96	Phase 1CG (1.5 acre) (High)	23.3	12.5%
97	Phase 1CH (1.5 acre) (High)	23.3	12.5%
98	Phase 1CI (1.5 acre) (High)	23.3	12.5%
99	Phase 1CJ (1.5 acre) (High)	23.3	12.5%
100	Phase 1CK (1.5 acre) (High)	23.3	12.5%



SOILS MAP

LAND USE TABULATION

[illegible]

TRAFFIC CONSULTANT

TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32751-7305
(407) 628-9955

PROJECT ATTORNEY
JEFF DODD, ESQ.

SMITH BIGMAN BROCK
444 SEABREEZE BLVD. SUITE
DAYTONA BEACH, FLORIDA 321
(386) 254-6875
EMAIL: jbrock@daytonabcm.com

NO.	DATE	DESCRIPTION	BY
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2	9/2/2020	REVISED	SL
1	6/1/2020	REVISED	SL
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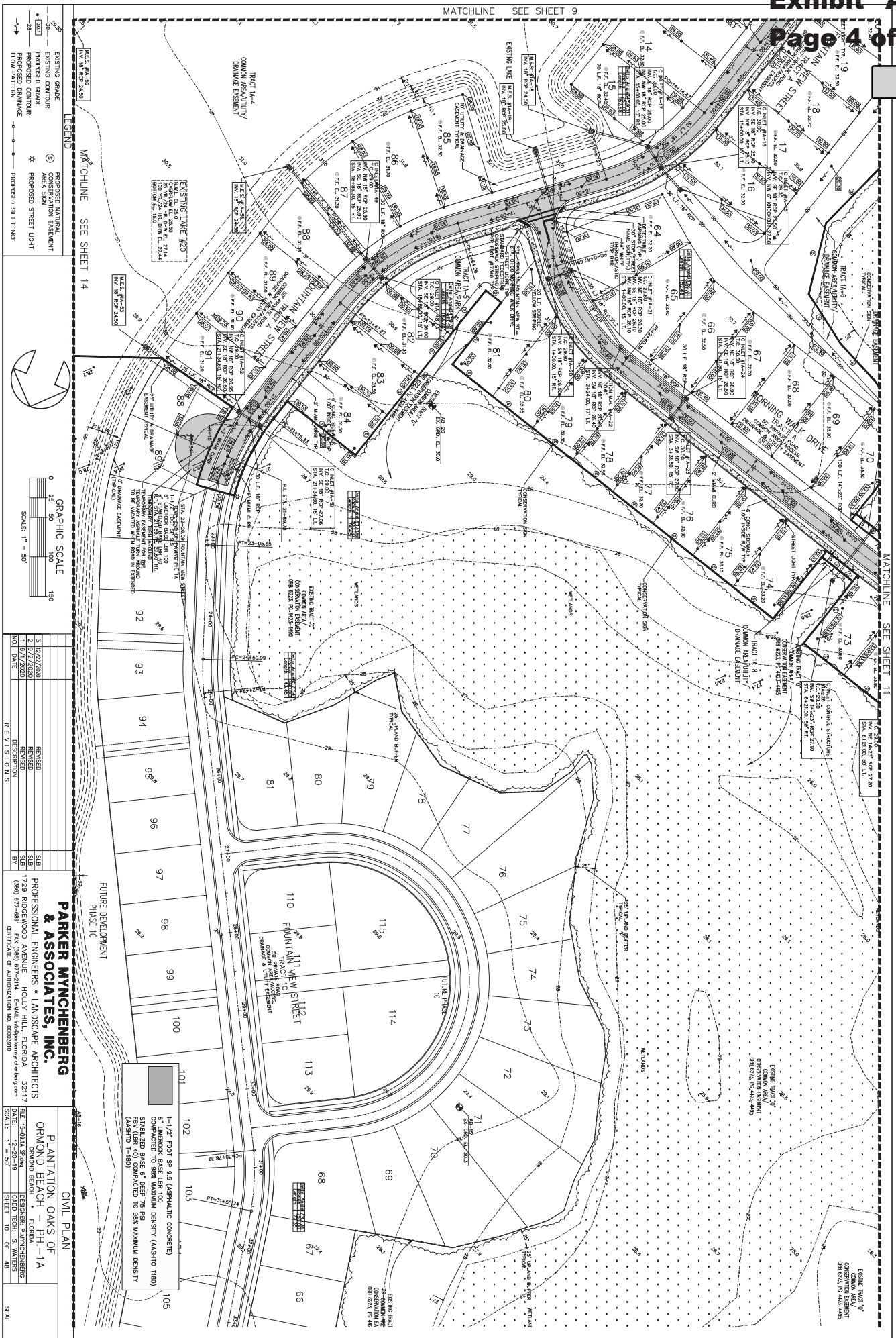
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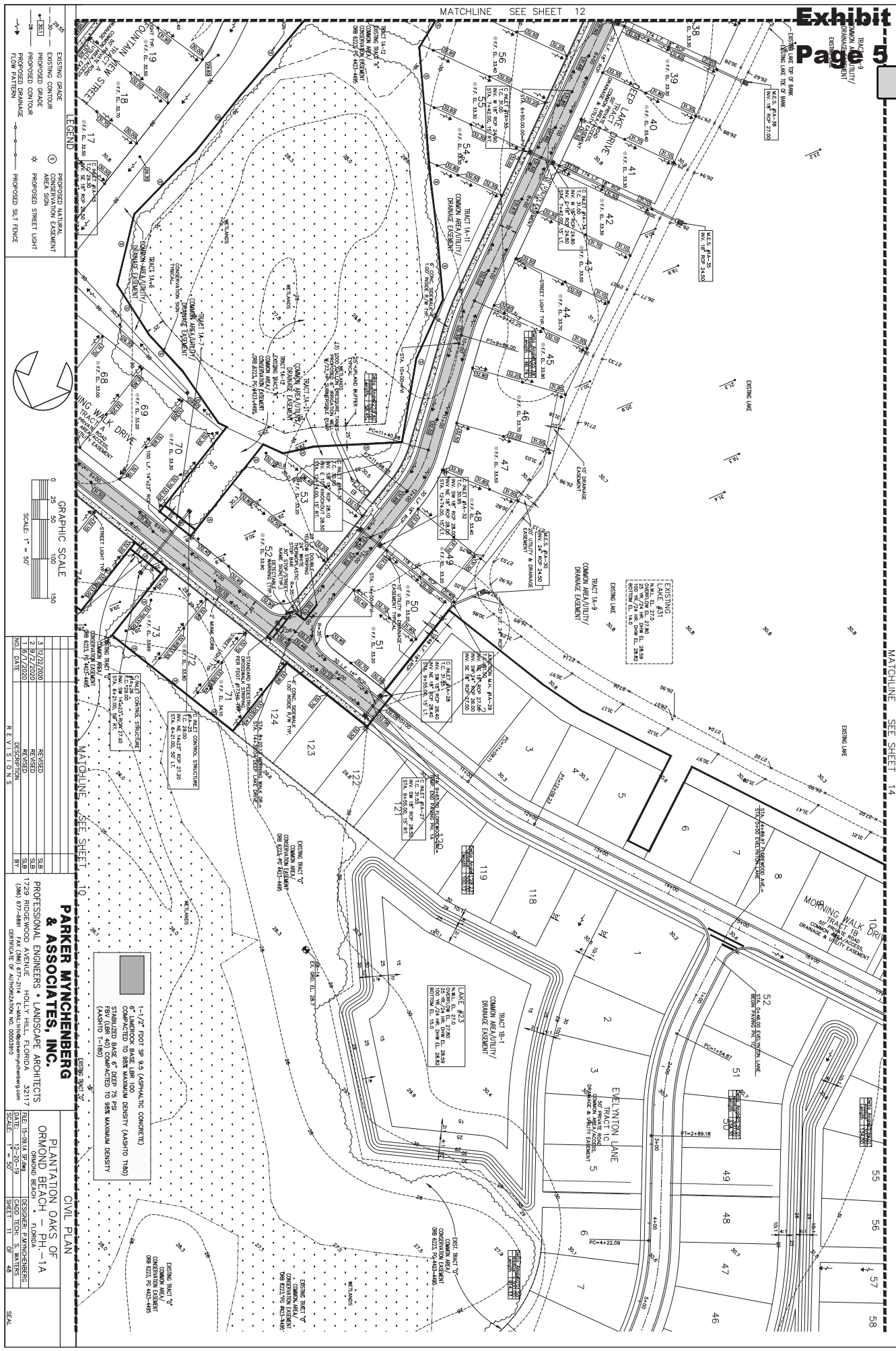
PLANTATION OAKS OF

ORMOND BEACH * FLORIDA	
FILE NO. PO PH 1 CS.DWG	DESIGNER: P.MYCHENBERG
DATE: 12-20-19	CADD TECH: S.WATERS
SCALE: NONE	SHEET 1 OF 48

SEAL

9.A.b





LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT
- EXISTING FLOW PATTERN
- PROPOSED FLOW PATTERN
- PROPOSED NATURAL AREA SIGN
- PROPOSED SLIT FENCE

GRAPHIC SCALE

0 25 50 100 150

SCALE: 1" = 50'

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	1/17/2020	ISSUED	S.B.
2	2/17/2020	REVISION	S.B.
3	1/17/2020	REVISION	S.B.

PARKER MYNCENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-4881 FAX (386) 677-2171 Email: info@parkermyncenberg.com

PLANTATION OAKS OF ORLANDO BEACH - PH-1A

DESIGNER: PARKER MYNCENBERG & ASSOCIATES, INC.

DATE: 12-25-19

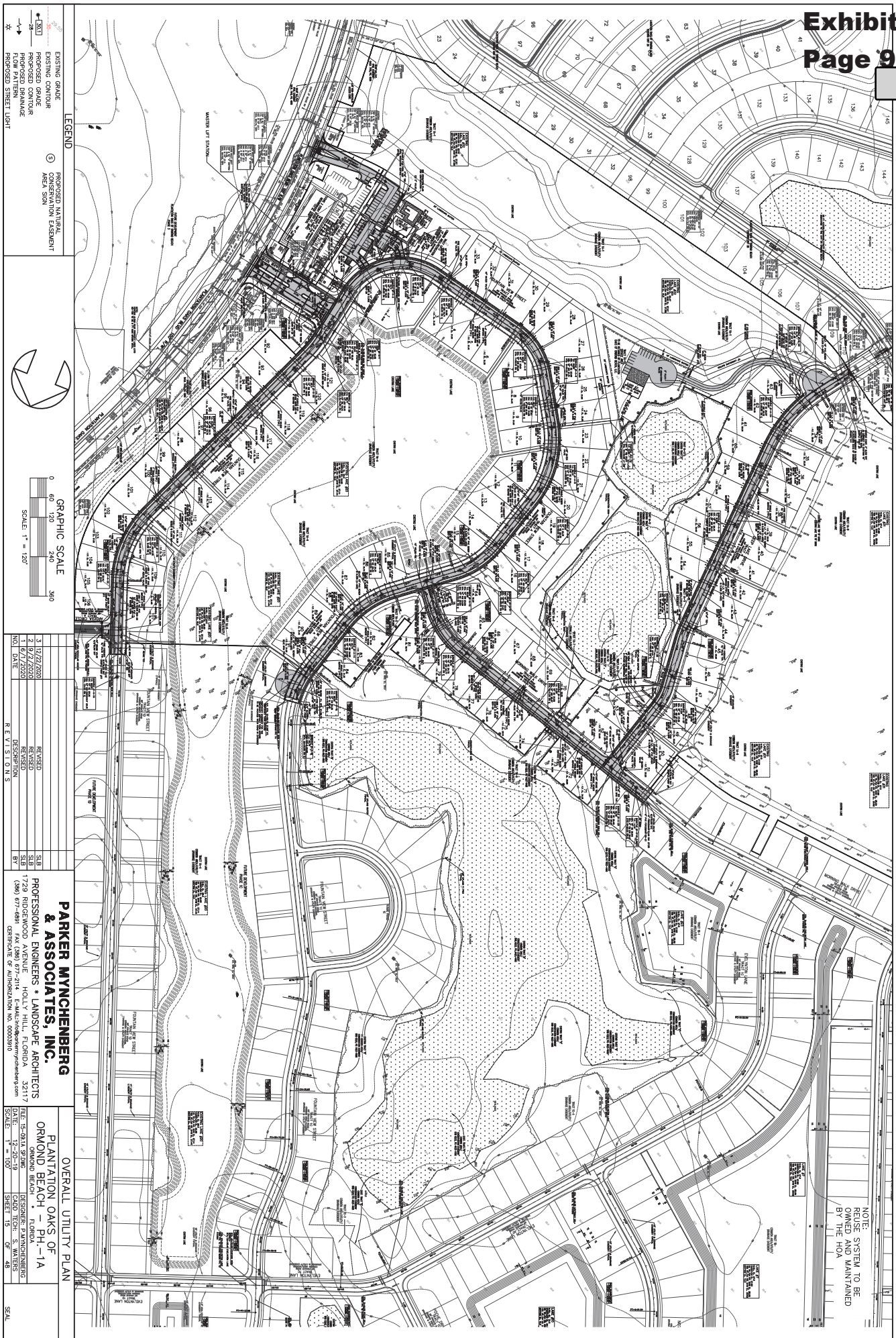
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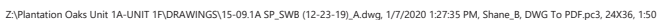
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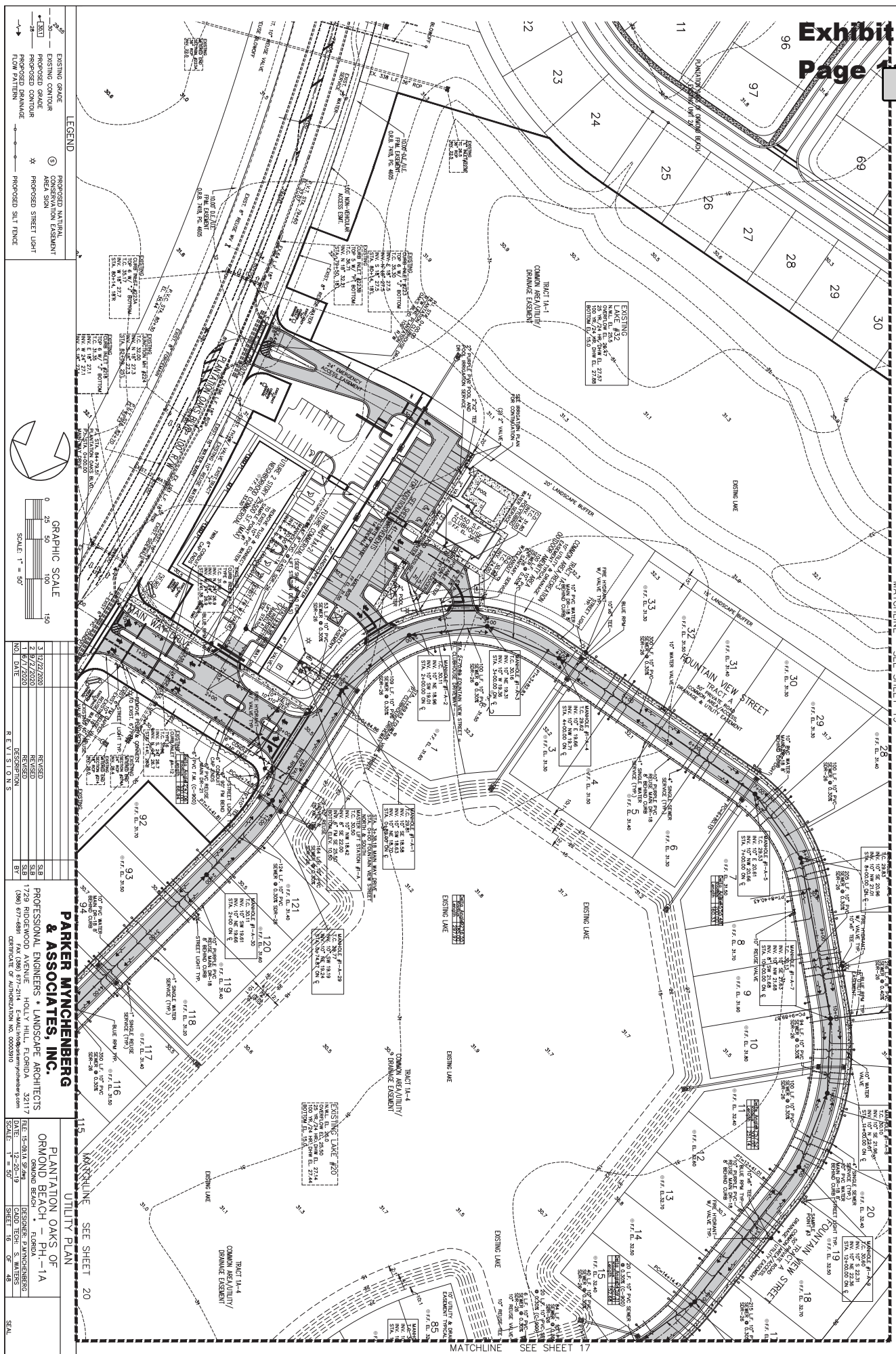
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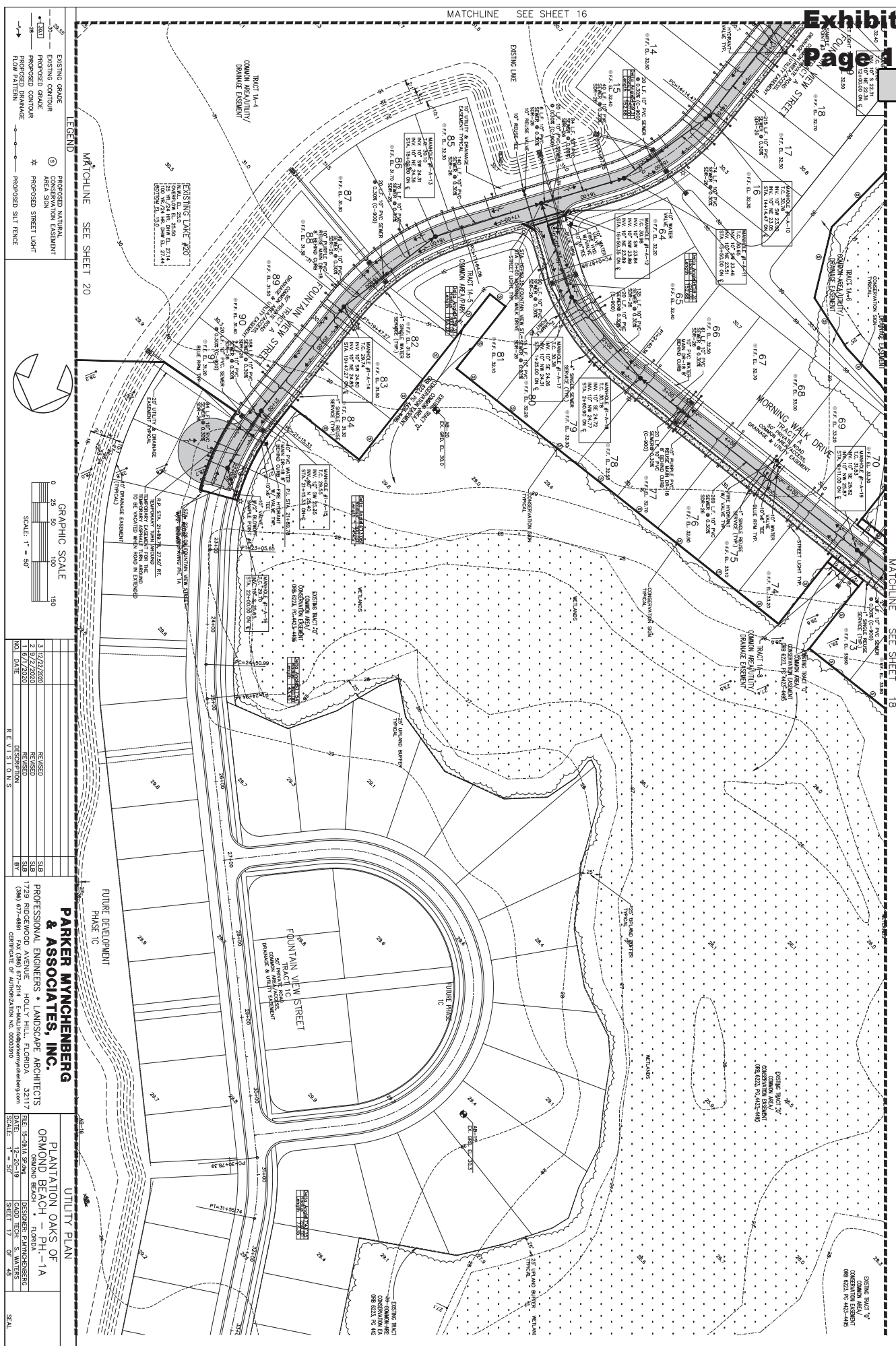
CIVIL PLAN

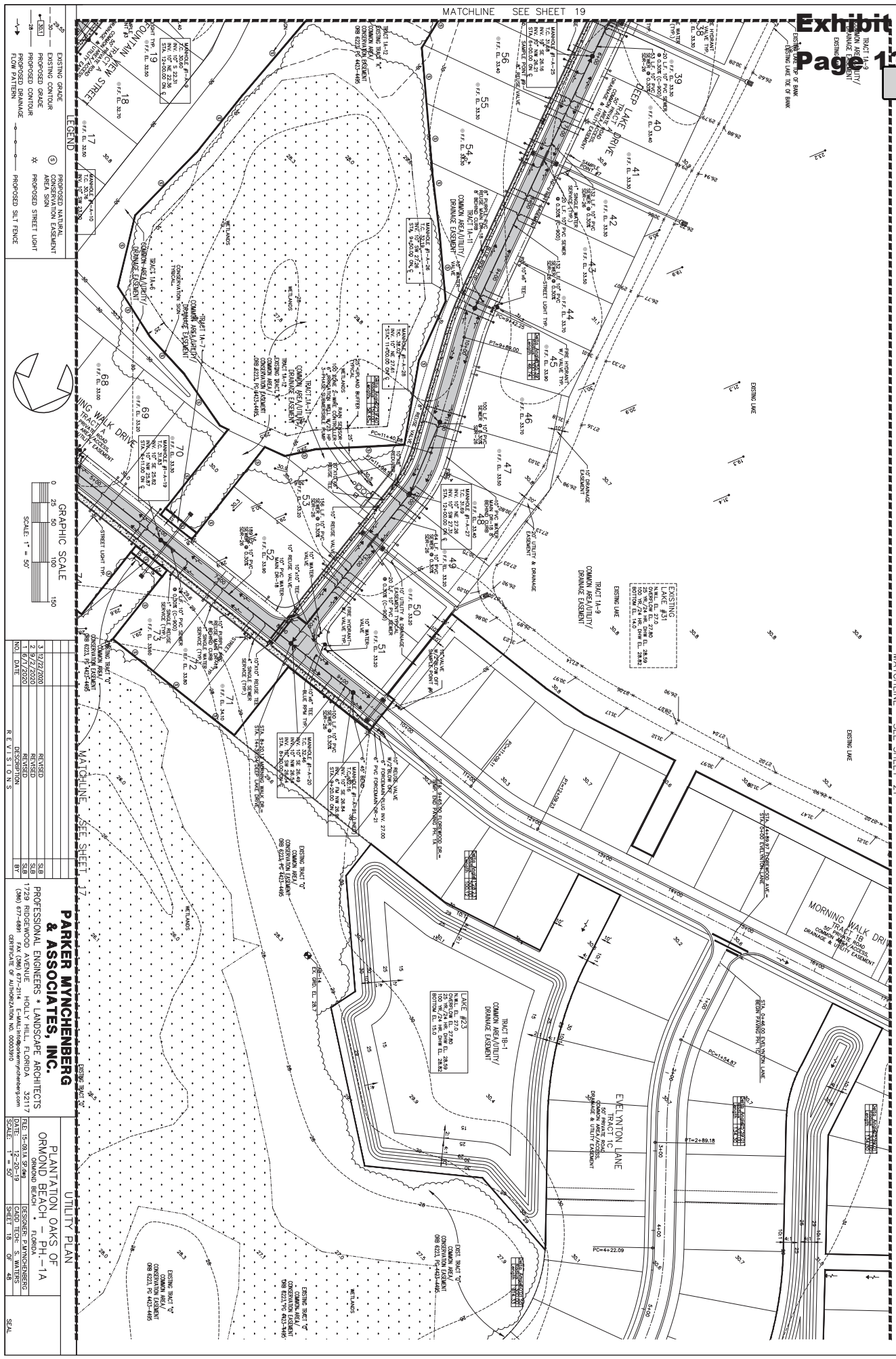












- LEGEND
- EXISTING GRADE
 - PROPOSED GRADE
 - PROPOSED CONTOUR
 - PROPOSED STREET LIGHT
 - PROPOSED UTILITY
 - PROPOSED SLIT FENCE

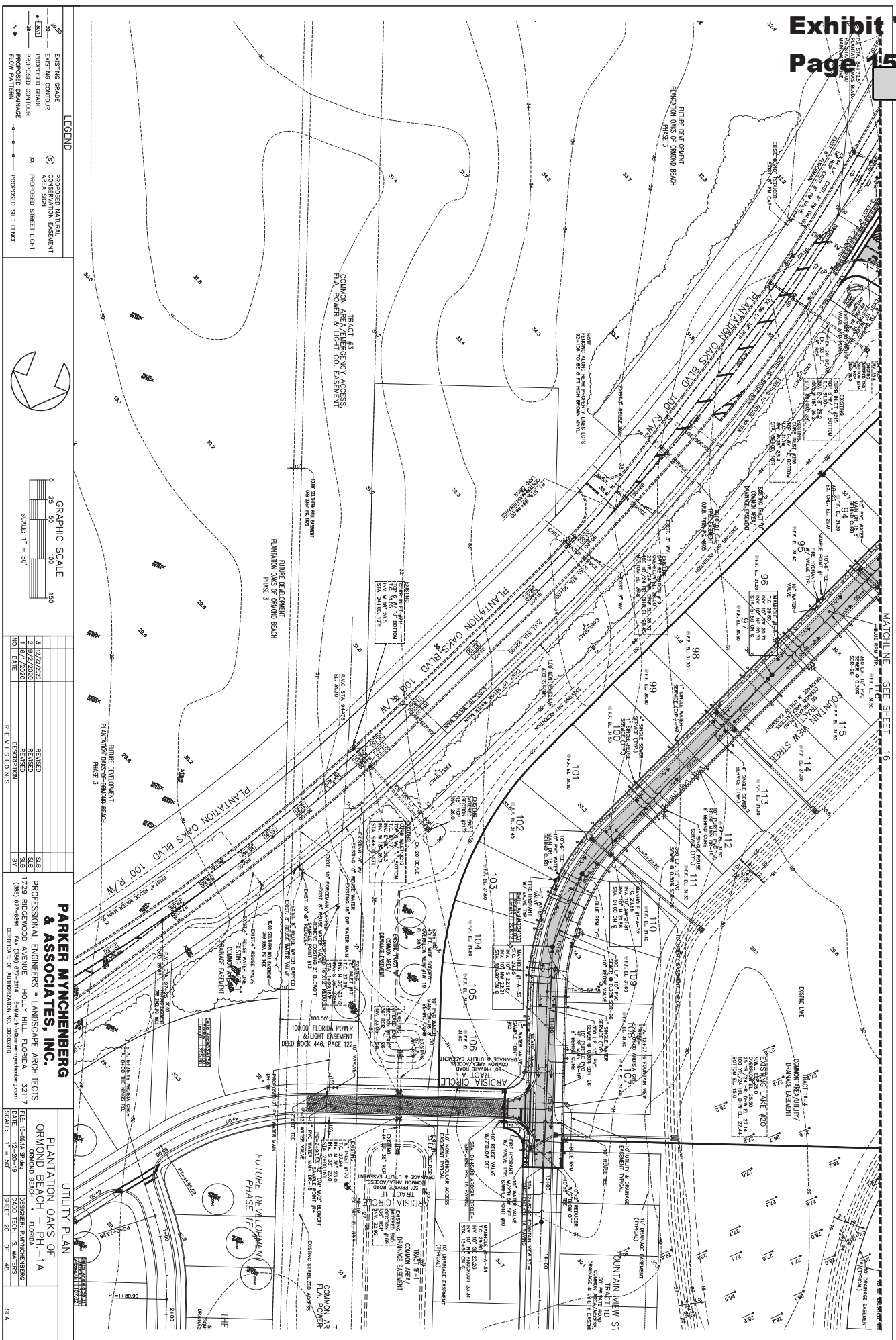


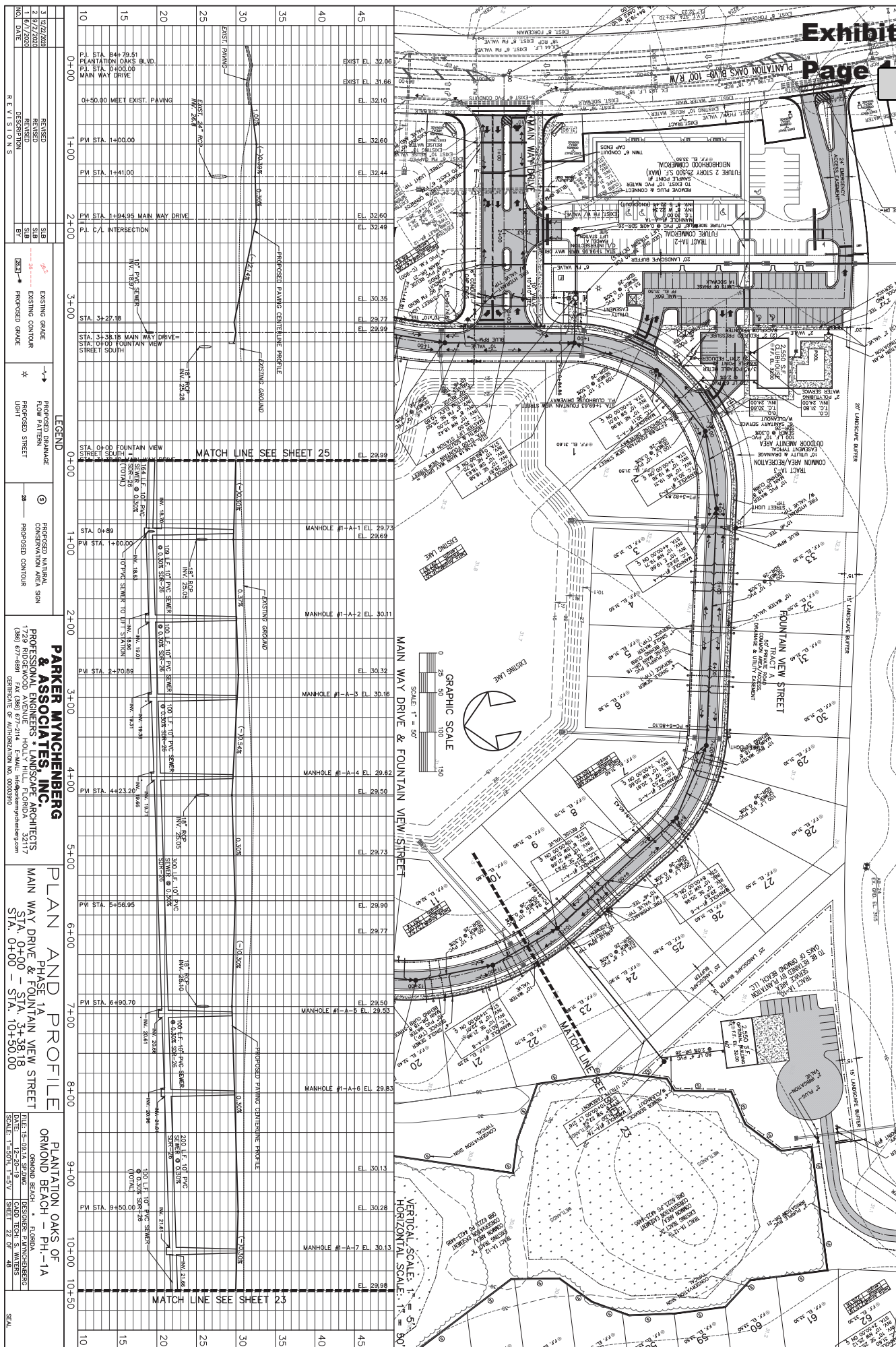
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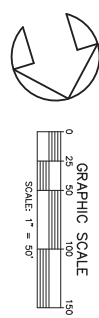
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2	6/1/2020	REVISED	S.S.
3	6/1/2020	DESIGNATION	S.S.

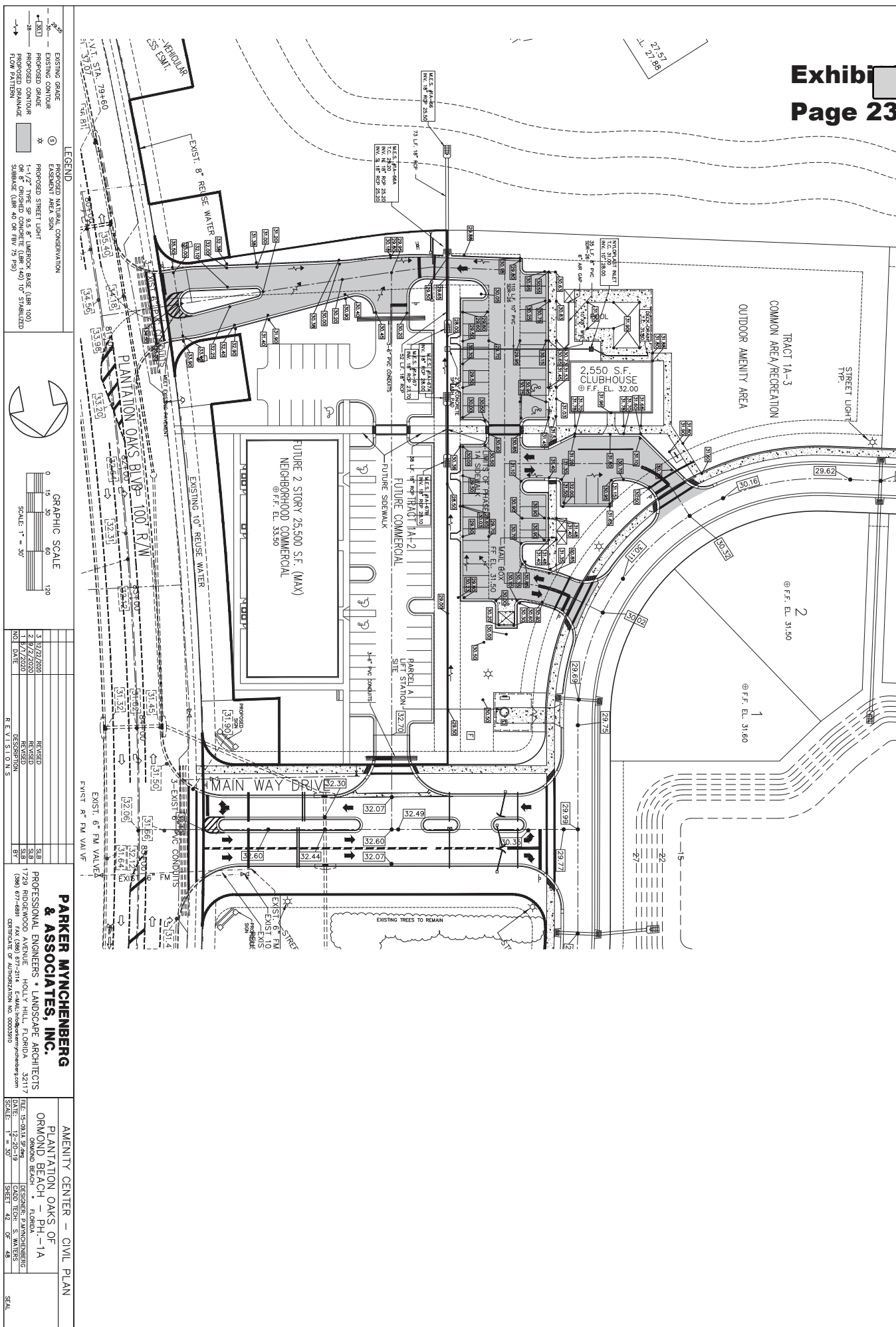
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-4861 FAX (386) 677-2171 EMAIL: info@parkermyncnberg.com

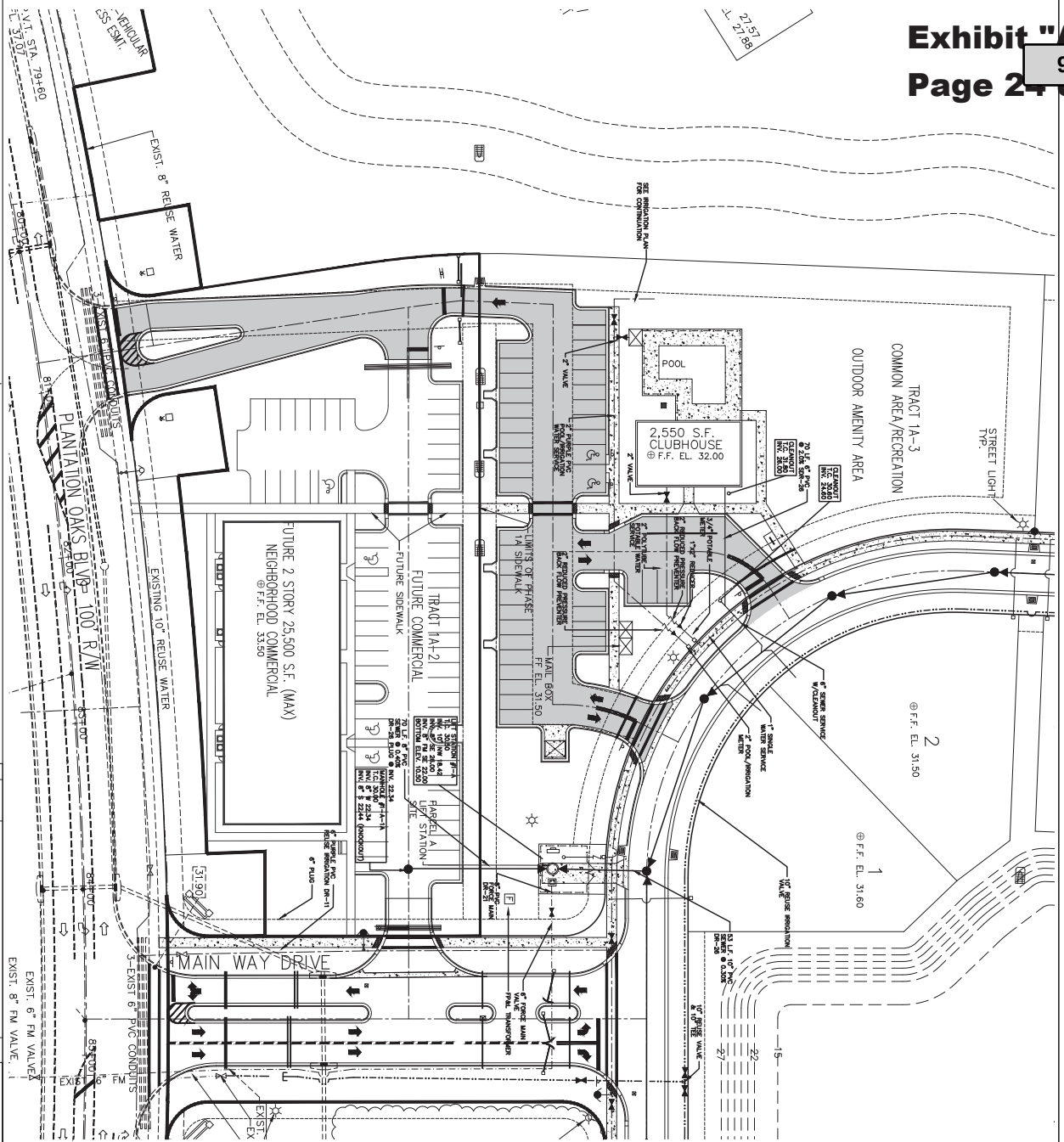
UTILITY PLAN
PLANTATION OAKS OF ORMOND BEACH, FLORIDA
DATE: 12-20-19
DESIGNER: PARKER MYNCHENBERG
CADD TECH: S. WATERS
SHEET: 19 OF 46





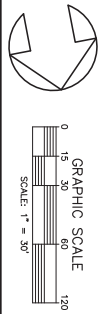






LEGEND

---	PROPOSED WATER
---	PROPOSED REUSE WATER
---	PROPOSED FORCE MAIN
---	PROPOSED SEWER (DIRECTION OF FLOW)
---	PROPOSED STORM MAIN



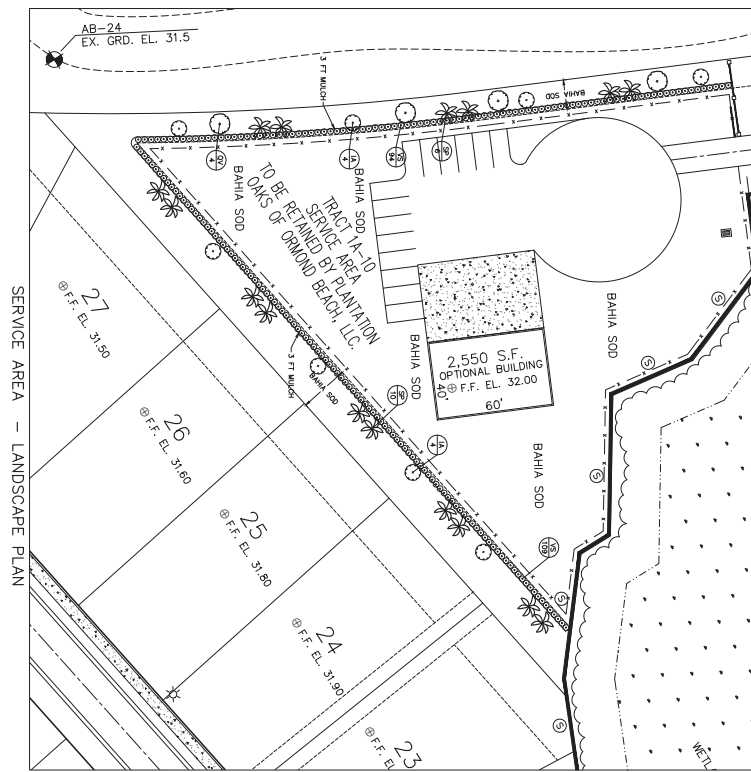
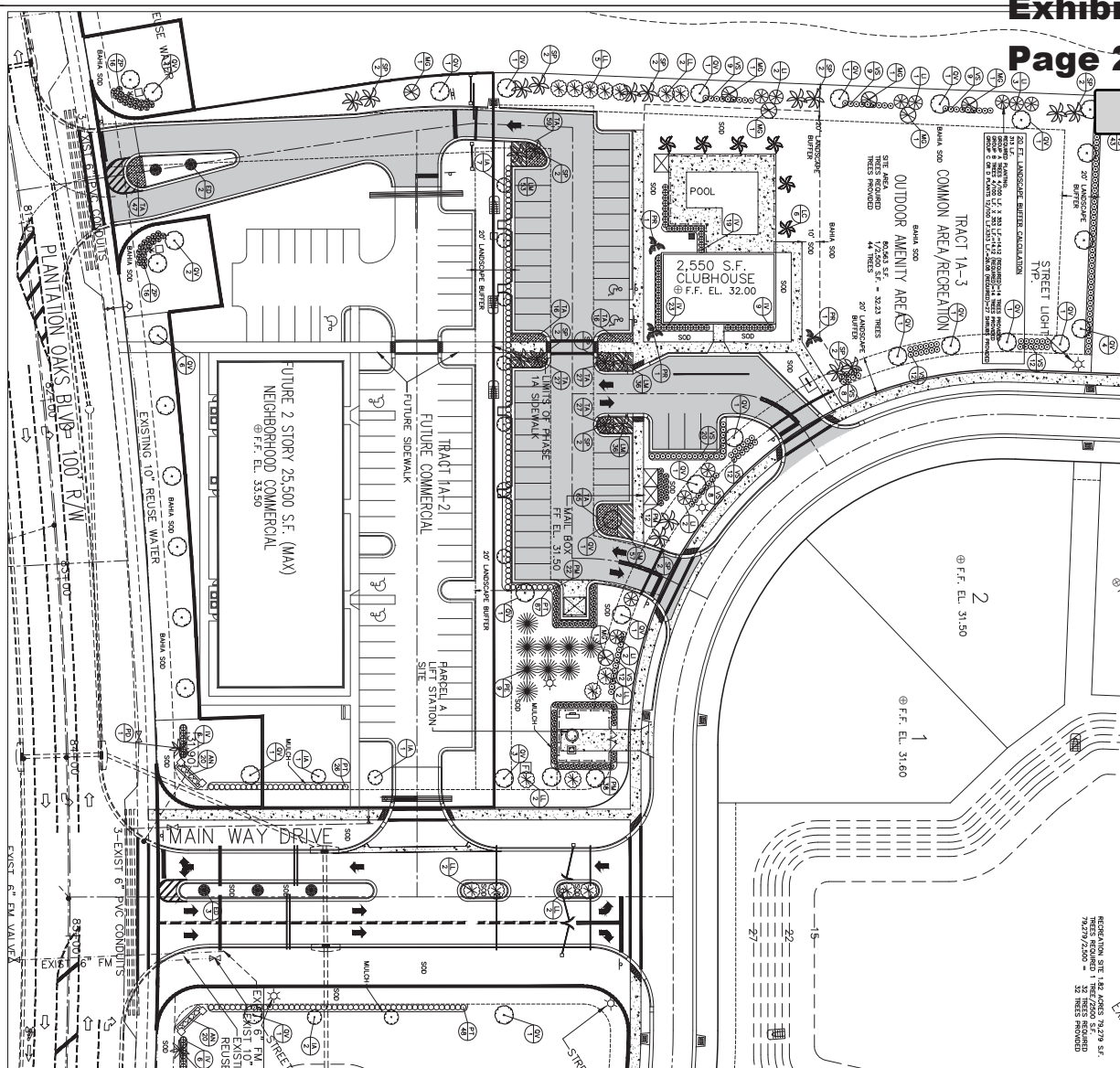
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4	2/17/2020	REVISED	S.B.

R.E.V.I.S.I.O.N.S.

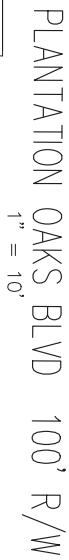
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE • HOLLY HILL, FLORIDA 32117
(407) 570-0400 • www.parkermyncnberg.com
CERTIFICATE OF AUTHORIZATION NO. 0000390

AMENITY CENTER - UTILITY PLAN
PLANTATION OAKS OF ORMOND BEACH - PH-1A
DESIGNER: PARKER MYNCHENBERG
SCALE: 1" = 30'
SHEET: 24 OF 27
SEAL

9.A.b



PLANT LIST - AMENITY AREA			
SYMBOL	COMMON NAME	SIZE	NOTES
1	SP. PALM	12' - 18' HIGH	
2	SP. PALM	12' - 18' HIGH	
3	SP. PALM	12' - 18' HIGH	
4	SP. PALM	12' - 18' HIGH	
5	SP. PALM	12' - 18' HIGH	
6	SP. PALM	12' - 18' HIGH	
7	SP. PALM	12' - 18' HIGH	
8	SP. PALM	12' - 18' HIGH	
9	SP. PALM	12' - 18' HIGH	
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11	SP. PALM	12' - 18' HIGH	
12	SP. PALM	12' - 18' HIGH	
13	SP. PALM	12' - 18' HIGH	
14	SP. PALM	12' - 18' HIGH	
15	SP. PALM	12' - 18' HIGH	
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42	SP. PALM	12' - 18' HIGH	
43	SP. PALM	12' - 18' HIGH	
44	SP. PALM	12' - 18' HIGH	
45	SP. PALM	12' - 18' HIGH	
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50	SP. PALM	12' - 18' HIGH	
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52	SP. PALM	12' - 18' HIGH	
53	SP. PALM	12' - 18' HIGH	
54	SP. PALM	12' - 18' HIGH	
55	SP. PALM	12' - 18' HIGH	
56	SP. PALM	12' - 18' HIGH	
57	SP. PALM	12' - 18' HIGH	
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59	SP. PALM	12' - 18' HIGH	
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65	SP. PALM	12' - 18' HIGH	
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67	SP. PALM	12' - 18' HIGH	
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69	SP. PALM	12' - 18' HIGH	
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71	SP. PALM	12' - 18' HIGH	
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73	SP. PALM	12' - 18' HIGH	
74	SP. PALM	12' - 18' HIGH	
75	SP. PALM	12' - 18' HIGH	
76	SP. PALM	12' - 18' HIGH	
77	SP. PALM	12' - 18' HIGH	
78	SP. PALM	12' - 18' HIGH	
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81	SP. PALM	12' - 18' HIGH	
82	SP. PALM	12' - 18' HIGH	
83	SP. PALM	12' - 18' HIGH	
84	SP. PALM	12' - 18' HIGH	
85	SP. PALM	12' - 18' HIGH	
86	SP. PALM	12' - 18' HIGH	
87	SP. PALM	12' - 18' HIGH	
88	SP. PALM	12' - 18' HIGH	
89	SP. PALM	12' - 18' HIGH	
90	SP. PALM	12' - 18' HIGH	
91	SP. PALM	12' - 18' HIGH	
92	SP. PALM	12' - 18' HIGH	
93	SP. PALM	12' - 18' HIGH	
94	SP. PALM	12' - 18' HIGH	
95	SP. PALM	12' - 18' HIGH	
96	SP. PALM	12' - 18' HIGH	
97	SP. PALM	12' - 18' HIGH	
98	SP. PALM	12' - 18' HIGH	
99	SP. PALM	12' - 18' HIGH	
100	SP. PALM	12' - 18' HIGH	



NOTE: PLANT MATERIAL SIZES WILL FOLLOW THE VOLUSA COUNTY ORDINANCE PER APPROVED PUD DEVELOPMENT AGREEMENTS OF 12/24/2002 AND 1-27-2012.

GRAPHIC SCALE

0 15 30 60 120

SCALE: 1" = 30'

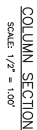
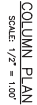
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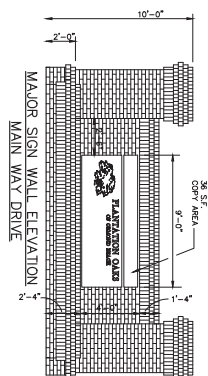
REVISIONS

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@arkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NO. 00003910

ORMOND BEACH - PH.-1A
ORMOND BEACH * FLORIDA

FILE: 15-09.1A Sp.dwg	DESIGNER: P.MYCHENBERG
DATE: 12-20-19	CADD TECH: S. WATERS
SCALE: 1" = 10'	SHEET 48 OF 48





PLANT MATERIAL SIZES WILL FOLLOW THE VOLUSA COUNTY ORDINANCE PER APPROVED PUD DEVELOPMENT AGREEMENTS OF 12/24/2002 AND 1-27-2012.

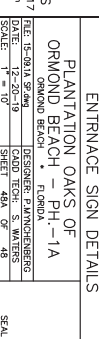


EXHIBIT "B"
Page 1 of 11

PLANTATION OAKS PHASE 1A

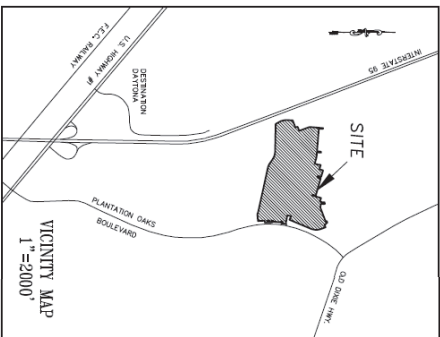
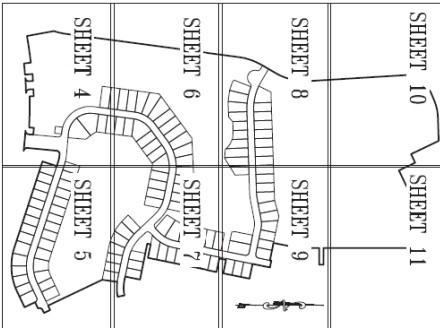
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

DESCRIPTION:

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

KEY MAP
1"=400'



PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS



(366) 761-3385
LICENSED BUSINESS CERTIFICATION NO. 3019

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2020, THIS PLAN WAS APPROVED.

CITY ATTORNEY
CITY OF OSMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLEIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE DAY OF 2020.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

MAP BOOK:____ PAGE:____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE SIGNERS OF SUNDAY BEACH, LLC, A BONA FIDE LIMITED LIABILITY COMPANY, BEING THE OWNERS IN ITS SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "PLANTATION SHS PHASE 1A," LOCATED IN THE CITY OF ORANGE BEACH, VOLusia COUNTY, FLORIDA, HEREBY DEDICATE SAID LANDS FOR THE USES AND PURPOSES HEREIN EXPRESSED.

TRACT A, SHOW HEREON AS (OWNED) RIGHT, PLANTATION VIEW STREET, WORNING WALK DRIVE, DEEP LAKE DRIVE, A 50 FOOT MEASUREMENT, RIGHT OF WAY, IS HEREBY GRANTED TO THE PLANTATION COMPANY, AND THE COMPANY SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF IN ACCESS AND UTILITY EASEMENTS LOCATED OVER TRACT A FOR MAINTENANCE OF CITY OWNED UTILITIES.

PARCEL "A" (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORONO BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF;

TRACTS 1A-1, 1A-4, 1A-6, 1A-7, 1A-8, 1A-9, AND 1A-11 ARE HEREBY GRANTED IN FEE TO THE PLANTATION CO. OF ORONO BEACH PHASE I HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, DRAINAGE AND UTILITIES.

TRACT 1A-3 IS HEREBY GRANTED IN FEE TO THE PLANTATION OAKS OF OAKLAND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA AND RECREATION.

TRACT 1A-5 ARE HEREBY GRANTED IN FEE TO THE PLANTATION OAKS OF OROVAL BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA AND PARK.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2020 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

PARKER WINCHENBERG, MANAGER

PRINT NAME _____ PLANTATION OAKS OF ORMOND BEACH LLC,
A FLORIDA LIMITED LIABILITY COMPANY
PRINT NAME _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 29th day of August, 2009.

DATE _____
 OFFICIAL _____
 COUNTY PUBLIC _____
 SEAL _____

MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, AND THAT THE SURVEY WAS MADE UNDER MY PERSONAL DIRECTION AND SUPERVISION AND THAT THE

SURVEY DATA CONTAINED HEREIN COMPLETES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLETED WITH THE REQUIREMENTS OF CHAPTER 177 (0917) REGARDING "PERMANENT REFERENCE MONUMENTS." THAT THE LAND IS LOCATED WITHIN THE CITY OF ORLANDO BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER/PLANNING TO SECTION 172(01) OF THE FLORIDA STATUTES.

JEFF W. BARNES P.S.M. 55/76
LUDER & ASSOCIATES INC.

SEAL

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "PLANTATION OAKS PHASE 1A," FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

COUNTY REGISTERED _____ DATE: _____ 2020. SEAL

CERTIFICATE OF APPROVAL BY THE CITY OF OAKLAND BEACH

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2020, THE CITY OF OAKLAND BEACH APPROVED THE FOREGOING PLAN.

BY: _____ MAYOR

ATTEST: _____, CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2020, THIS PLAT WAS

APPROVED _____
BY: _____
CITY ENGINEER
CITY OF ORLANDO BEACH, FLORIDA

SHEET 1 OF 11

EXHIBIT "B"
Page 2 of 11

PLANTATION OAKS PHASE 1

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

GENERAL NOTES:

- THE BEARING REFERENCE, 89-97-17 ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.
2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) TO BE ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, EASEMENTS AND COMMON AREAS.
3. ■ DEPOSITS PERMANENT REFERENCE MONUMENT (4'x4' CONCRETE MONUMENT WITH DISK STAMPED PM, LA 3019 UNLESS OTHERWISE NOTED).
4. ■ DEPOSITS PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PGP LA 3019 UNLESS OTHERWISE NOTED).
5. NOTICE: THIS PLAT IS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. ARTICLES OF INCORPORATION FOR PLANTATION OAKS OF ORMOND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ____ PAGES ____ COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK ____ PAGES ____
7. TRACT 14-12 IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R. 6223, PAGES 4423 - 4465 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 70.06 OF THE FLORIDA STATUTES.
8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.
9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DEMANDS THEREOF AND REFER TO THE HORIZONTAL PLANE.
10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
11. ALL PLATTED UTILITY EASEMENTS SHALL PROVE THAT SUCH EASEMENTS SHALL ALSO BE RESPONSIBLE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH INTERFERENCE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY SUCH AS CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL EASEMENT REFERENCE PLAN AND BE DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH LA. RESOLUTION NO. 2001-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4702, AND NOTICES OF VARIANCE AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6286, PAGE 5708, FURTHER AMENDED BY PUBLIC RECORDS BOOK 6320, PAGE 1108, AND PUBLIC RECORDS BOOK 6534, PAGE 2025 OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 7201, PAGE 1722 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1722, O.R. BOOK 7265, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND O.R. BOOK ____ PAGE ____ PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 376, BEING 376-137, MONTERED BY RESOLUTION NO. 199-199, RECORDED IN OFFICIAL RECORDS BOOK 3070, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5063, PAGE 4663 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 503, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. ALL UTILITY EASEMENTS ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.
16. THIS PLAT IS SUBJECT TO THE DELEGATION OF RESTRICTIVE COVENANTS (NATIONAL CARBONS) RECORDED IN O.R. BOOK 4392, PAGE 1444, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN OUI LA CLAU DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
18. THE TOPOGRAPHY TURN-AROUND EASEMENT SHOWN ON SHEET 9 OF 11, TO BE VACATED UPON ROAD EXPANSION.
19. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE PLANTATION OAKS PHASE 1 HOMEOWNERS ASSOCIATION INC.
20. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT, CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY UTILITY LINES WITHIN TRACT A UTILITY EASEMENT.
- LAND USE REGULATIONS:
LOT 1-1-21
CONV. 1054

LAND USE TABULATIONS:

[illegible]

PRIVATE ROADS
MAIN WAY DRIVE

MAIN WALK DRIVE
FOUNTAIN VIEW STREET
MORNING WALK DRIVE
DEEP LAKE DRIVE.

SET BACKS

FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

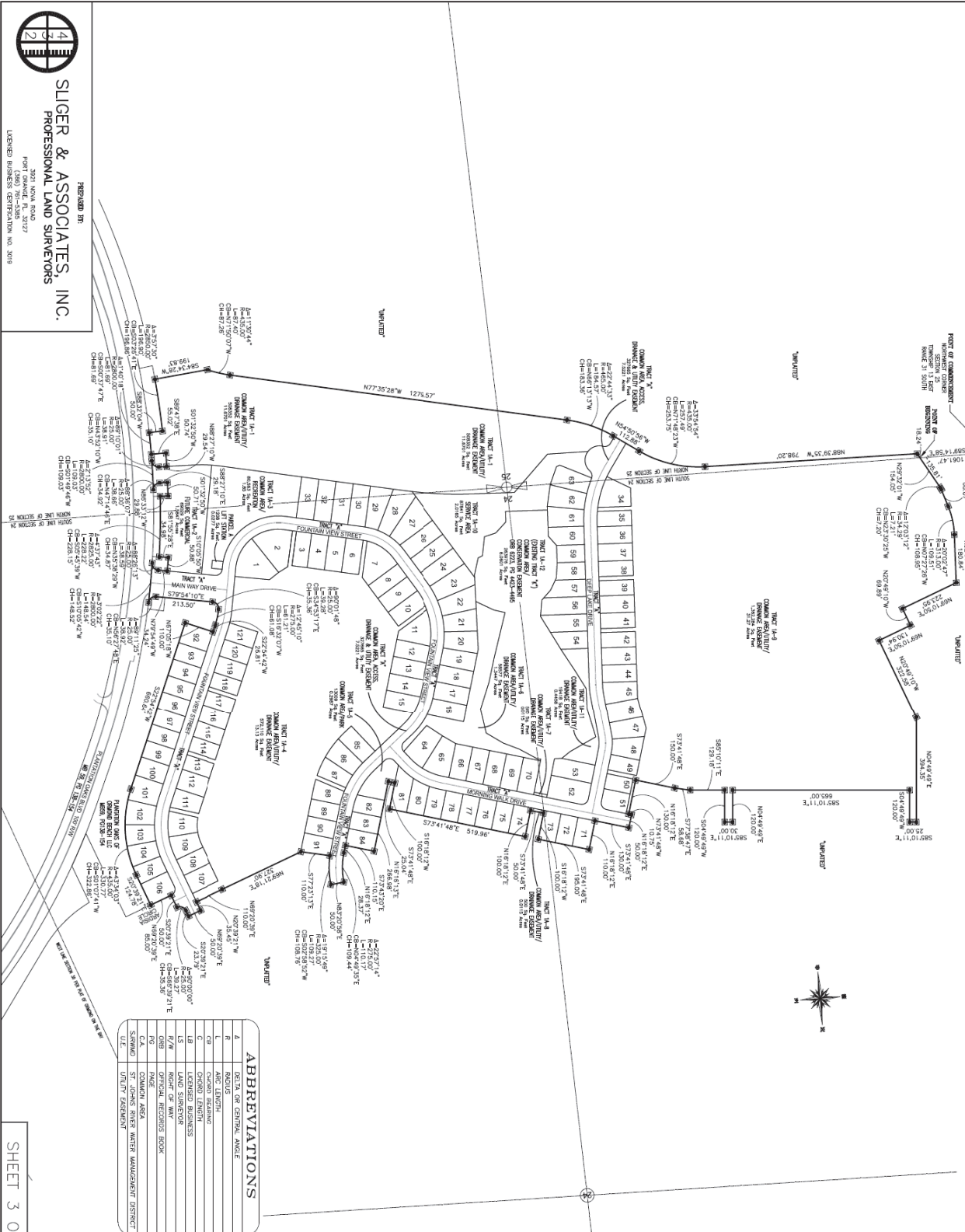
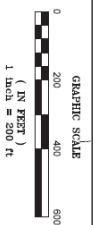
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 2019

EXHIBIT "B"
Page 3 of 11

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: _____ PAGE: _____



ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CURVED BEARING
C	CURVED LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
B/W	BROAD OR WAY
DBB	OFFICIAL RECORDS BOOK
PC	PAGE
CA	CADMAN AREA
SR	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
UE	UTILITY EQUIPMENT

EXHIBIT "B"
Page 4 of 11

PLANTATION OAKS PHASE 1A
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF OROMOND BEACH, VOLusia COUNTY, FLORIDA

MAP BOOK: --- PAGE: ---
GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

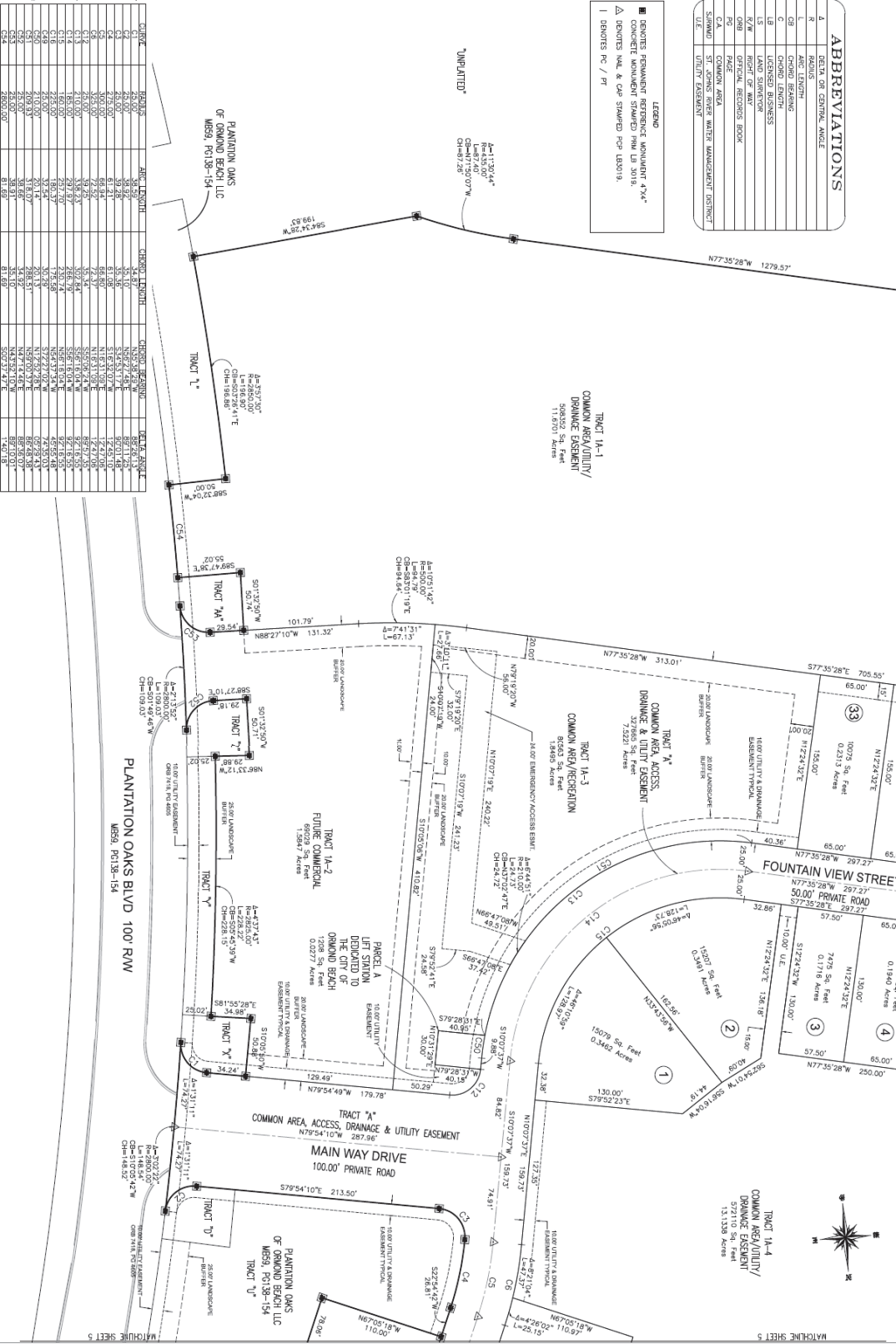
MATCHLINE SHEET 5

MATCHLINE SHEET 6

ABBREVIATIONS

A	DETA OR CENTRAL ANGLE
R	RADIUS
SP	STANDARD
GO	GRAND OPENING
LB	LAND BUSINESS
LS	LAND SURVEYOR
PA	PLANTATION
PG	PLANNING
CA	COMMON AREA
ST	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
UE	UTILITY EASEMENT

LEGEND
■ DENOTES PLANNING DISTRICTS BOUNDARY 4744'
△ DENOTES UTL & CPE STAMPED PGP 180019
I DENOTES PC / PT

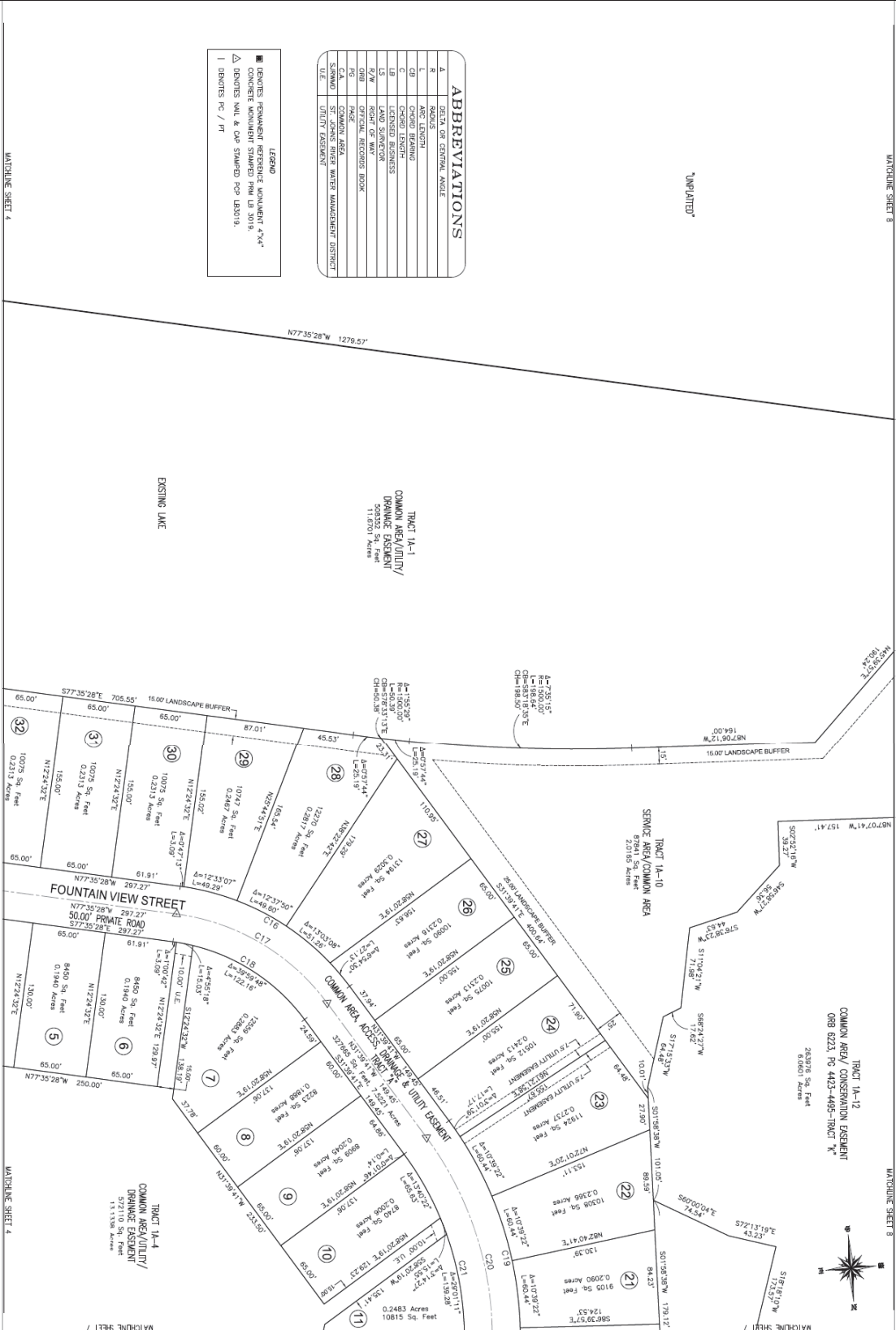
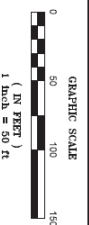


CURVE	BEARINGS	ARC LENGTH	CHORD LENGTH	DETA ANGLE
C1	N77°35'28\"	313.01'	313.01'	88°25'52\"
C2	N77°35'28\"	313.01'	313.01'	88°25'52\"
C3	N77°35'28\"	313.01'	313.01'	88°25'52\"
C4	N77°35'28\"	313.01'	313.01'	88°25'52\"
C5	N77°35'28\"	313.01'	313.01'	88°25'52\"
C6	N77°35'28\"	313.01'	313.01'	88°25'52\"
C7	N77°35'28\"	313.01'	313.01'	88°25'52\"
C8	N77°35'28\"	313.01'	313.01'	88°25'52\"
C9	N77°35'28\"	313.01'	313.01'	88°25'52\"
C10	N77°35'28\"	313.01'	313.01'	88°25'52\"
C11	N77°35'28\"	313.01'	313.01'	88°25'52\"
C12	N77°35'28\"	313.01'	313.01'	88°25'52\"
C13	N77°35'28\"	313.01'	313.01'	88°25'52\"
C14	N77°35'28\"	313.01'	313.01'	88°25'52\"
C15	N77°35'28\"	313.01'	313.01'	88°25'52\"
C16	N77°35'28\"	313.01'	313.01'	88°25'52\"
C17	N77°35'28\"	313.01'	313.01'	88°25'52\"
C18	N77°35'28\"	313.01'	313.01'	88°25'52\"
C19	N77°35'28\"	313.01'	313.01'	88°25'52\"
C20	N77°35'28\"	313.01'	313.01'	88°25'52\"
C21	N77°35'28\"	313.01'	313.01'	88°25'52\"
C22	N77°35'28\"	313.01'	313.01'	88°25'52\"
C23	N77°35'28\"	313.01'	313.01'	88°25'52\"
C24	N77°35'28\"	313.01'	313.01'	88°25'52\"

EXHIBIT "B"
Page 6 of 11

PLANTATION OAKS PHASE 1A
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



ABBREVIATIONS

A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
DB	DEED BOOK
C	CORNER LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
OW	OWNER OF WAY
PC	POWER OF ATTORNEY
PG	PAGE
CA	COMMON AREA
ST	ST. JAMES RIVER WATER MANAGEMENT DISTRICT
UT	UTILITY EASEMENT

LEGEND

■	DENOTES PERMANENT REFERENCE MONUMENT 4"x4"
▲	CONCRETE MONUMENT STAMPED PMN LB 3018
△	DENOTES NAIL & CAP STAMPED POP LB3019
	DENOTES PC / PT



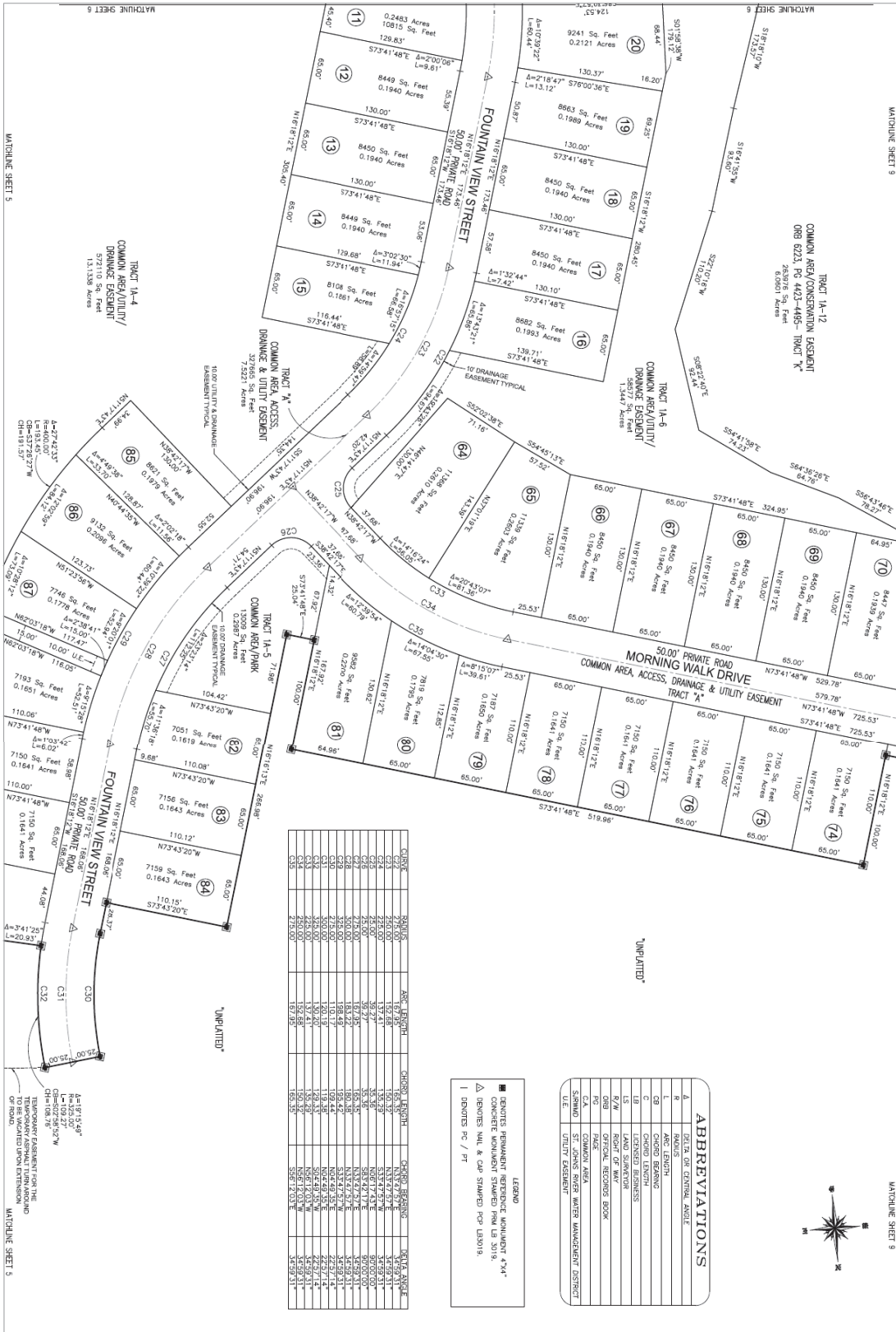
REGISTERED BR.
SLUGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

2921 NOVA ROAD
PORT JEFFERSON, FL 32051
(904) 791-1300
LICENSED BUSINESS CERTIFICATION NO. 3078

LOT	ACRES	AREA (SQ. FEET)	PERCENT OF TOTAL	DEED BOOK	DATE
1	0.0000	0.00	0.00%		
2	0.0000	0.00	0.00%		
3	0.0000	0.00	0.00%		
4	0.0000	0.00	0.00%		
5	0.0000	0.00	0.00%		
6	0.0000	0.00	0.00%		
7	0.0000	0.00	0.00%		
8	0.0000	0.00	0.00%		
9	0.0000	0.00	0.00%		
10	0.0000	0.00	0.00%		
11	0.0000	0.00	0.00%		
12	0.0000	0.00	0.00%		
13	0.0000	0.00	0.00%		
14	0.0000	0.00	0.00%		
15	0.0000	0.00	0.00%		
16	0.0000	0.00	0.00%		
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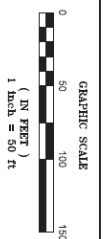
EXHIBIT "B"
Page 7 of 11

PLANTATION OAKS PHASE 1A
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

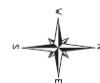


PLANTATION OAKS PHASE 1A
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE	BEARING	ARC LENGTH	CHORD BEARING	CHORD LENGTH	PIECE ANGLE
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C-46	N 23° 00' 00" E	450.00'	N 23° 00' 00" E	450.00'	0° 00' 00"
C-47	N 23° 00' 00" E	450.00'	N 23° 00' 00" E	450.00'	0° 00' 00"
C-48	N 23° 00' 00" E	450.00'	N 23° 00' 00" E	450.00'	0° 00' 00"
C-49	N 23° 00' 00" E	450.00'	N 23° 00' 00" E	450.00'	0° 00' 00"



MATCHLINE SHEET 10

MATCHLINE SHEET 10

MATCHLINE SHEET 9

ABBREVIATIONS	
A	ARC LENGTH
B	BEARING
L	LAND SURVEY
C	CHORD BEARING
D	CHORD LENGTH
LS	LAND SURVEY
R/W	RIGHT OF WAY
DRG	OFFICIAL RECORDS BOOK
PO	PLANTATION
C.A.	COMMON AREA
UT	UTILITY
UE	UTILITY EASEMENT

LEGEND	
■	DEPOTES REMANENT REFERENCE MONUMENT "X"
▲	CONCRETE MONUMENT STAMPED PER 18 2019
△	DEPOTES M&L & CAP STAMPED POP 182019
	DEPOTES PC / PT

MATCHLINE SHEET 6

MATCHLINE SHEET 6

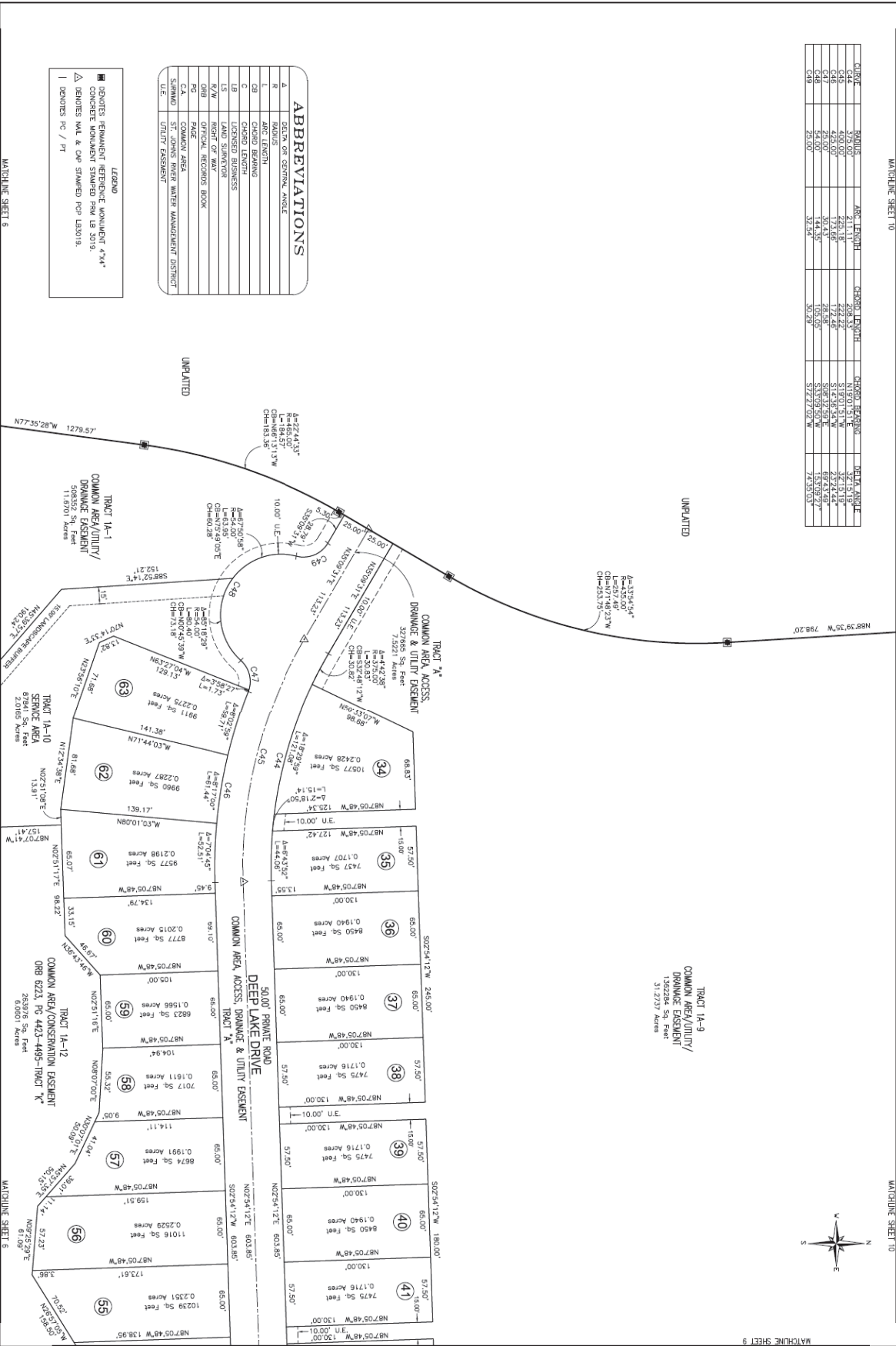
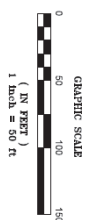


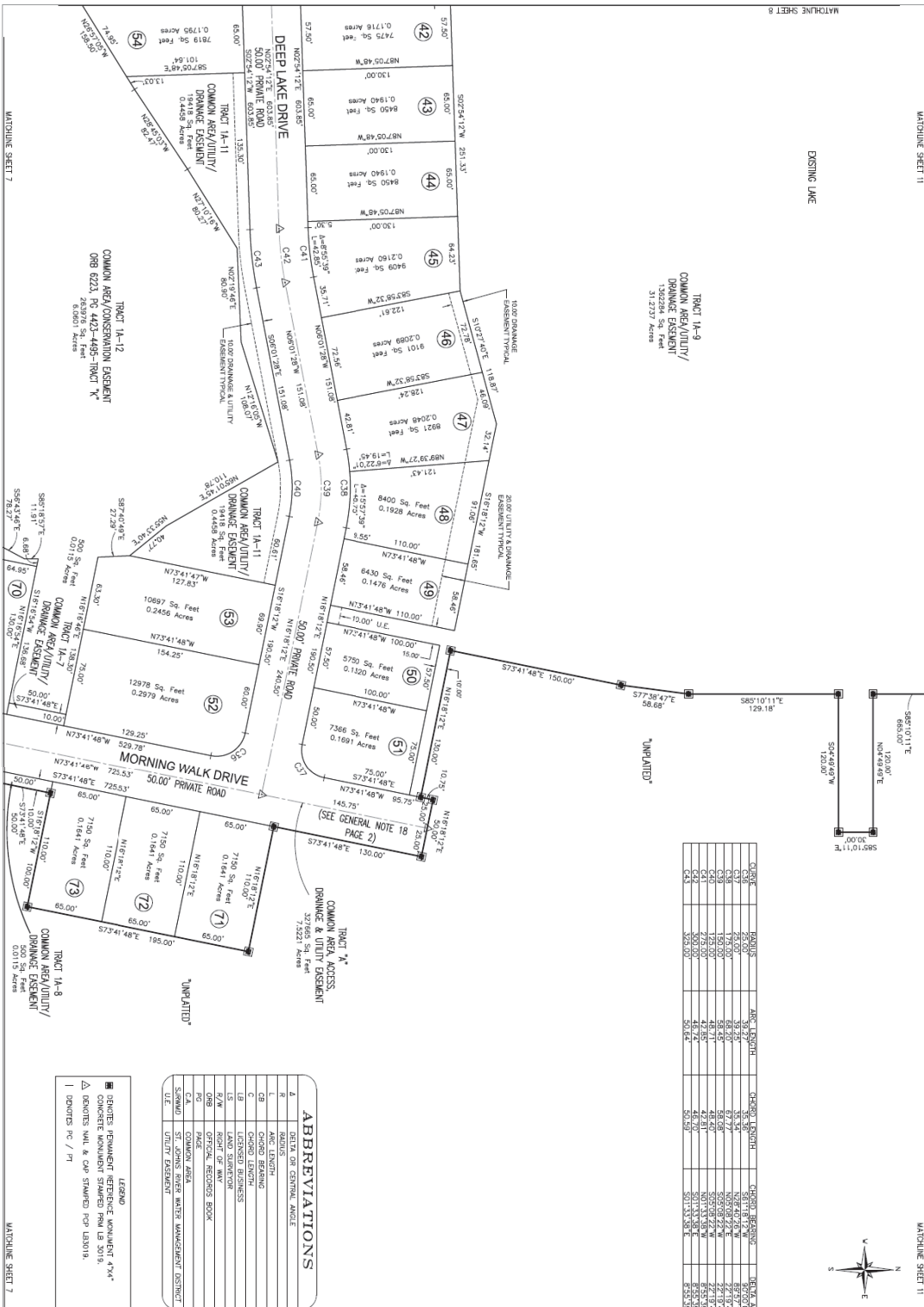
EXHIBIT "B"
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PLANTATION OAKS PHASE 1A
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



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ABBREVIATIONS

SYMBOL	DESCRIPTION
A	ACRES
B	BEARING
C	CHAIN
D	DEGREE
E	EAST
F	FOOT
G	GRAD
H	HUNDRED
I	INCH
J	JOINT
K	KILO
L	LINE
M	MILE
N	NORTH
O	ORIGIN
P	POINT
Q	QUARTER
R	RANGE
S	SECTION
T	TOWNSHIP
U	UNIT
V	VARIABLE
W	WEST
X	EXCESS
Y	YARD
Z	ZONE

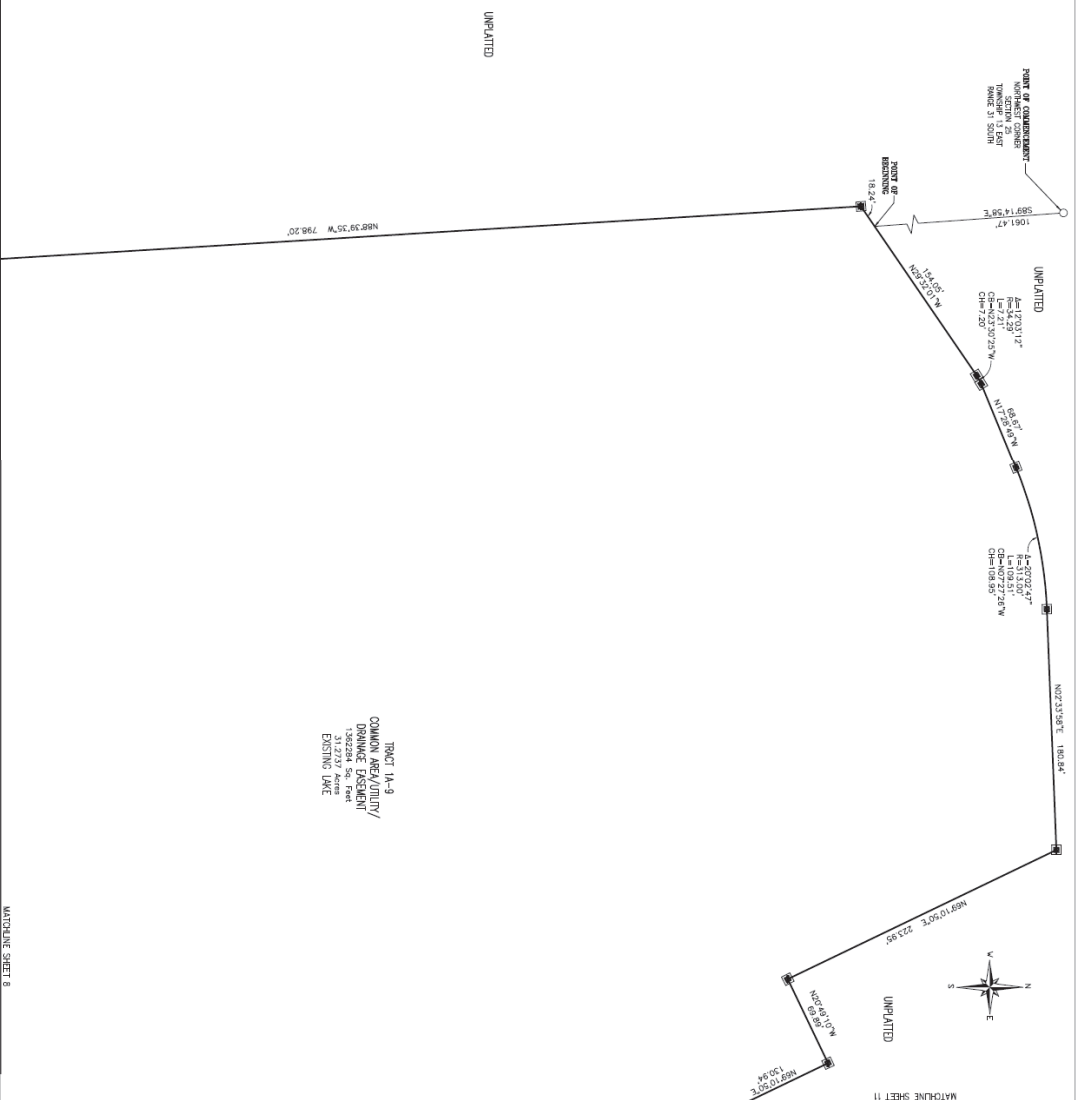
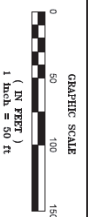
SYMBOL	DESCRIPTION
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2	CONCRETE MONUMENT
3	IRON PIPE MONUMENT
4	WOOD MONUMENT
5	STAMPED IRON PIPE MONUMENT
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7	STAMPED IRON PIPE MONUMENT
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20	STAMPED IRON PIPE MONUMENT

SLUGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3901 N.W. 10th Ave.
Fort Lauderdale, FL 33309
(954) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 2019

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYING
W	WATER
OB	OPTICAL BEARING
PC	PIACE
CA	COMMON AREA
SWMO	SAN JOHNS RIVER WATER MANAGEMENT DISTRICT
UE	UTILITY EASEMENT

LEGEND

- DENOTES PERMANENT REFERENCE MONUMENT 4"x4"
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△ DENOTES MAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT

MATCHLINE SHEET 8

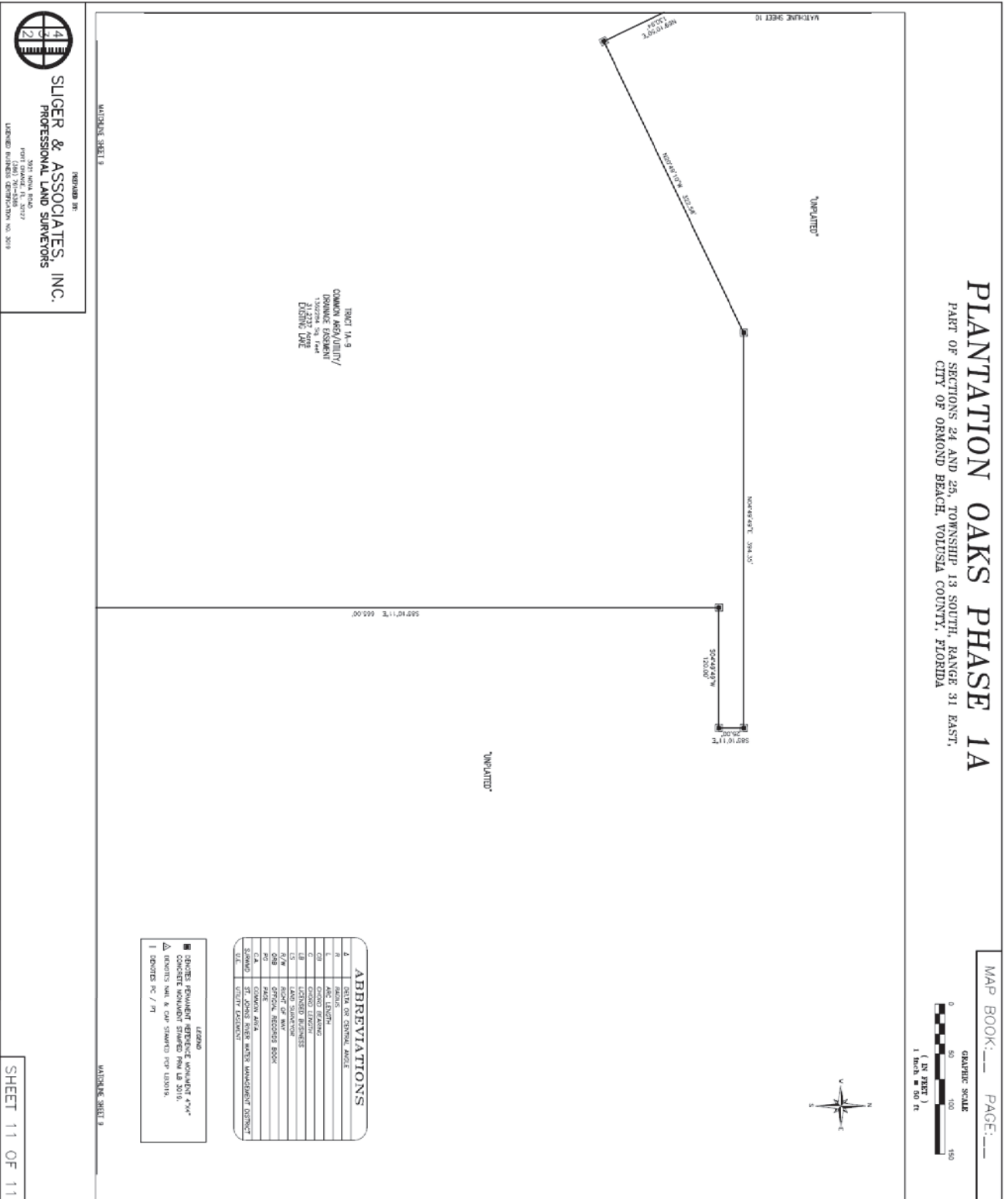
MATCHLINE SHEET 8



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

EXHIBIT "B"
Page 11 of 11



STAFF REPORT

City of Ormond Beach

Department of Planning

DATE: May 3, 2021

SUBJECT: Plantation Oaks of Ormond Beach – Phase 1A

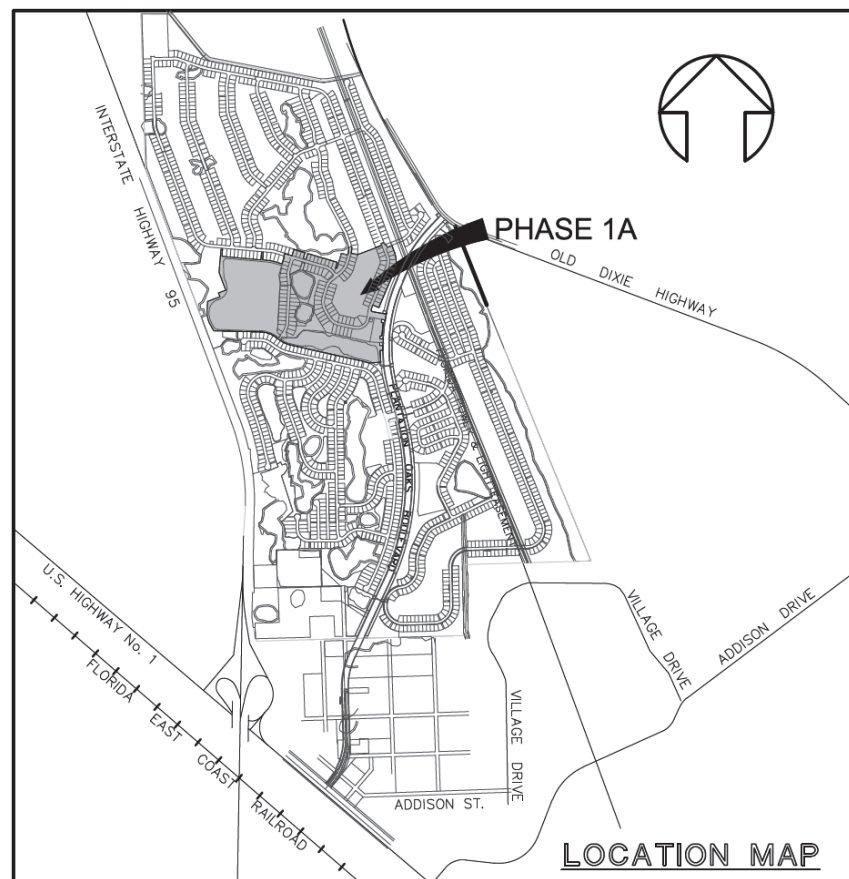
APPLICANT: Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach I, LLC

NUMBER: 2021-029

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach I, LLC for a preliminary plat for Plantation Oaks of Ormond Beach – Phase 1A consisting of 121 single-family lots on 100.91 acres. The preliminary plat is a technical review to allow the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The subdivision location is shown in Exhibit 1 below:

EXHIBIT 1:
Location Map



BACKGROUND: The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192 that authorized 3,930 residential units on 2,009 acres. The Development of Regional Impact was amended by Volusia County with Resolutions 1998-108, 2000-72, and 2001-229. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100’.

The Volusia County approvals for Plantation Oaks is as follows:

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site built, single-family, standard dwellings on fee simple lots. • Adult community with a minimum of 80% of the residents 55 years or older. • Project agreed to pay school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Page 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Page 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from unit 1A to Unit 2.

Action/Approval date	Description
January 19, 2012 Volusia County Council Resolution 2001-229 Book 6674, Pages 2025-2069	First major amendment to 2002 RPUD to: - Delete the requirement for standard dwelling units and allowed mobile homes. - Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: - Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. - Revision date for the new RPUD preliminary plan. - Revises the project phasing schedule. - Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: - Provide alternate school site and pre pay school impact fees for entire development. - Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. - Donate a 23.11 <u>14.35-acre</u> school site as indicated on the preliminary plan <u>adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site.</u>
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments as follows: RES #2002-199 Amendments - Amend Exhibit A “Legal Description”. - Amend exhibit B “typical 65x110 lot irrigation plan” RES#2012-24 Amendment. - Exhibit C “Signage” <u>adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.</u>

Action/Approval date	Description
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to RES#2002-199 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to RES#2002-199 and RES#2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings prior to the issuance of a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

This table summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 297155, Pages 4437-4462 Annexation Agreement	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	Annexation of 1,055.36± acres that is the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427 units.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	There are three parcels totaling 0.44± that were not included in the original annexation legal description that are owned by Plantation Oaks that were annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. Also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed

On April 20, 2021, there was a Volusia County agenda item that approved the purchase, for conservation purposes, of approximately 36 acres of property within the Phase 1 area of Plantation Oaks, from Old Dixie Highway to the FPL power line easement, north of Plantation Oaks Boulevard for a purchase price of \$988,000. The 76 lots within the Plantation Oaks development order that are part of the Volusia County purchase area, as shown on the concept plan, would be reallocated within the Phase 1 project.

ANALYSIS: The site is designated “Low Density Residential” (LDR) on the city’s Future Land Use Map and is zoned PRD (Planned Residential development) and incorporated the Volusia County approvals. The following table shows the surrounding land uses and zoning:

Exhibit 2: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
South	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
East	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
West	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)

The Plantation Oaks subdivision has developed as follows:

Exhibit 3: Plantation Oaks development

Phase	Unit	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, units under construction
2	B	Manufactured Home	125	Infrastructure construction
2	C	Manufactured Home	121	Approved, no construction
2	D	Manufactured Home	84	Approved, no construction
1	A	Single Family	121	Preliminary plat

Key aspects of the Plantation Oaks, Phase 1A subdivision include:

1. The subject property is a part of phase 1 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. The plat area includes the neighborhood commercial parcel that would provide a future development with a maximum building of 25,500 square feet.
4. There is a clubhouse, pool, and amenity area to the north of the neighborhood commercial area.
5. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that was platted with Plantation Oaks, Phase 1.

6. Tract 1A-9 is a 31.27 existing lake/stormwater area.
7. A public lift station is proposed.
8. Tract K contains a conservation easement of 6.06 acres.
9. The lot overall square footage are as follows:

Square footage of lot	Number of lots
5,000 – 5,999	1
6,000 – 6,999	7
7,000 – 7,999	44
8,000 – 8,999	34
9,000 - over	35

10. Lot widths:

Lot width in feet	Number of lots
50-59	19
60-69	80
70-79	11
80 or over	11

The process for the subdivision of land involves a two (2) step process, as discussed below:

1. **Preliminary Plat:** After a Planned Residential Development has been approved, the applicant's engineer performs detailed work in terms of the stormwater design, utilities, lot grading, and road layout. preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. The review is a technical review to make the determination that the plat is consistent with the Planned Residential Development approval. There are two options for development once a preliminary Plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat (LDC, Section 4-18(H)(1)). When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat. (LDC, Section 4-18(H)(2)). With this option the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney's office. The final plat would be recorded and the applicant would then construct the improvements.

3. **Final Plat:** The final plat is a legal document that is reviewed by an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Under Option 1 above, the City Commission would review and approve the plat after all improvements have been constructed. Under Option 2 above, the City Commission would review and approve the final plat with the preliminary plat.

The project has submitted the construction drawings for phase 1A of the Plantation Oaks subdivision.

CONCLUSION:

There are certain criteria that must be evaluated before a preliminary plat can be approved. According to Article I of the Land Development Code, The Planning Board shall consider the following in making its recommendation:

- (1) The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The Site Plan Review Committee has reviewed the proposed preliminary plat and it is consistent with the Land Development Code and the Planned Residential Development. After the project has completed the subdivision improvements, a final plat would be required with two (2) hearings before the City Commission. Any updates or changes that occur during construction would be included in the final plat.

- (2) The proposed development is consistent with the Comprehensive Plan.**

The property is designated "Low Density Residential" on the City's Future Land Use Map. The proposed preliminary plat is consistent with the land use designation and the City's Comprehensive Plan. The development is consistent with the following Comprehensive Plan polices:

Future land Use Element

OBJECTIVE 1.1.	Ensure the availability of adequate lands to meet the residential land use needs of the community.
POLICY 1.1.2.	Continue to promote sound planning for the location and design of new residential developments including on-site common open space and recreation facilities.

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.
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Housing Element

OBJECTIVE 1.1.	The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.
POLICY 1.2.1.	The general residential development pattern in the City should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.
POLICY 1.2.2.	Large scale residential development shall be required to provide a wide range of services and facilities in accordance with their relative size of development, in order to meet the needs of their residents and eliminate or reduce direct or indirect cost in providing such facilities by the general public.

(3)The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The subdivision is part of a master planned subdivision and will not adversely impact environmentally sensitive lands or natural resources.

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The subdivision is the first sub-phase within Phase 1 of the Plantation Oaks development and will be platted as lots of record with individual ownership. The proposed use will not negatively impact any other property.

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There is adequate capacity in the public infrastructure to serve this project. Plantation Oaks Boulevard was constructed by the applicant. There are adequate water and sewer services to the subdivision.

- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The subdivision is part of a master planned subdivision and the traffic impact and design have been previously reviewed and found acceptable.

- (7) The proposed development is functional in the use of space and aesthetically acceptable.**

The project is functional with a tract for a neighborhood commercial development, recreational facilities, conservation area, and stormwater facilities.

- (8) The proposed development provides for the safety of occupants and visitors.**

The overall design indicates safe movement on the site. The proposed road and emergency access layouts conform to the dimensional standards in the Land Development Code.

- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The subdivision would be regulated by a Homeowner's Association to regulate the architectural features of the single-family homes.

- (10) The testimony provided at public hearings.**

This project has not been reviewed by any advisory Board, therefore no public testimony has been provided. Any comments at the Planning Board shall be provided to the City Commission.

RECOMMENDATION: It is recommended that the Planning Board **APPROVE** the preliminary plat for 121 single-family lots on 100.91 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning which incorporates the previous Volusia County approvals.

Attachments:

Attachment 1: Preliminary plat

Attachment 2: Subdivision construction plans

Attachment 1:

Preliminary Plat

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

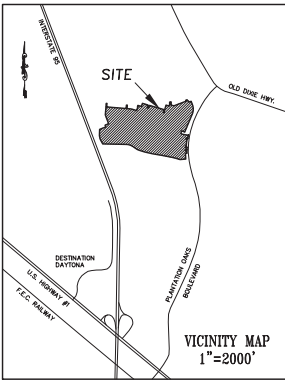
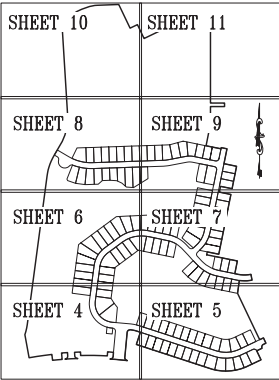
DESCRIPTION:

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 1061.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29°32'01" WEST, 135.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 34.28 FEET, A CENTRAL ANGLE OF 120°12'52" AND A CHORD BEARING OF N33°50'25"W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 7.21 FEET, THENCE NORTH 17°28'49" WEST, 68.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 313.00 FEET, A CENTRAL ANGLE OF 20°02'47" AND A CENTRAL ANGLE OF NORTH 07°27'28" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 109.51 FEET, THENCE NORTH 02°35'58" EAST, 18.04 FEET, THENCE NORTH 69°10'50" EAST, 22.35 FEET, THENCE NORTH 20°49'10" WEST, 48.49 FEET, THENCE NORTH 69°10'50" EAST, 130.84 FEET, THENCE NORTH 20°49'10" WEST, 322.58 FEET, THENCE NORTH 04°49'49" EAST, 394.35 FEET, THENCE NORTH 85°01'11" EAST, 25.00 FEET, THENCE SOUTH 04°49'49" WEST, 120.00 FEET, SOUTH 85°01'11" EAST, 465.00 FEET, THENCE NORTH 04°49'49" EAST, 120.00 FEET, THENCE SOUTH 85°01'11" EAST, 33.00 FEET, THENCE SOUTH 04°49'49" WEST, 150.00 FEET, THENCE SOUTH 85°01'11" EAST, 129.16 FEET, THENCE SOUTH 77°39'47" EAST, 58.88 FEET, THENCE SOUTH 77°39'47" EAST, 150.00 FEET, THENCE NORTH 16°18'12" EAST, 130.00 FEET, THENCE NORTH 77°41'48" WEST, 10.75 FEET, THENCE NORTH 16°18'12" EAST, 50.00 FEET, THENCE SOUTH 77°41'48" EAST, 130.00 FEET, THENCE NORTH 16°18'12" EAST, 110.00 FEET, THENCE SOUTH 77°41'48" EAST, 195.00 FEET, THENCE SOUTH 16°18'12" WEST, 100.00 FEET, THENCE SOUTH 77°41'48" EAST, 50.00 FEET, THENCE NORTH 16°18'12" WEST, 100.00 FEET, THENCE SOUTH 77°41'48" EAST, 25.04 FEET, THENCE NORTH 16°18'12" EAST, 266.88 FEET, THENCE SOUTH 77°42'02" EAST, 110.15 FEET, THENCE NORTH 16°18'12" EAST, 28.37 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°57'14", AND A CHORD BEARING OF NORTH 04°49'35" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 101.17 FEET, THENCE NORTH 83°20'39" EAST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 19°05'49", AND A CHORD BEARING OF SOUTH 02°09'50" WEST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 109.27 FEET, THENCE SOUTH 77°23'13" EAST, 110.00 FEET, THENCE NORTH 69°21'18" EAST, 327.80 FEET, THENCE NORTH 69°20'39" EAST, 110.00 FEET, THENCE NORTH 20°39'21" WEST, 35.45 FEET, THENCE NORTH 69°20'39" EAST, 50.00 FEET, THENCE SOUTH 20°39'21" EAST, 23.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING OF SOUTH 69°20'39" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET, THENCE SOUTH 20°39'21" EAST, 50.00 FEET, THENCE NORTH 69°20'39" EAST, 85.00 FEET TO A POINT ON THE WESTERLY LIMITS OF PLANTATION OAKS OF ORMOND BEACH, UNIT-1 RECORDED IN MAP BOOK 58, PAGES 138-154; THENCE ALONG SAID WESTERLY LINE, FOLLOWING: SOUTH 20°39'21" EAST, 124.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 42°54'33", AND A CHORD BEARING OF SOUTH 01°07'47" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 330.77 FEET, THENCE SOUTH 22°54'42" WEST, 680.64 FEET, THENCE NORTH 67°05'18" WEST, 110.00 FEET, THENCE SOUTH 22°54'42" WEST, 28.81 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 12°45'10", AND A CHORD BEARING OF SOUTH 16°32'07" WEST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 61.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 80°01'49", AND A CHORD BEARING OF SOUTH 24°53'17" EAST; SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 38.28 FEET, THENCE SOUTH 79°54'10" EAST, 213.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°11'25", AND A CHORD BEARING OF NORTH 59°27'48" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 38.59 FEET TO PLANTATION OAKS BOULEVARD, A 100' RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 03°22'22", AND A CHORD BEARING OF SOUTH 10°05'42" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 148.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 03°22'22", AND A CHORD BEARING OF SOUTH 10°05'42" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 38.59 FEET, THENCE NORTH 79°54'10" EAST, 14.24 FEET, THENCE SOUTH 81°50'29" EAST, 34.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 04°57'43", AND A CHORD BEARING OF SOUTH 05°45'39" WEST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 228.22 FEET, THENCE NORTH 89°23'13" WEST, 29.88 FEET, THENCE SOUTH 01°52'00" WEST, 50.74 FEET, THENCE NORTH 89°23'13" WEST, 20.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°15'52", AND A CHORD BEARING OF NORTH 47°14'46" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 38.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 02°15'52", AND A CHORD BEARING OF SOUTH 00°27'47" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 81.69 FEET, THENCE LEAVING PLANTATION OAKS BOULEVARD, A 100' RIGHT OF WAY SOUTH 88°20'41" WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 03°57'50", AND A CHORD BEARING OF SOUTH 03°26'41" EAST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 198.80 FEET, THENCE DEPARTING SAID WESTERLY LINE OF PLANTATION OAKS OF ORMOND BEACH SOUTH 84°42'28" WEST, 199.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE 11°59'44", AND A CHORD BEARING OF NORTH 71°50'07" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 87.40 FEET, THENCE NORTH 77°30'28" WEST, 1279.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 22°44'53", AND A CHORD BEARING OF NORTH 69°17'13" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 184.57 FEET, THENCE NORTH 54°50'04" WEST, 112.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 33°54'54", AND A CHORD BEARING OF NORTH 71°48'23" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 257.49 FEET, THENCE NORTH 88°39'35" WEST, 798.20 FEET, THENCE NORTH 29°32'01" WEST, 18.24 FEET TO THE POINT OF BEGINNING

CONTAINING 100.92 ACRES MORE OR LESS.

KEY MAP
1"=400'



MAP BOOK:___ PAGE:___

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "PLANTATION OAKS PHASE 1A", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

TRACT-A SHOWN HEREON AS MAIN WAY DRIVE, FOUNTAIN VIEW STREET, MORNING WALK DRIVE, DEEP LAKE DRIVE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE PLANTATION OAKS OF ORMOND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA INGRESS AND EGRESS, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF AN ACCESS AND UTILITY EASEMENT IS DEDICATED OVER TRACT A FOR MAINTENANCE OF CITY OWNED UTILITIES.

PARCEL "A" (LEFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF;

TRACTS 1A-1, 1A-4, 1A-6, 1A-7, 1A-8, 1A-9, AND 1A-11 ARE HEREBY GRANTED IN FEE TO THE PLANTATION OAKS OF ORMOND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA AND UTILITIES.

TRACT 1A-3 IS HEREBY GRANTED IN FEE TO THE PLANTATION OAKS OF ORMOND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA AND RECREATION.

TRACT 1A-2 IS RETAINED BY THE DEVELOPER.

TRACT 1A-5 ARE HEREBY GRANTED IN FEE TO THE PLANTATION OAKS OF ORMOND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA AND PARKS.

TRACT 1A-10 IS HEREBY GRANTED IN FEE TO THE DEVELOPER FOR THE PURPOSE OF SERVICE AREA.

TRACT 1A-12 IS HEREBY GRANTED IN FEE TO THE PLANTATION OAKS OF ORMOND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA AND CONSERVATION.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2020 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC,
A FLORIDA LIMITED LIABILITY COMPANY

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC, HE IS KNOWN TO ME AND DO NOT TAKE AN OATH.

NOTARY PUBLIC, _____ SEAL

MY COMMISSION NUMBER, _____

MY COMMISSION EXPIRES, _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.05(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "PLANTATION OAKS PHASE 1A" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF REVISIONS, IF ANY, FROM THE REQUIREMENTS.

COUNTY REGISTERED SURVEYOR _____ DATE: _____, 2020. _____ SEAL

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2020, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2020, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2020.

CLERK OF THE CIRCUIT COURT AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2020, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 11



PROF/PAID BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 321-5386
LICENSED BUSINESS CERTIFICATION NO. 3019

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.
2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"x4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).
4. Δ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED POP LB 3019 UNLESS OTHERWISE NOTED).
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. ARTICLES OF INCORPORATION FOR PLANTATION OAKS OF ORMOND BEACH PHASE 1 HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____ PAGES _____ COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____ PAGES _____.
7. TRACT 1A-12 IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 - 4495, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.
8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.
9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.
10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4702, AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND O.R. BOOK _____ PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3521, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 508, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. ALL UTILITY EASEMENTS ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.
16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
18. THE TEMPORARY TURN-AROUND EASEMENT SHOWN ON SHEET 9 OF 11, TO BE VACATED UPON ROAD EXTENSION.
19. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE PLANTATION OAKS PHASE 1 HOMEOWNERS ASSOCIATION INC.
20. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY UTILITY LINES WITHIN TRACT A UTILITY EASEMENT.

LAND USE TABULATIONS:	
LOT 1-121	= 24.28 AC
TRACT "A" PRIVATE ROAD, COMMON AREA, ACCESS, UTILITY, DRAINAGE EASEMENT (6,200.36 L.F.)	= 7.52 AC
TRACT "1A-1" COMMON AREA, UTILITY, DRAINAGE EASEMENT	= 11.67 AC
TRACT "1A-2" FUTURE COMMERCIAL	= 1.58 AC
TRACT "1A-3" COMMON AREA, RECREATION	= 1.82 AC
TRACT "1A-4" COMMON AREA, UTILITY, DRAINAGE EASEMENT	= 12.78 AC
TRACT "1A-5" COMMON AREA, PARK	= 0.30 AC
TRACT "1A-6" COMMON AREA, UTILITY, DRAINAGE EASEMENT	= 1.34 AC
TRACT "1A-7" COMMON AREA, UTILITY, DRAINAGE EASEMENT	= 0.01 AC
TRACT "1A-8" COMMON AREA, UTILITY, DRAINAGE EASEMENT	= 0.01 AC
TRACT "1A-9" COMMON AREA, UTILITY, DRAINAGE EASEMENT	= 31.02 AC
TRACT "1A-10" SERVICE AREA	= 2.02 AC
TRACT "1A-11" COMMON AREA, UTILITY, DRAINAGE EASEMENT	= 0.45 AC
TRACT "1A-12" (EXISTING TRACT K) = COMMON AREA, CONSERVATION AREA	= 6.06 AC
PARCEL "A" = LIFT STATION	= 0.06 AC
TOTAL = 100.92 AC.	
PRIVATE ROADS	
MAIN WAY DRIVE	= 287.96 L.F.
FOUNTAIN VIEW STREET	= 3,516.47 L.F.
MORNING WALK DRIVE	= 965.89 L.F.
DEEP LAKE DRIVE	= 1,439.04 L.F.
TOTAL = 6,200.36 L.F.	
SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.



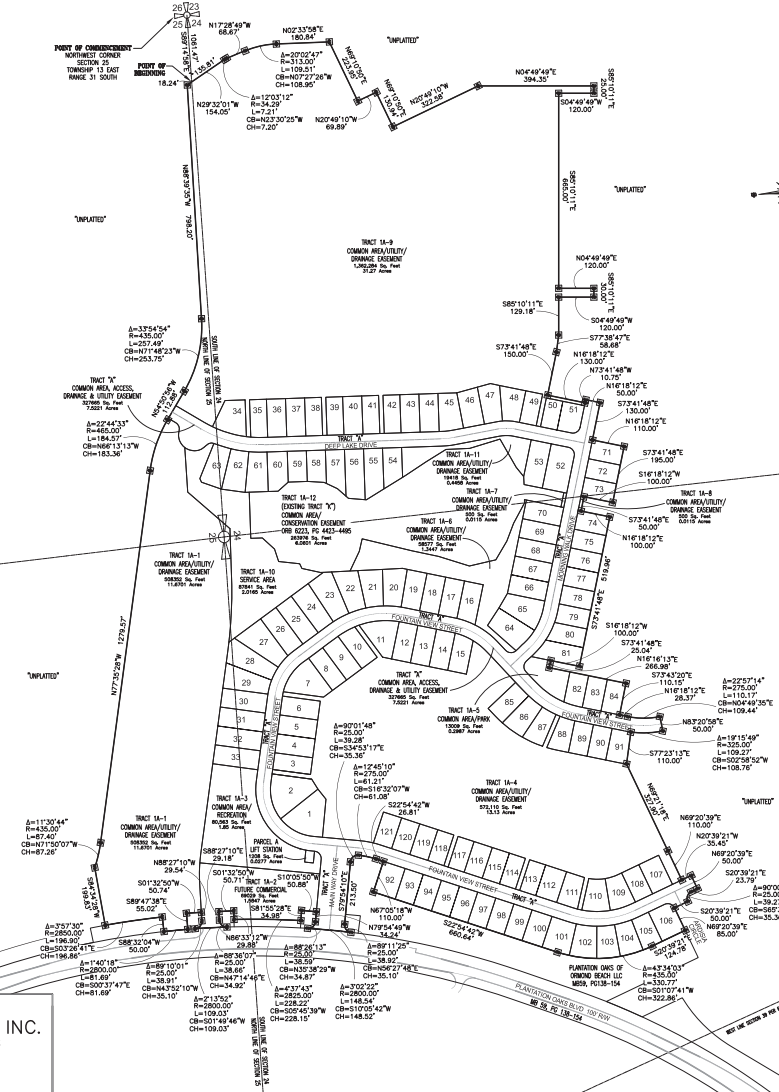
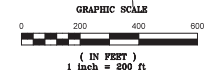
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3821 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



ABBREVIATIONS	
A	DELTA OF CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
CRB	OFFICIAL RECORDS BOOK
PS	PAGE
C.A.	COMMON AREA
SRWMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

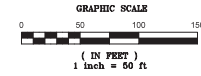


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PLANTATION OAKS PHASE 1A

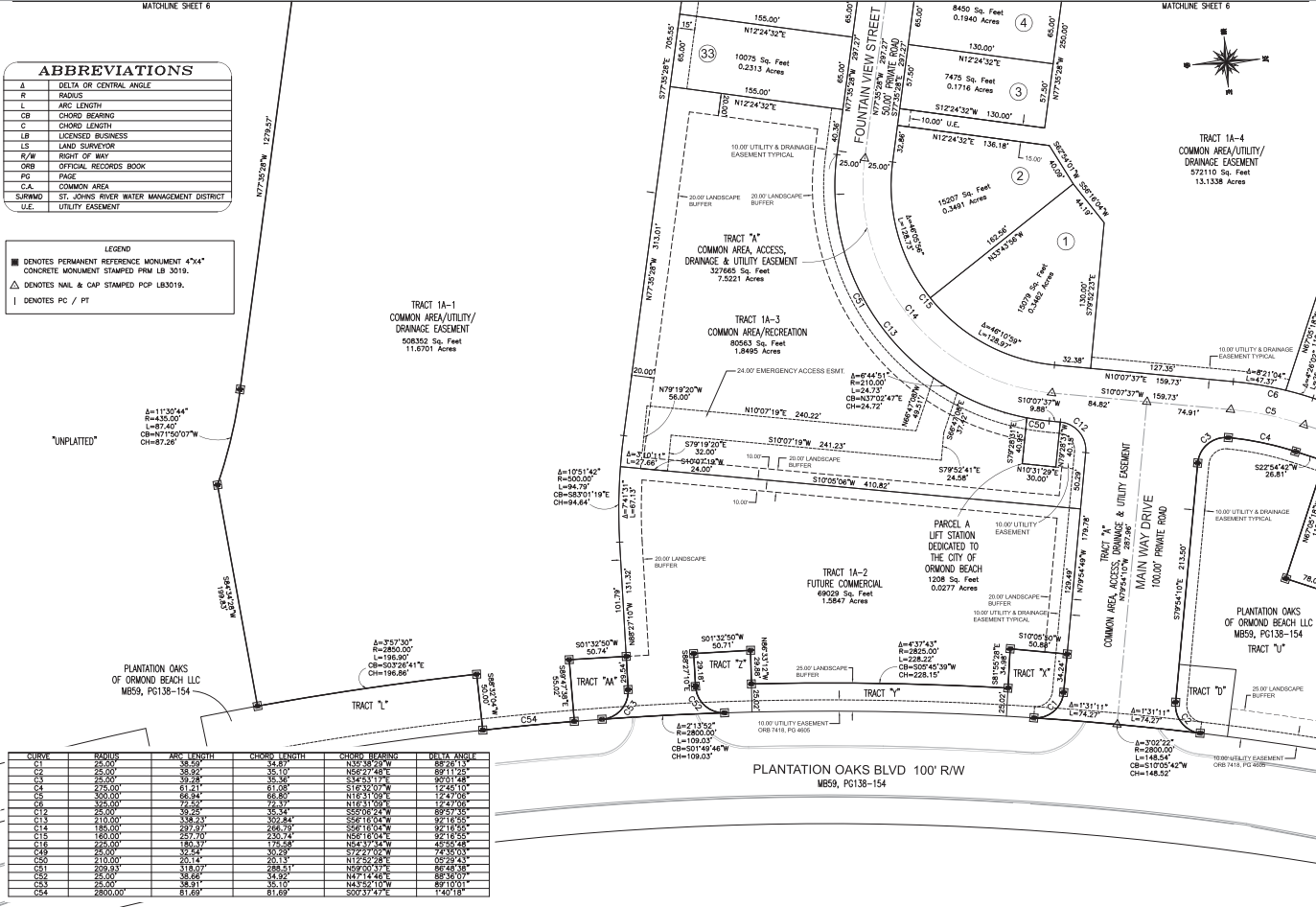
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PC	PIECE
C.A.	COMMON AREA
SURMID	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND	
■	DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PER LB 3019.
△	DENOTES NAIL & CAP STAMPED PCF LB3019.
	DENOTES PC / PI



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	38.59'	34.87'	N26°39'29"W	88°06'13"
C2	25.00'	38.59'	34.87'	N62°21'48"E	88°11'24"
C3	25.00'	38.59'	34.87'	S34°53'17"E	90°01'48"
C4	25.00'	38.59'	34.87'	S16°31'07"W	12°40'10"
C5	500.00'	66.94'	66.80'	N16°31'09"E	12°40'08"
C6	500.00'	66.94'	66.80'	N16°31'09"E	12°40'08"
C7	25.00'	38.59'	34.87'	S25°05'24"W	88°57'35"
C8	25.00'	38.59'	34.87'	S25°05'24"W	88°57'35"
C9	180.00'	297.79'	288.79'	S26°18'04"W	92°18'50"
C10	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C11	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C12	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C13	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C14	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C15	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C16	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C17	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C18	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C19	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C20	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C21	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C22	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C23	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C24	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C25	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C26	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C27	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C28	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C29	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C30	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C31	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C32	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C33	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C34	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C35	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C36	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C37	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C38	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C39	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C40	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C41	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C42	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C43	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C44	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C45	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C46	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C47	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C48	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C49	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C50	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C51	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C52	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C53	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C54	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C55	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C56	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C57	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C58	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C59	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C60	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C61	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C62	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C63	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C64	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C65	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C66	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C67	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C68	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C69	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C70	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C71	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C72	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C73	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C74	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C75	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C76	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C77	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C78	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C79	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C80	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C81	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C82	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C83	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C84	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C85	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C86	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C87	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C88	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C89	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C90	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C91	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C92	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C93	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C94	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C95	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C96	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C97	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C98	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C99	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"
C100	225.00'	364.73'	350.00'	S26°18'04"W	92°18'50"

PROF. LAND SURVEYOR

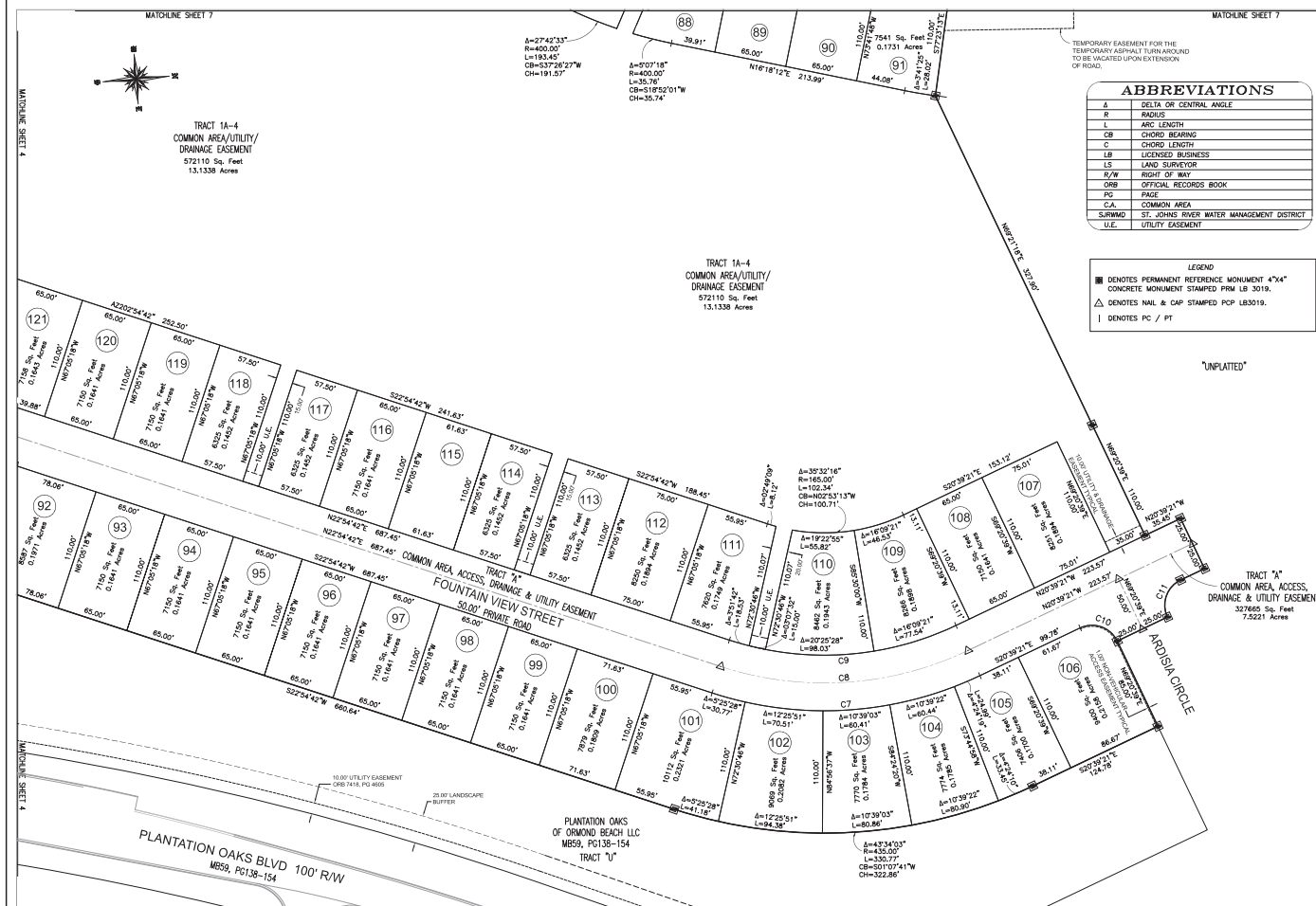
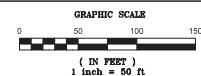
SLIGER & ASSOCIATES, INC.

3821 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: __ PAGE: __



ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SURJMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U/LF	UTI OF EASEMENT

LEGEND

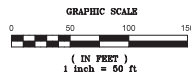
- LEGEND**
- DENOTES PERMANENT REFERENCE MONUMENT 4"x4"
CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C7	325.00	247.13	241.22	S01°07'41" W	43°34'03"
C8	300.00	228.12	222.66	N01°07'41" E	43°34'03"
C9	275.00	208.11	204.11	N01°07'41" E	43°34'03"
C10	25.00	39.21	35.36	S24°20' 39" W	90°00'00"
C11	25.00	39.21	35.36	S6°24' 39" W	90°00'00"

PLANTATION OAKS PHASE 1A

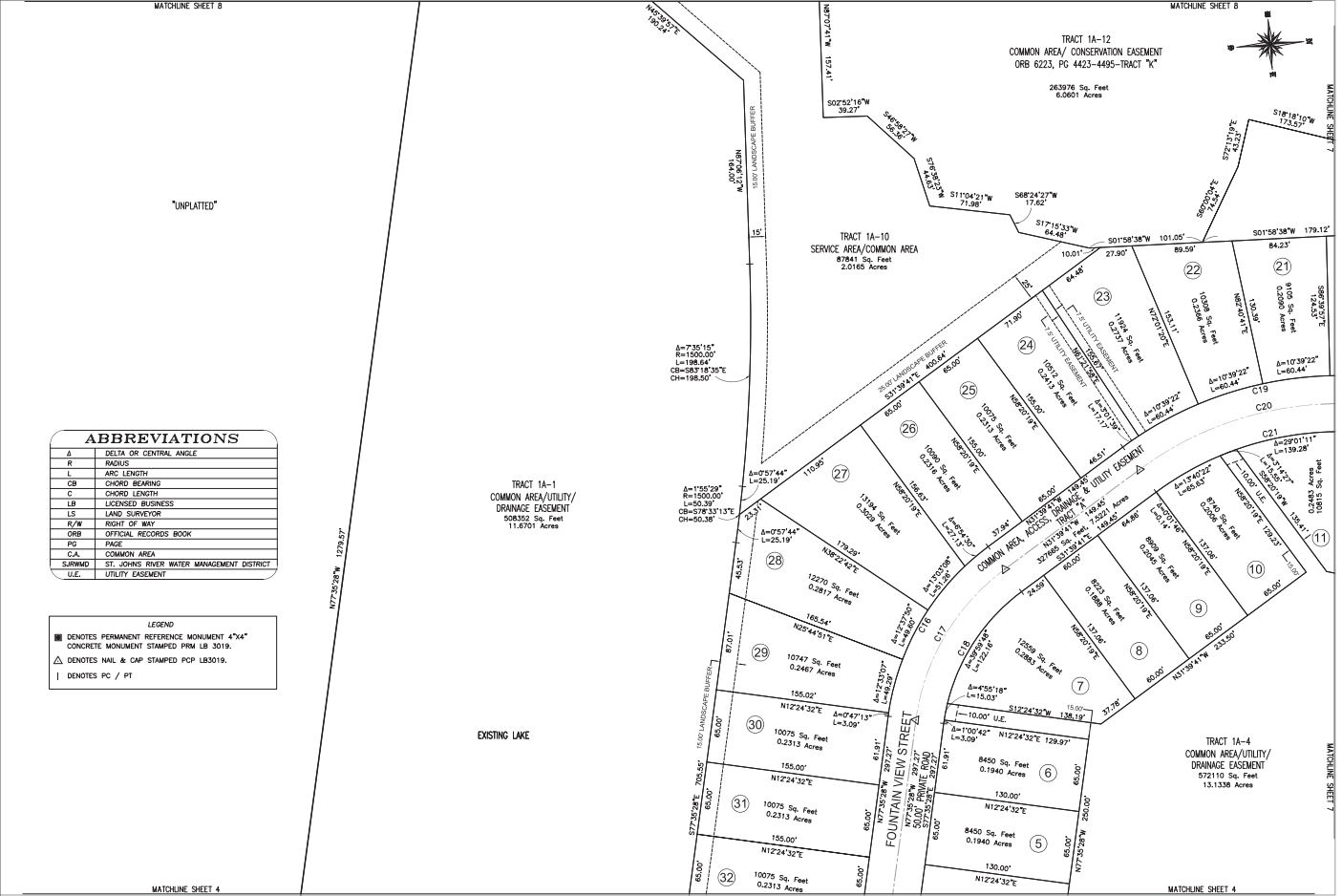
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PD	PAGE
C.A.	COMMON AREA
SURVMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND	
■	DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PPM LB 3019.
△	DENOTES NAIL & CAP STAMPED PCP LB3019.
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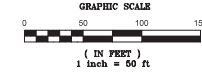
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CHORD	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C16	225.00'	185.31'	175.58'	N52°31'42"E	28°59'48"
C17	200.00'	160.33'	156.07'	N52°37'32"E	28°59'48"
C18	175.00'	140.28'	134.07'	N52°37'32"E	28°59'48"
C19	150.00'	120.07'	114.00'	N52°40'44"E	28°59'48"
C20	125.00'	100.04'	94.00'	N52°40'44"E	28°59'48"
C21	75.00'	60.02'	56.00'	N52°40'44"E	28°59'48"

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



MATCHLINE SHEET 9



ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
CA	COMMON AREA
SURMAD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND

- DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED FROM LB 3018.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

CHORD	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C01	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C02	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C03	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C04	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C05	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C06	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C07	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C08	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C09	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C10	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C11	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C12	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C13	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C14	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"
C15	212.00'	167.95'	167.95'	N33°47'27"E	32°59'11"



TEMPORARY EASEMENT FOR THE
TEMPORARY ASPHALT TURN-AROUND
TO BE INCISED UPON EXTENSION
OF ROAD.



PROFESSOR OF:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

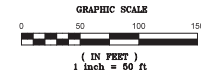
3821 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 7 OF 11

PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C44	375.54	517.11	292.29	N10°01'01" E	36°15'19"
C45	450.00	255.18	222.22	N11°01'51" E	36°15'19"
C46	250.00	173.60	124.26	N12°02'41" E	36°15'19"
C47	25.00	32.43	25.00	N89°58'29" W	89°58'29"
C48	4.00	14.50	10.00	N89°59'27" W	89°59'27"
C49	25.00	32.54	25.00	N72°27'00" W	72°30'00"

MATCHLINE SHEET 10

MATCHLINE SHEET 10

ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LOCKED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PD	PAGE
C.A.	COMMON AREA
SURMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND	
■	DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PER LB 3019.
△	DENOTES MAIL & CAP STAMPED PCP LB3019.
I	DENOTES PC / PT

MATCHLINE SHEET 6

MATCHLINE SHEET 6



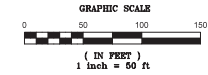
PROFESSOR BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3821 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 8 OF 11

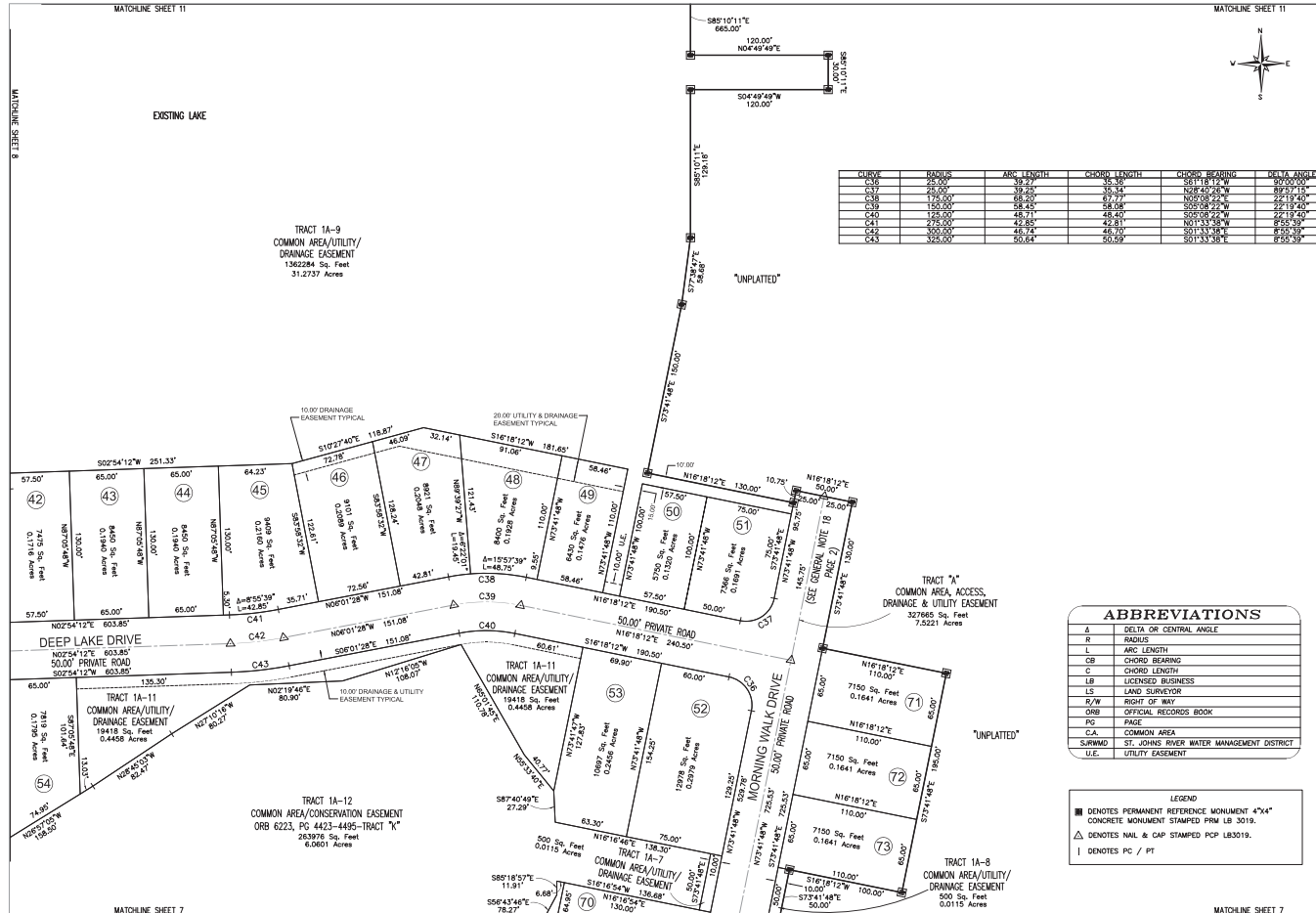
PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



CHORD	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C36	25.00'	39.27'	35.35'	S81°18'12"W	89°00'00"
C37	117.00'	188.49'	188.49'	N08°49'49"W	89°00'00"
C38	1125.00'	688.20'	62.77'	N05°08'22"E	22°19'40"
C39	1125.00'	688.20'	62.77'	S88°49'49"W	22°19'40"
C40	1125.00'	688.20'	62.77'	N05°08'22"E	22°19'40"
C41	1125.00'	688.20'	62.77'	S88°49'49"W	22°19'40"
C42	300.00'	46.74'	46.70'	S01°13'18"E	8°50'59"
C43	325.00'	50.64'	50.59'	S01°13'18"E	8°50'59"



ABBREVIATIONS

A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SWMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

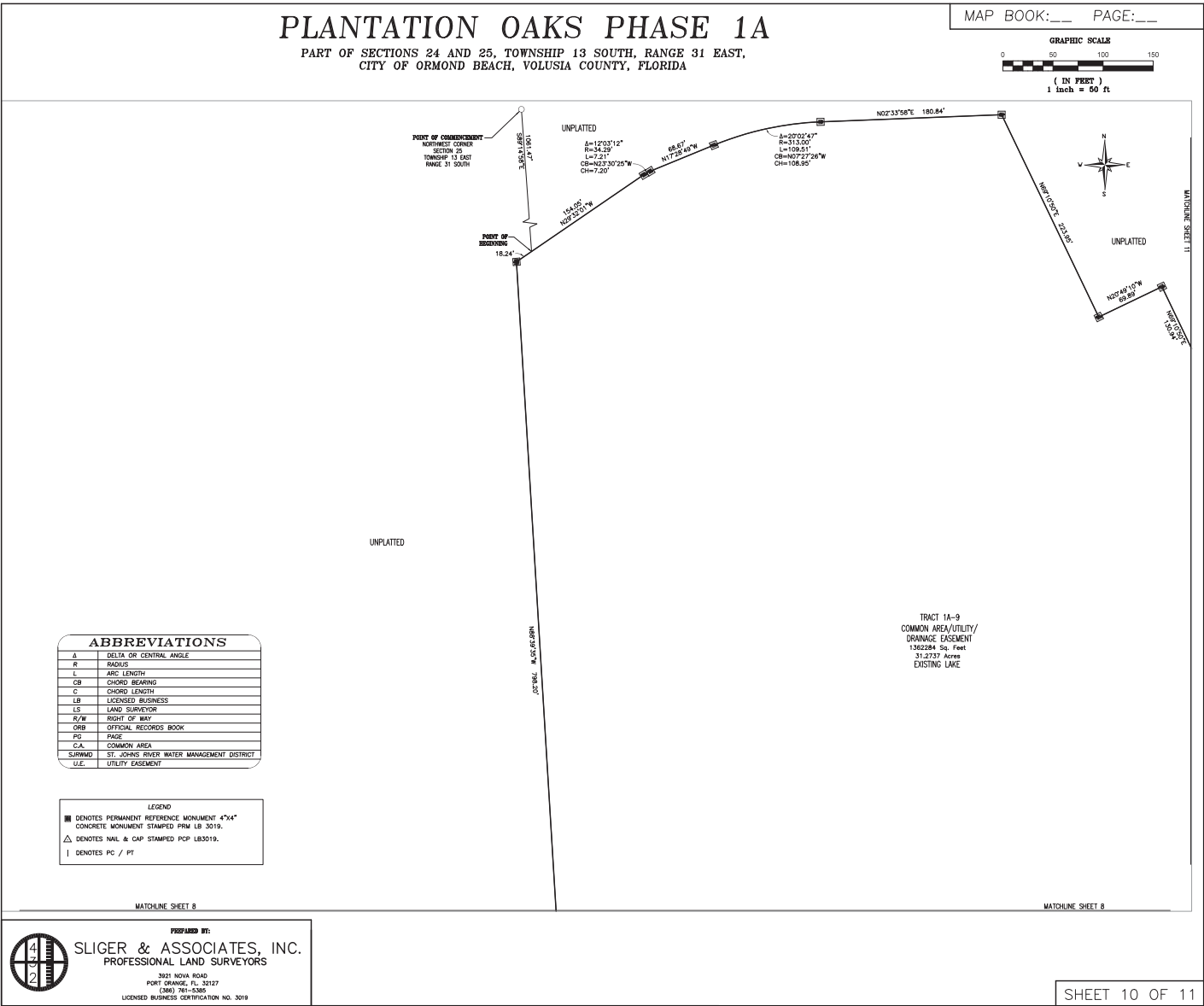
LEGEND

■	DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PER LB 3019.
△	DENOTES NAIL & CAP STAMPED PGP LB3019.
I	DENOTES PC / PT

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

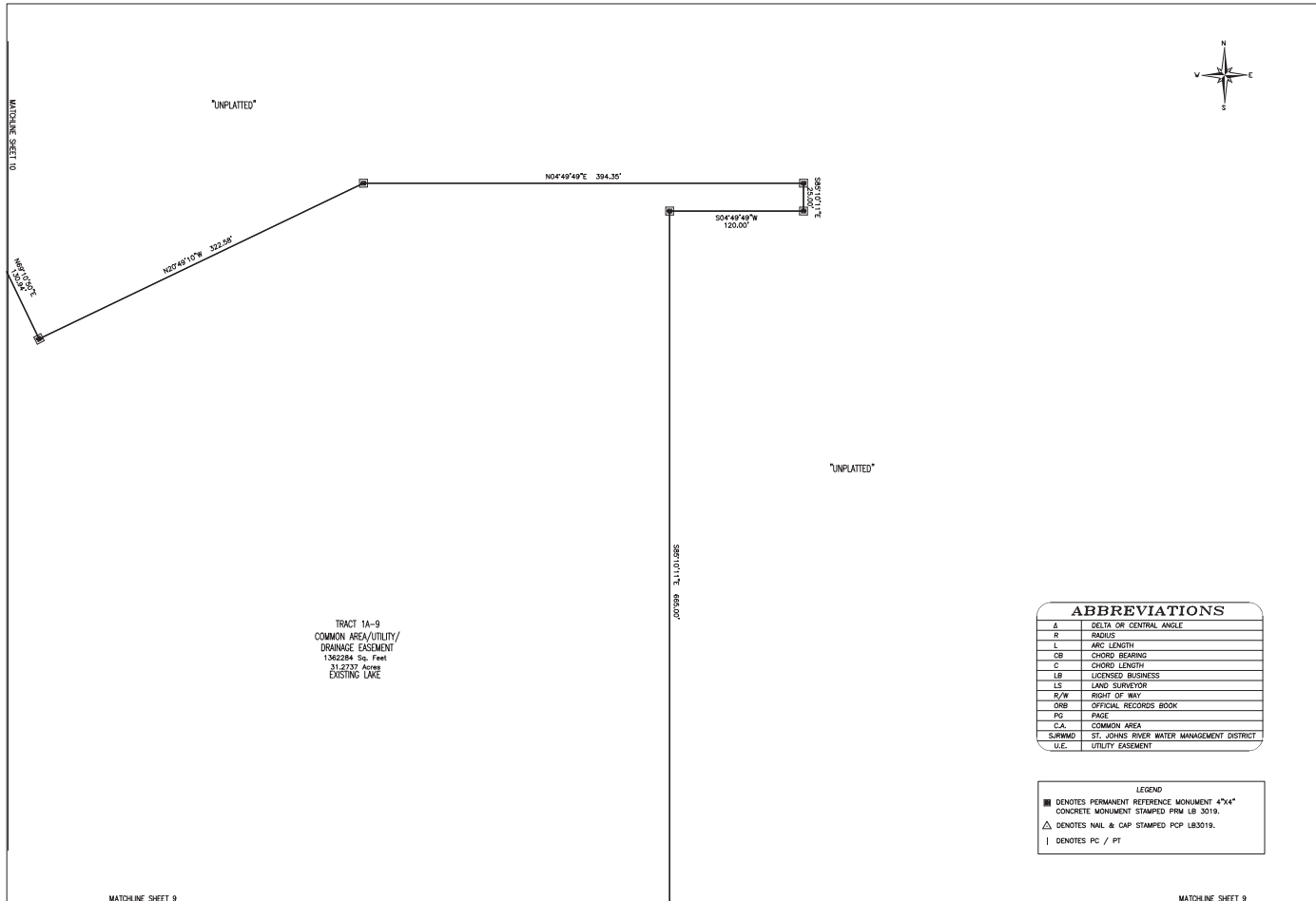
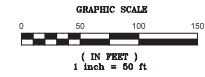
3821 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-6386
LICENSED BUSINESS CERTIFICATION NO. 3019



PLANTATION OAKS PHASE 1A

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
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C	CHORD LENGTH
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LS	LAND SURVEYOR
R/W	RIGHT OF WAY
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C.A.	COMMON AREA
SWMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND	
■	DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PPM LB 3019.
△	DENOTES NAIL & CAP STAMPED PCP LB3019.
	DENOTES PC / PT



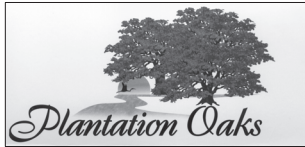
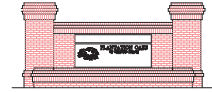
PROF/ASD BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3821 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

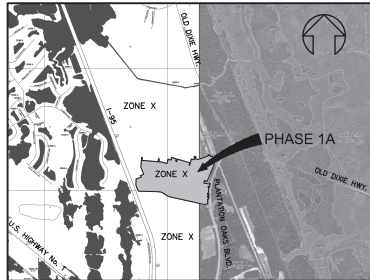
SHEET 11 OF 11

Attachment 2:

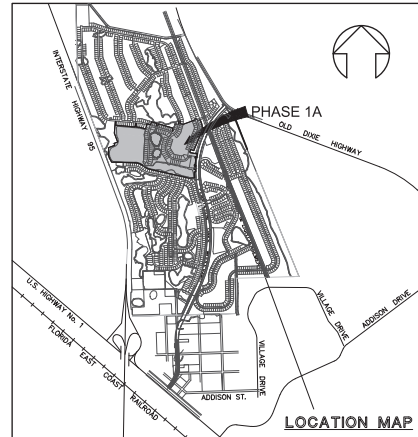
Subdivision construction plans



- 2) ALL WATER SERVICE FROM THE P.V.C. DR-11, 8"-900, TO
- 3) ALL SANITARY SEWER MAIN SHOWN ARE P.V.C. SDR-35 8" OR 6" 4.04S FOR 8",
4) 12" OR UNLESS OTHERWISE NOTED.
- 5) SANITARY SERVICES ARE 4" SDR 35 8" AND 6" MINIMUM 2.0% RESIDENTIAL CONNECTION.
6) MAIN MAN MANHOLE MANHOLE
- 7) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
- 8) CONTRACTOR TO PROVIDE EXISTING UTILITIES LOCATIONS TO CONSTRUCTION
9) CONTRACTOR TO PROVIDE EXISTING UTILITIES LOCATIONS TO CONSTRUCTION
10) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORONDO BEACH STANDARDS.
11) 100' LOT LIMITATION
- 12) THE P.V.C. STANDARDS TO BE P.V.C. STANDARD & COMPATIBILITY LIGHTS
13) TO BE P.V.C. STANDARDS LED XX VOLT, STANDARD LIGHT AND BLACK
14) 100' LOT LIMITATION STREET LIGHTS
- 15) ELEVATIONS REFER TO MEAN SEA LEVEL 1929 DATUM.
- 16) MINIMUM FLOOR FINISH GRADE PER CITY OF ORONDO BEACH REQUIREMENTS.
17) CONTRACTOR TO PROVIDE POTABLE WATER SERVICE TO BE SUBMITTED TO
18) AND APPROVED BY CITY OF ORONDO BEACH AND DESIGN ENGINEER PRIOR TO
19) CONSTRUCTION.
- 20) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORONDO BEACH.
- 21) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORONDO BEACH.
22) DISTRICTS AREAS TO BE 10000'.
- 23) WHERE SANITARY FLOOR MAINS CROSS POTABLE WATER LINES, THE
24) POTABLE WATER MAINS SHALL BE 12" MINIMUM AND BE SUBMITTED TO
25) CITY ENGINEER FOR THE POTABLE WATER MAIN.
- 26) CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING THE APPROPRIATE
27) PERMITS AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE
28) OF OCCUPANCY.
- 29) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS NEED
30) BE OBTAINED AND RECORDED IN THE COUNTY OF ORONDO OR D.R. RECORD AND
31) RECORDED UNDER SEPARATE INSTRUMENT.
- 32) OFFSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE
33) OWNED AND MAINTAINED BY THE CITY OF ORONDO BEACH.
34) OFFSITE POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF
35) ORONDO BEACH (UNLESS OTHERWISE NOTED).



F.I.R.M. #12127C0201J ORMOND BEACH
F.I.R.M. #12127C0182J VOLUSIA COUNTY
PHASE 1A IS LOCATED IN ZONE X IN IT'S ENTIRETY



LOCATION MAP

	Map Unit Symbol	Map Unit Name	Acres in ADI	Percent of AQ
8		Bassinger fine sand, frequently ponded, 0 to 1 percent slopes	0.0	0.0
13		Cassia fine sand, 0 to 2 percent slopes	25.3	25.0
17		Drytown sand, 0 to 5 percent slopes	25.6	25.4
29		Immelshaus sand	0.1	0.1
32		Myakka-Myakka, wet, the sands, 0 to 2 percent slopes	27.3	27.1
42		Panola fine sand, 0 to 8 percent slopes	2.6	2.6
56		Samsula muck, frequently ponded, 0 to 1 percent slopes	2.9	2.9
		Water	17.1	16.9
Totals for Area of Interest			100.9	100.0

LAND USE TABULATION

TOTAL PHASE 1A SITE AREA = 100.92 ACRES
TOTAL L.F. OF PRIVATE ROADS PH. 1A = 6,200.36 L.F.

LOTS 1-121.....	24.28 ACRES
TRACT "A" COMMON AREA/ACCESS/DRAINAGE & UTILITY EASEMENT/PRIVATE ROAD.....	7.52 ACRES
TRACT 1A-1 COMMON AREA, UTILITY & DRAINAGE EASEMENT.....	1.67 ACRES
TRACT 1A-2 FUTURE COMMON AREA.....	1.58 ACRES
TRACT 1A-3 COMMON AREA/RECREATION.....	1.85 ACRES
TRACT 1A-4 COMMON AREA, UTILITY & DRAINAGE EASEMENT.....	1.13 ACRES
TRACT 1A-5 COMMON AREA, PARKING.....	0.30 ACRES
TRACT 1A-6 COMMON AREA, UTILITY & DRAINAGE EASEMENT.....	0.30 ACRES
TRACT 1A-7 COMMON AREA, UTILITY & DRAINAGE EASEMENT.....	0.01 ACRES
TRACT 1A-8 COMMON AREA, UTILITY & DRAINAGE EASEMENT.....	0.01 ACRES
TRACT 1A-9 COMMON AREA, UTILITY & DRAINAGE EASEMENT.....	0.01 ACRES
TRACT 1A-10 SERVICE AREA.....	2.02 ACRES
TRACT 1A-11 COMMON AREA, UTILITY & DRAINAGE EASEMENT.....	0.45 ACRES
TRACT 1A-12 EXISTING TRACT K COMMON AREA/CONSERVATION.....	0.27 ACRES
PARCEL A LIFT STATION.....	0.0077 ACRES

TOTAL NUMBER OF LOTS = 121 LOTS = 1.2 DU/AC
MINIMUM LOT SIZE 50' X 100'
TYPICAL LOT SIZE 65' X 110'

SETBACKS:
FRONT.....20 FEET
REAR.....20 FEET

REAR.....20 FEET
SIDE.....7.5 FEET
WATERFRONT.....20 FEET
MAXIMUM HEIGHT.....35 FEET
EXISTING ZONING: PUD
MAXIMUM BLDG COVERAGE.....35%
MINIMUM FLOOR AREA.... 1,000 S.F.

PLANTATION OAKS OF ORMOND BEACH
PHASE 1A
ORMOND BEACH, FLORIDA

SUBDIVISION OF 100.916 ACRES INTO 121 SINGLE FAMILY FEE SIMPLE LOTS.

PLANTATION OAKS OF ORMOND BEACH, LLC.
PARKER MYNCHENBERG, MANAGER
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
E:MAIL: info@parkermynchenberg.com

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553

1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

J.E. ZAPERT, P.L.S. NO. 4046

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: sligerassociates.com

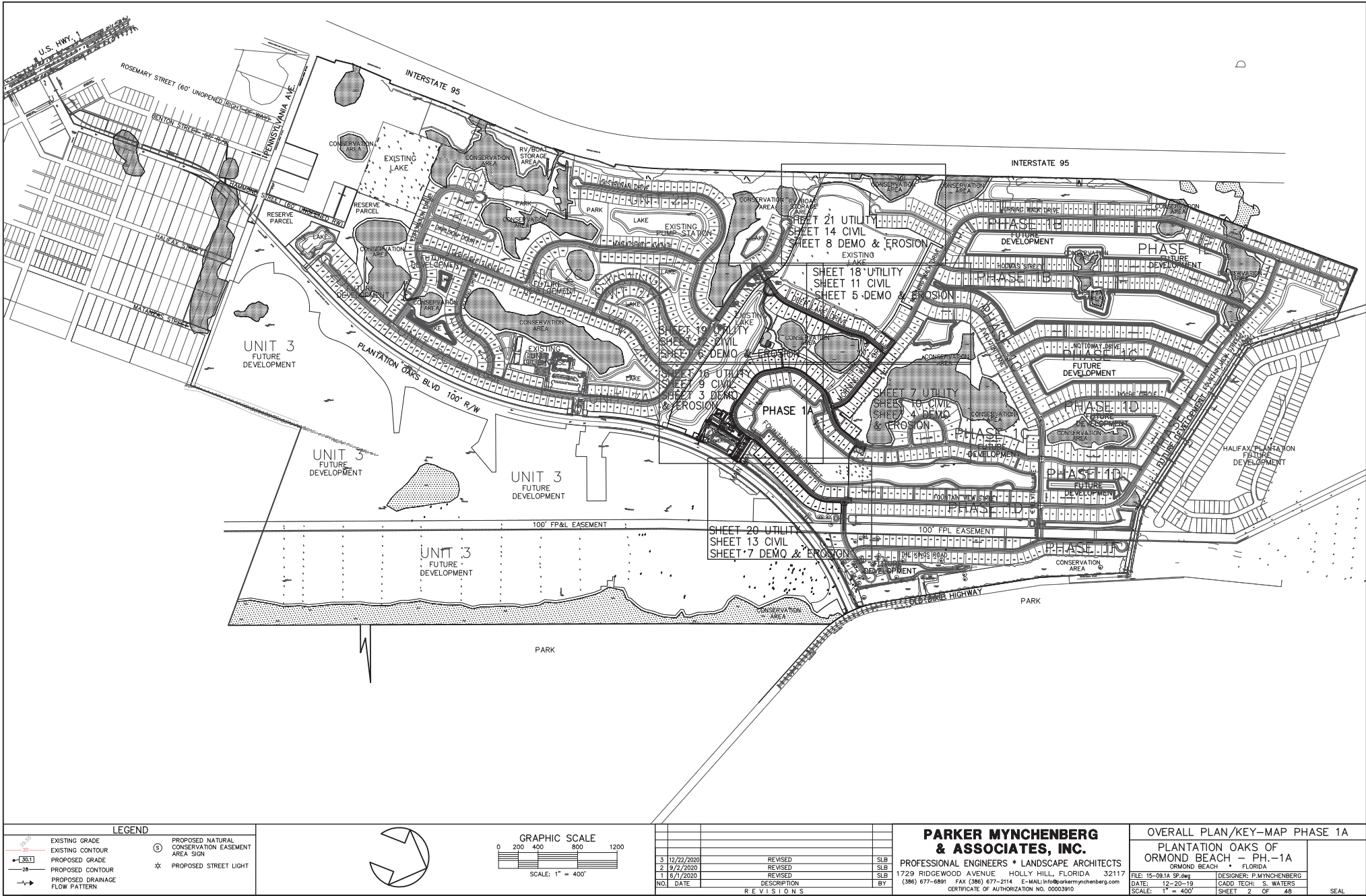
TURGUT DERMISH, P.E.

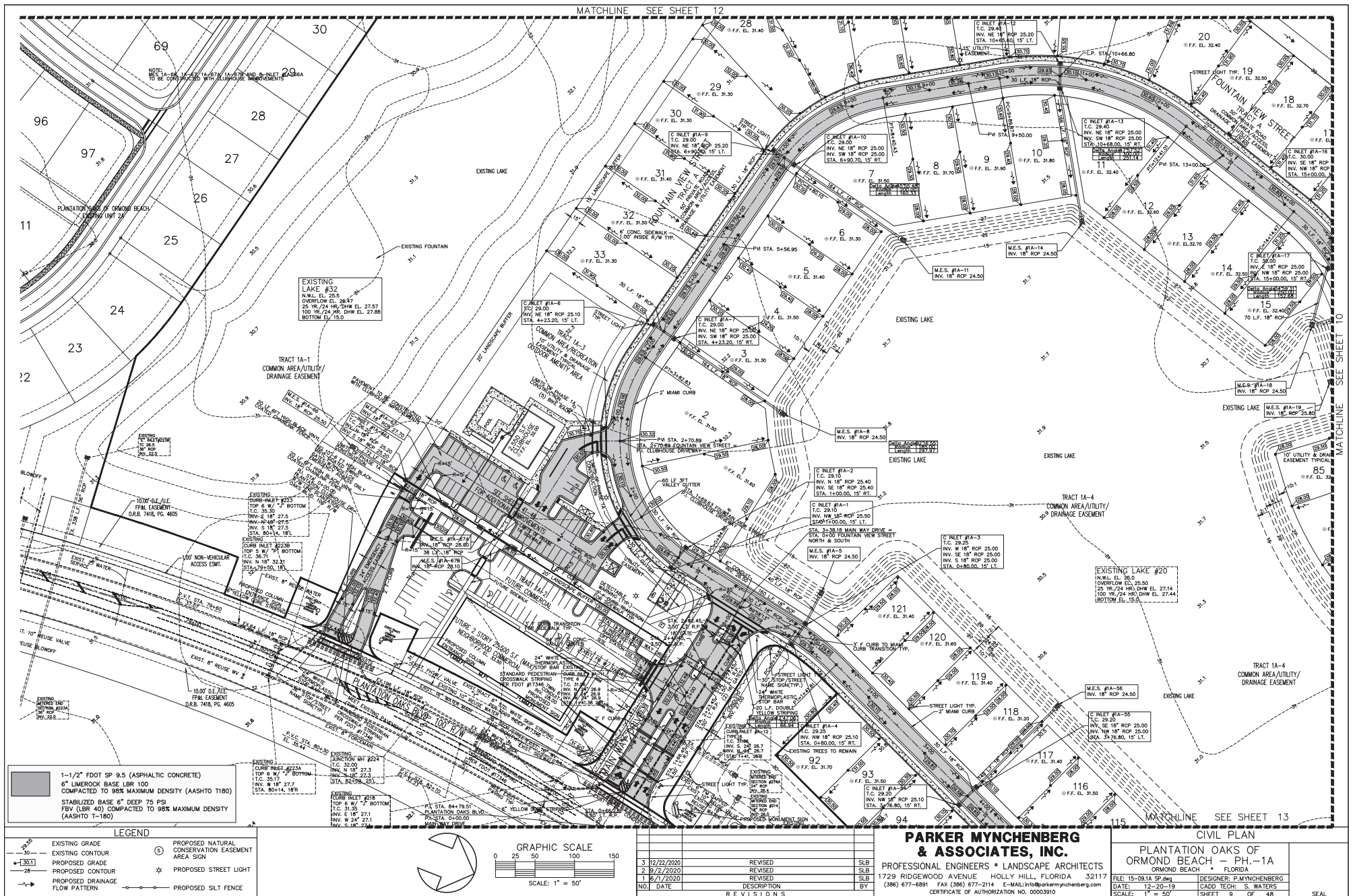
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32715-7305
(407) 628-9955

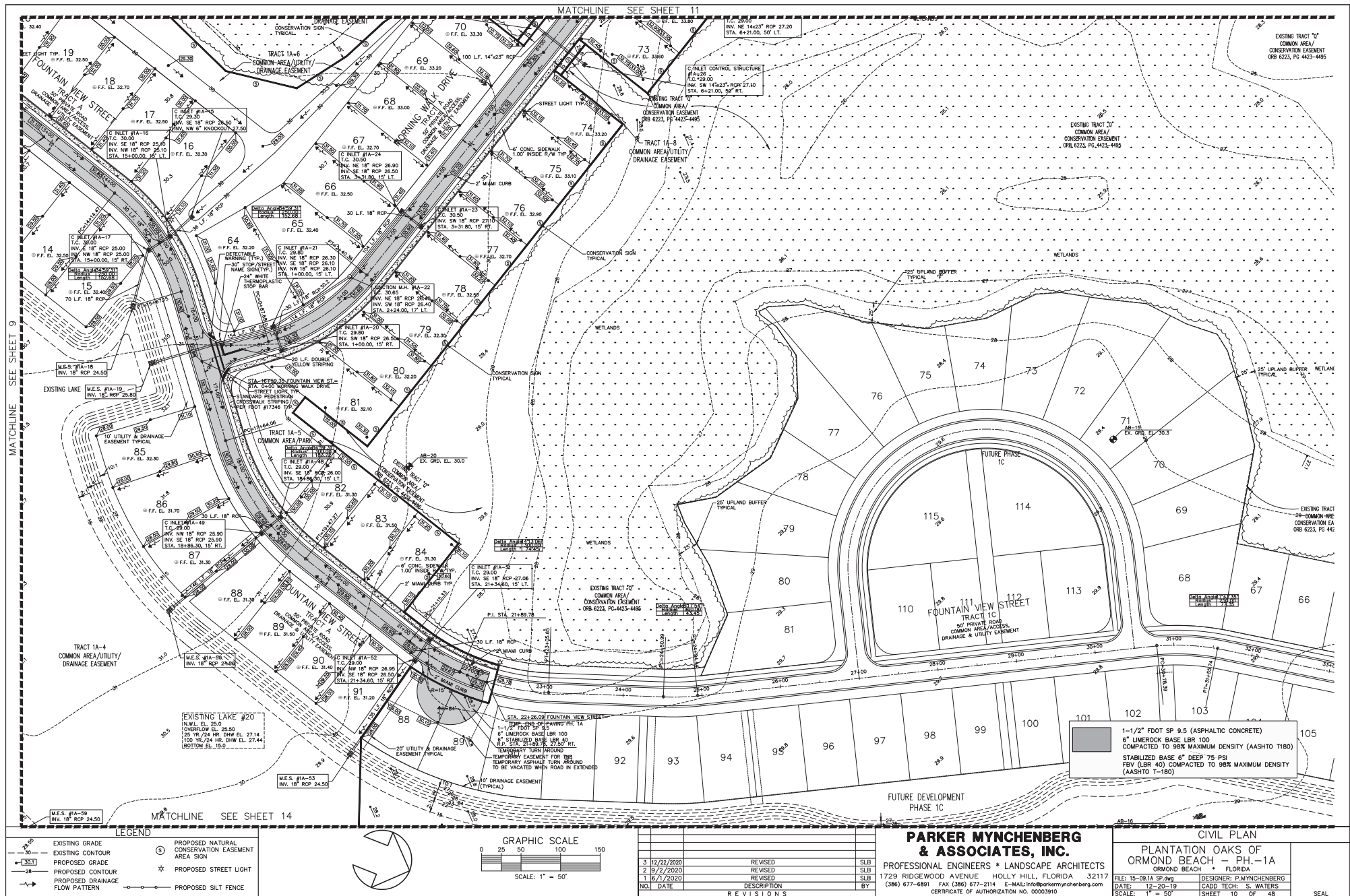
JEFF BROCK, ESQ.

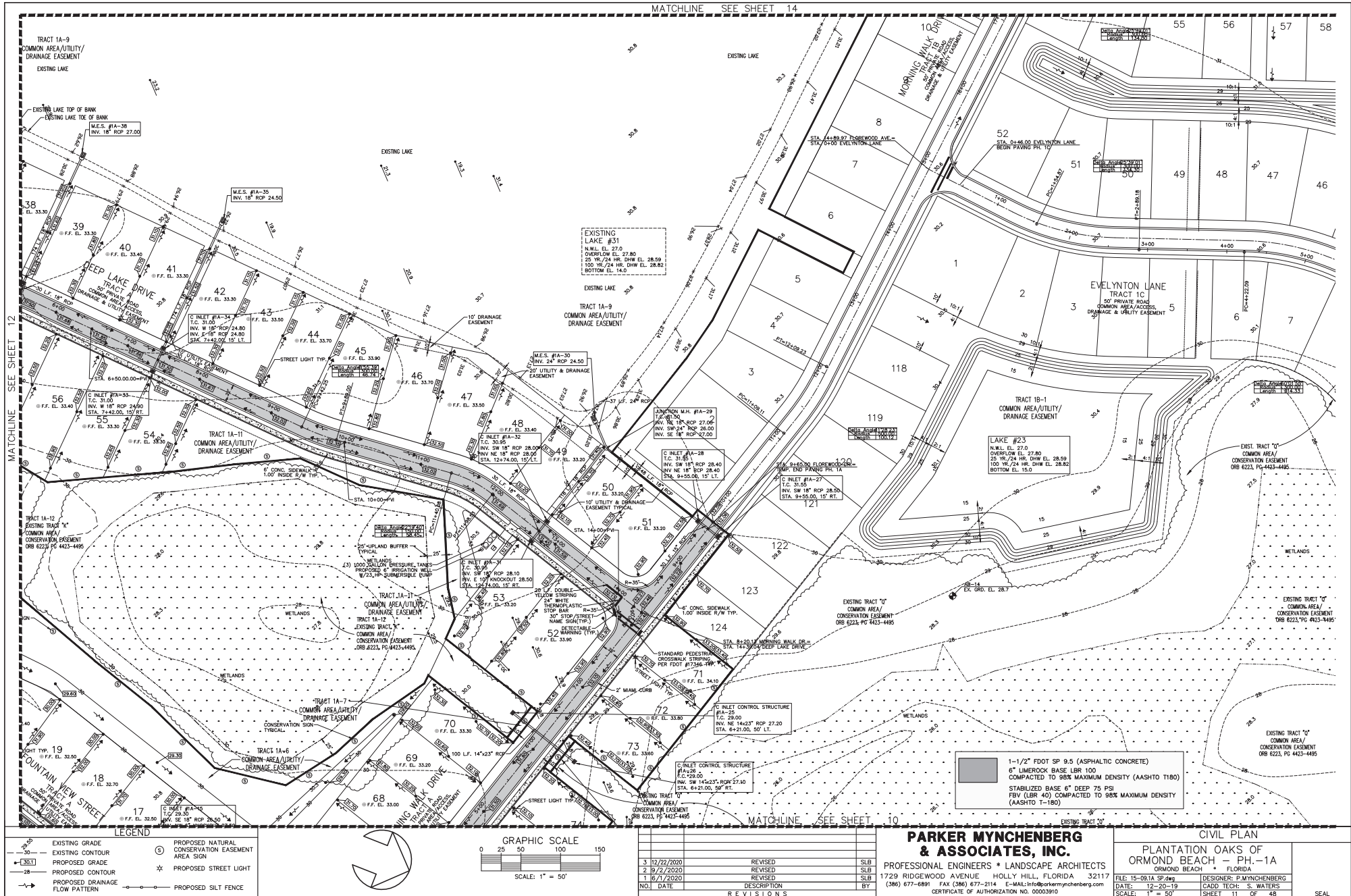
SMITH BIGMAN BROCK
444 SEABREEZE BLVD. SUITE 900
DAYTONA BEACH, FLORIDA 32118
(386) 254-6875
EMAIL: jbrock@daytonalaw.com

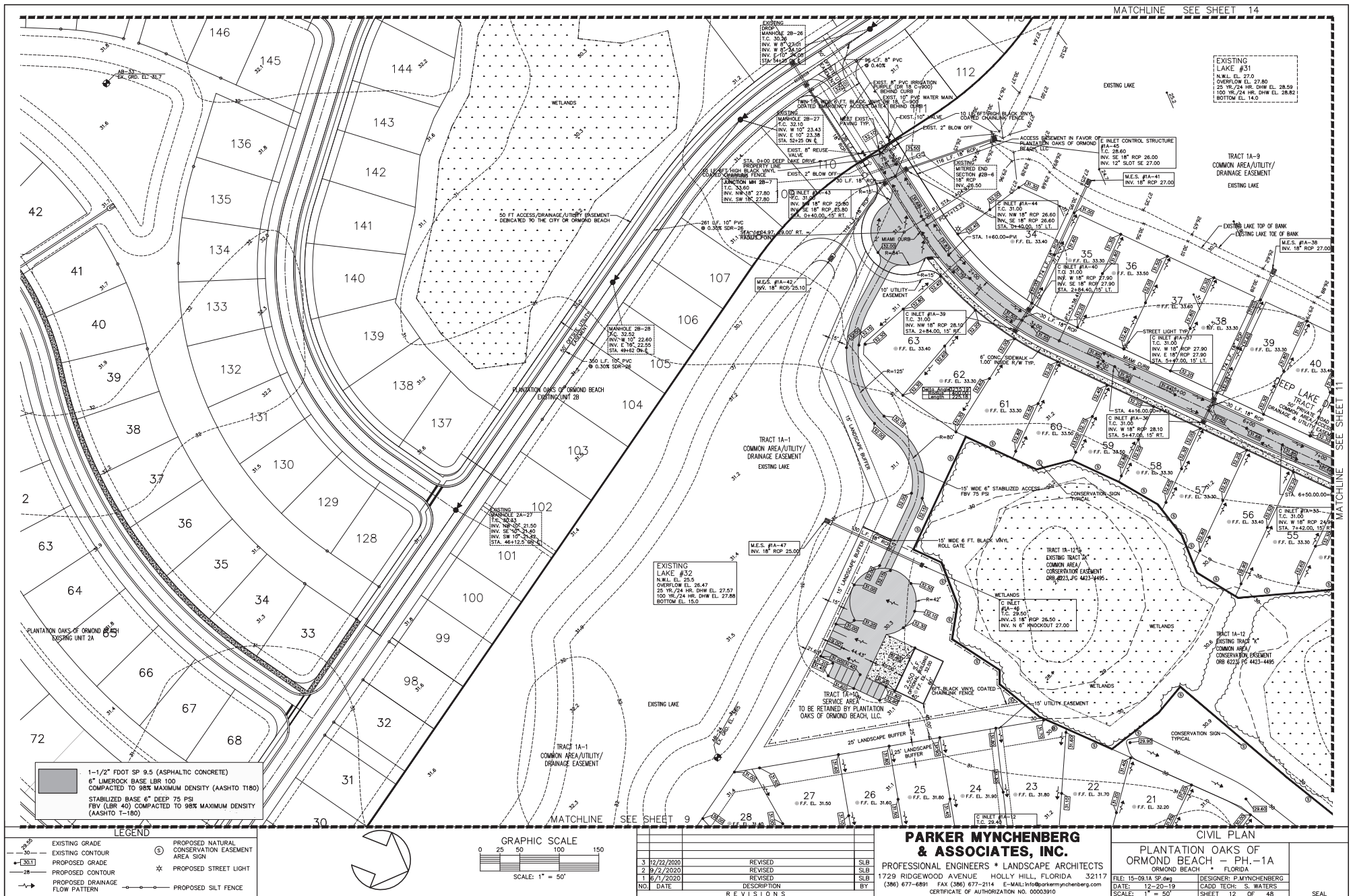
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2	9/2/2020	REVISED	SLB
1	6/7/2020	REVISED	SLB
NO.	DATE	DESCRIPTION	BY
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COVER SHEET			
PLANTATION OAKS OF ORMOND BEACH - PHASE 1-A			SEAL
ORMOND BEACH * FLORIDA			
FILE NO. PO PH 1.CSWDG	DESIGNER: P.MYNCHENBERG		
DATE: 12-20-19	CADD TECH: S.WATERS		
SCALE: NONE	SHEET: 48		

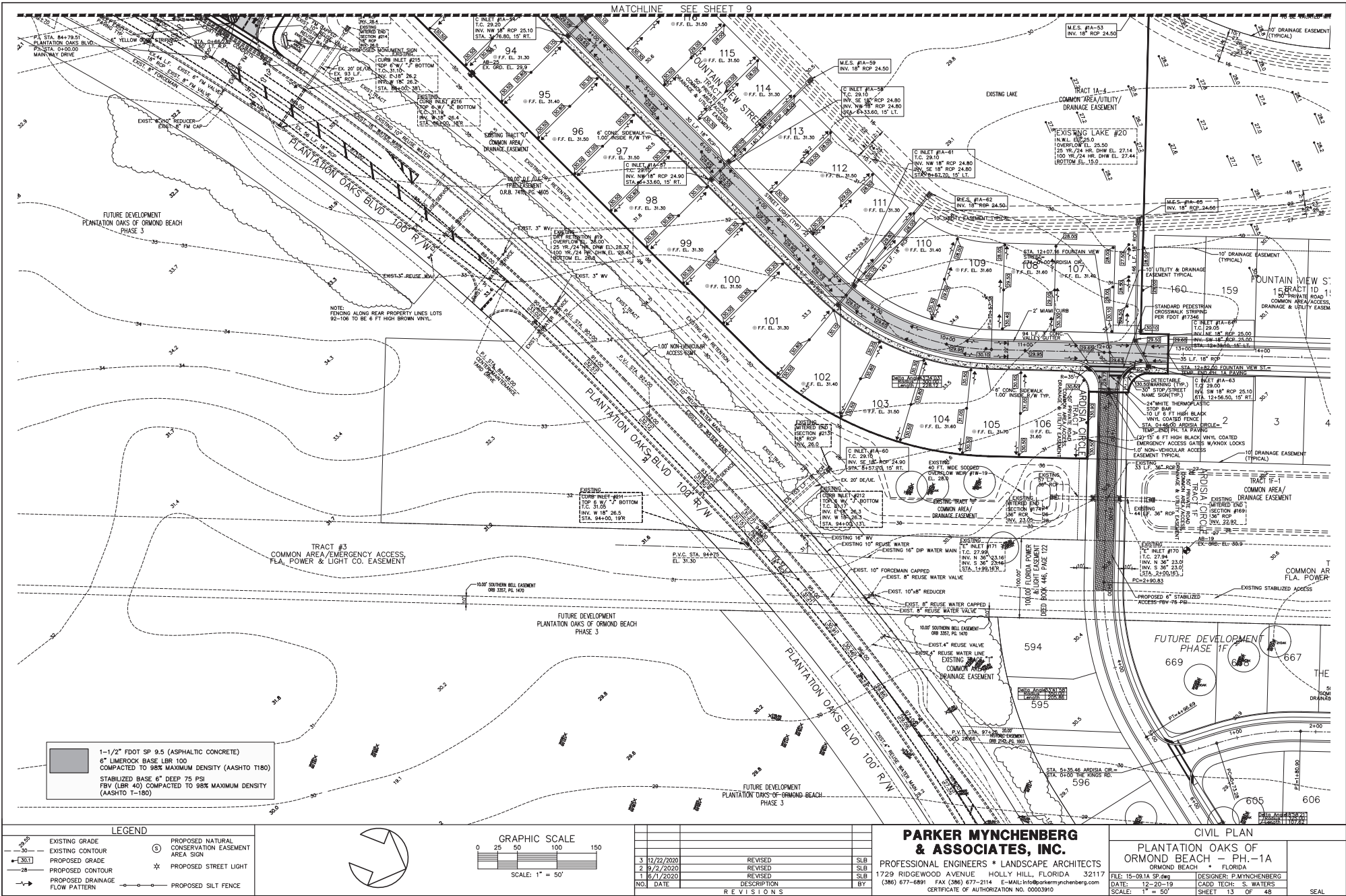


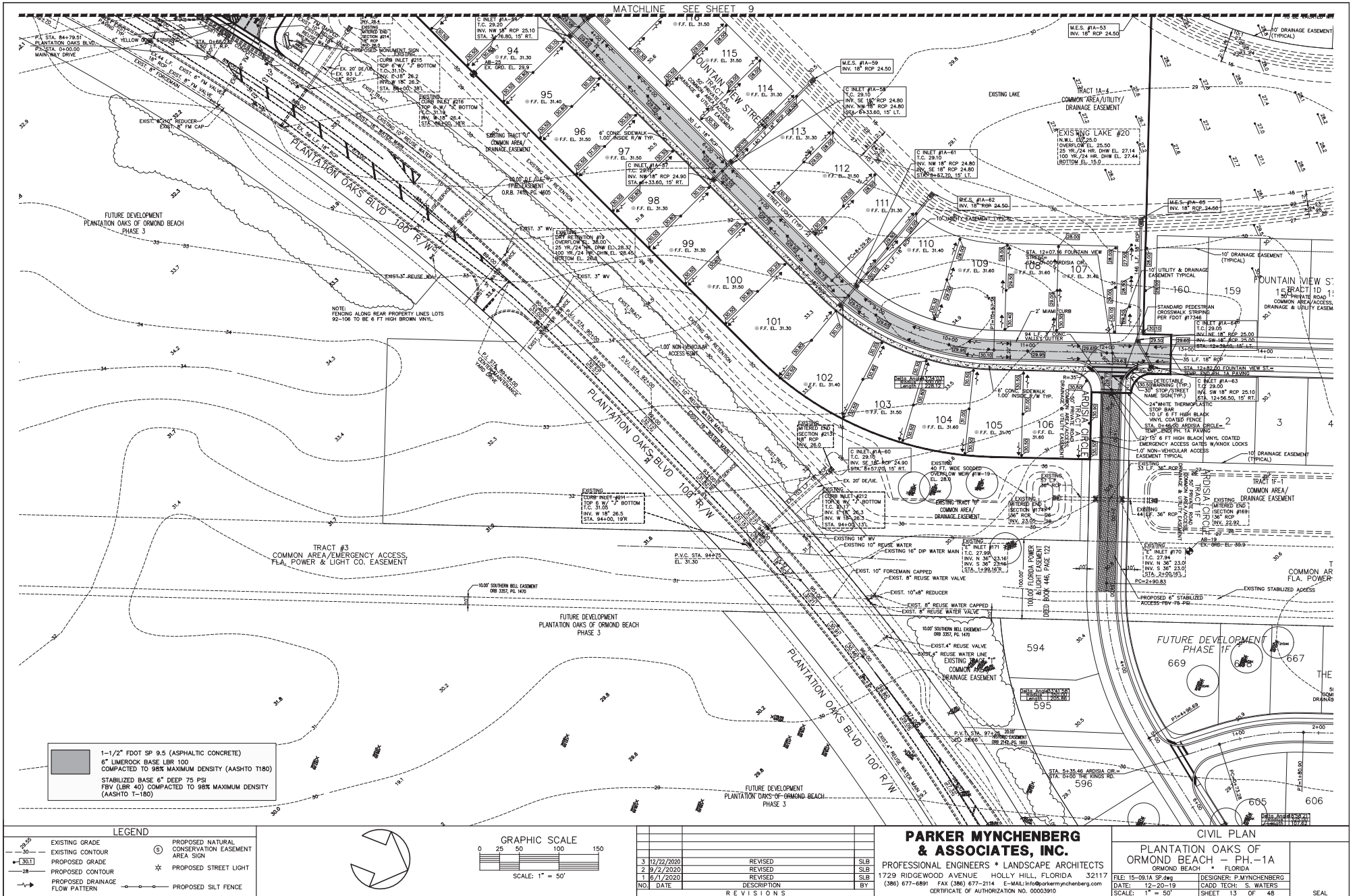


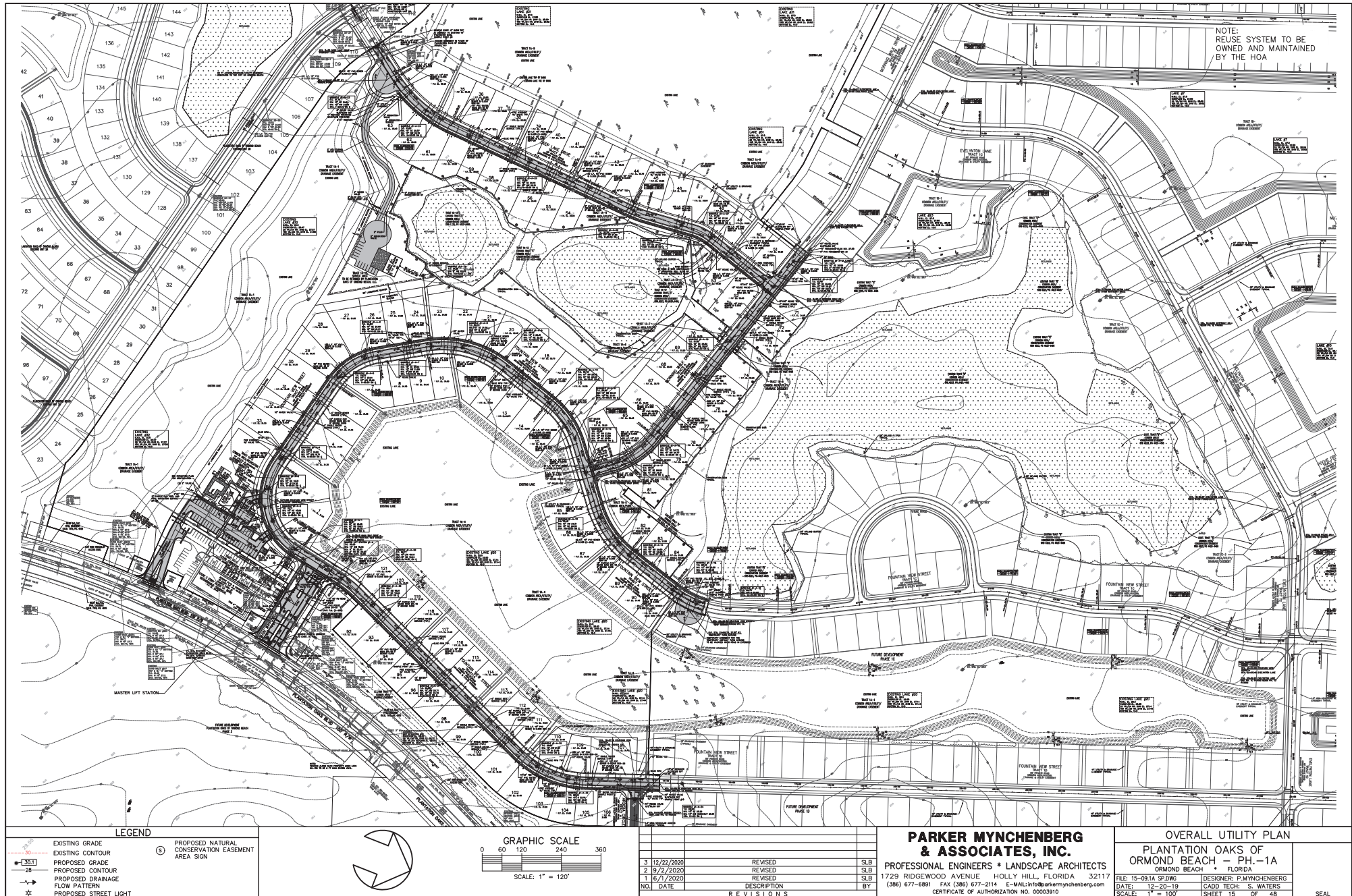


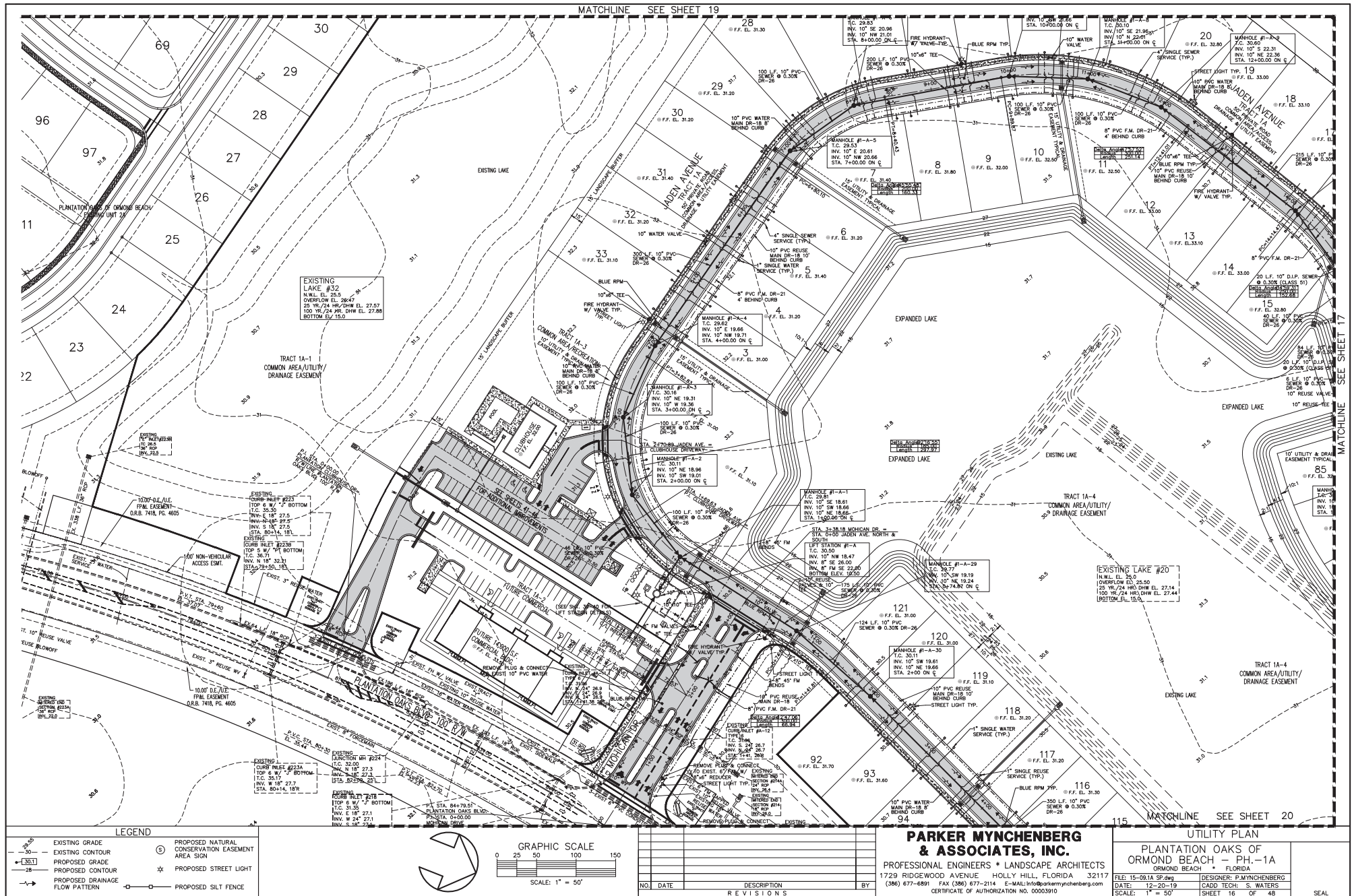


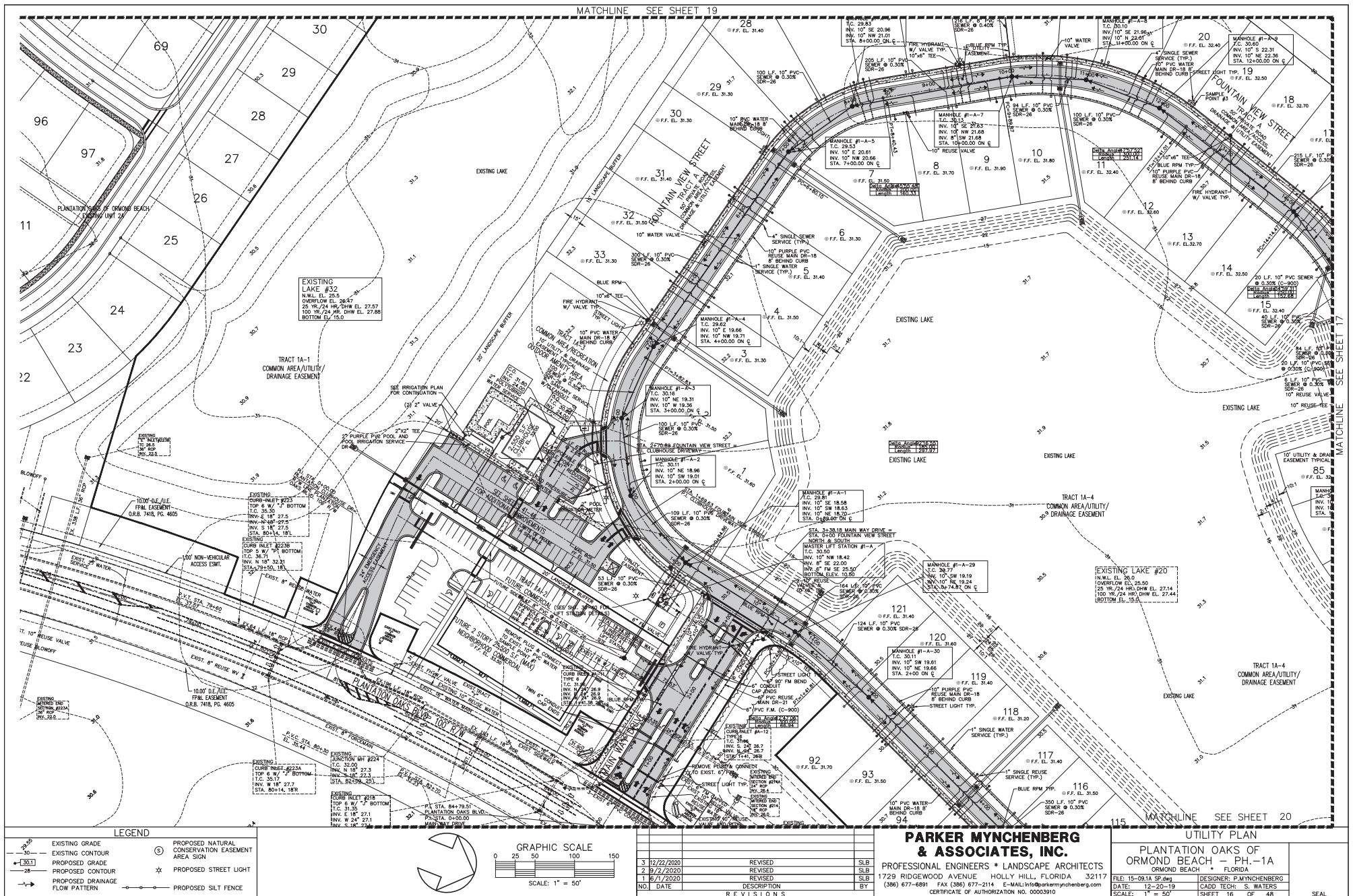


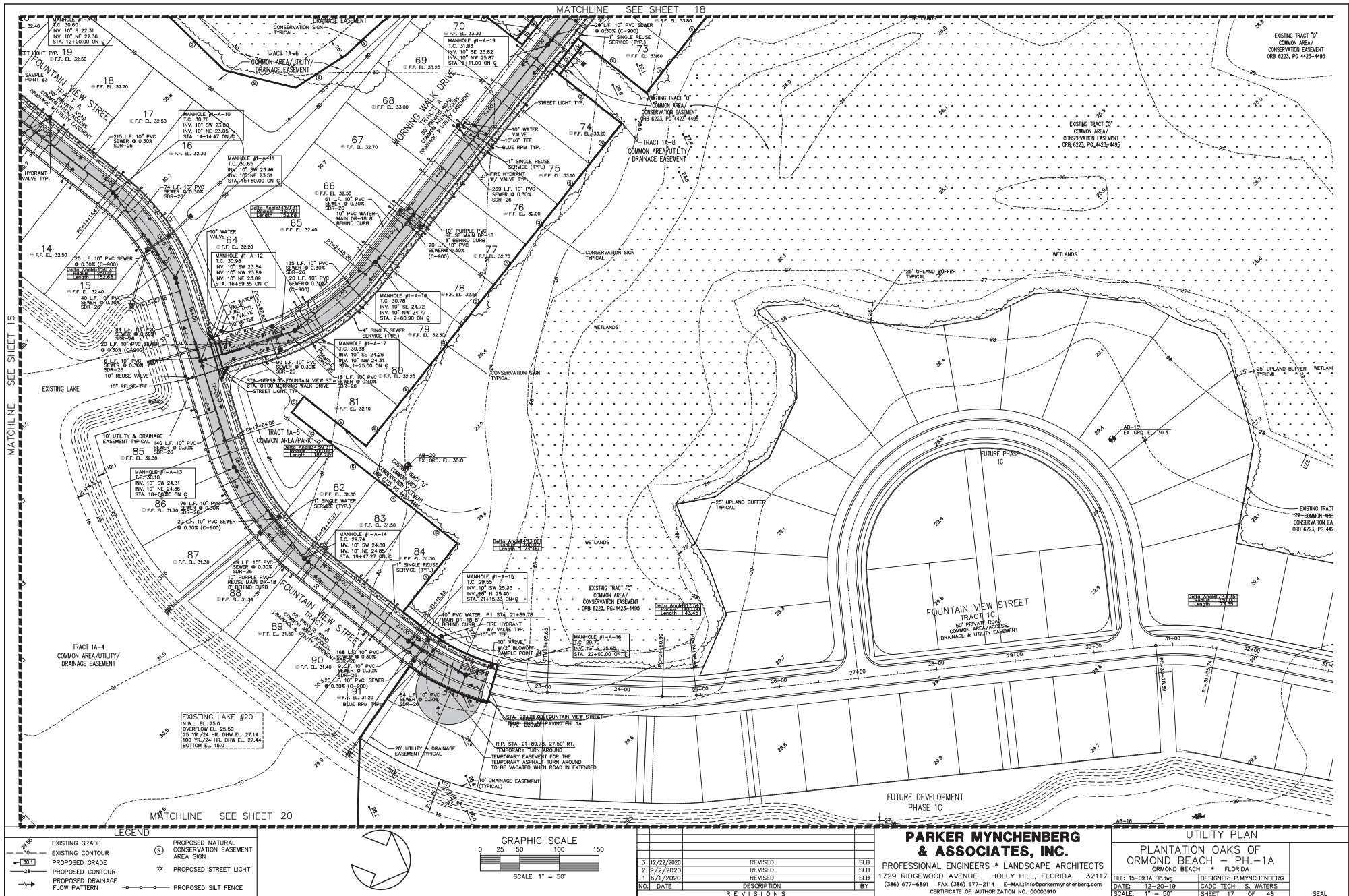


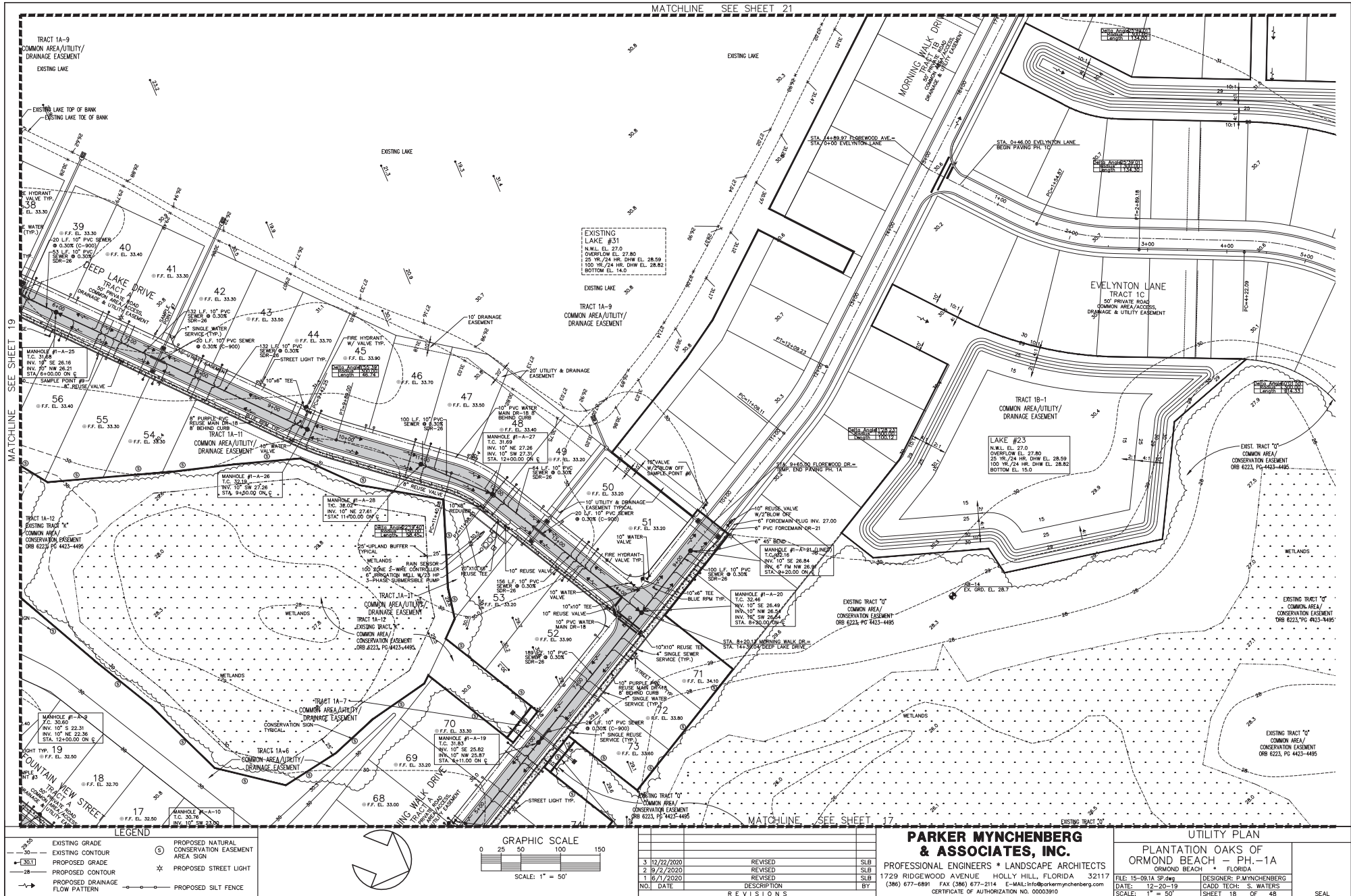


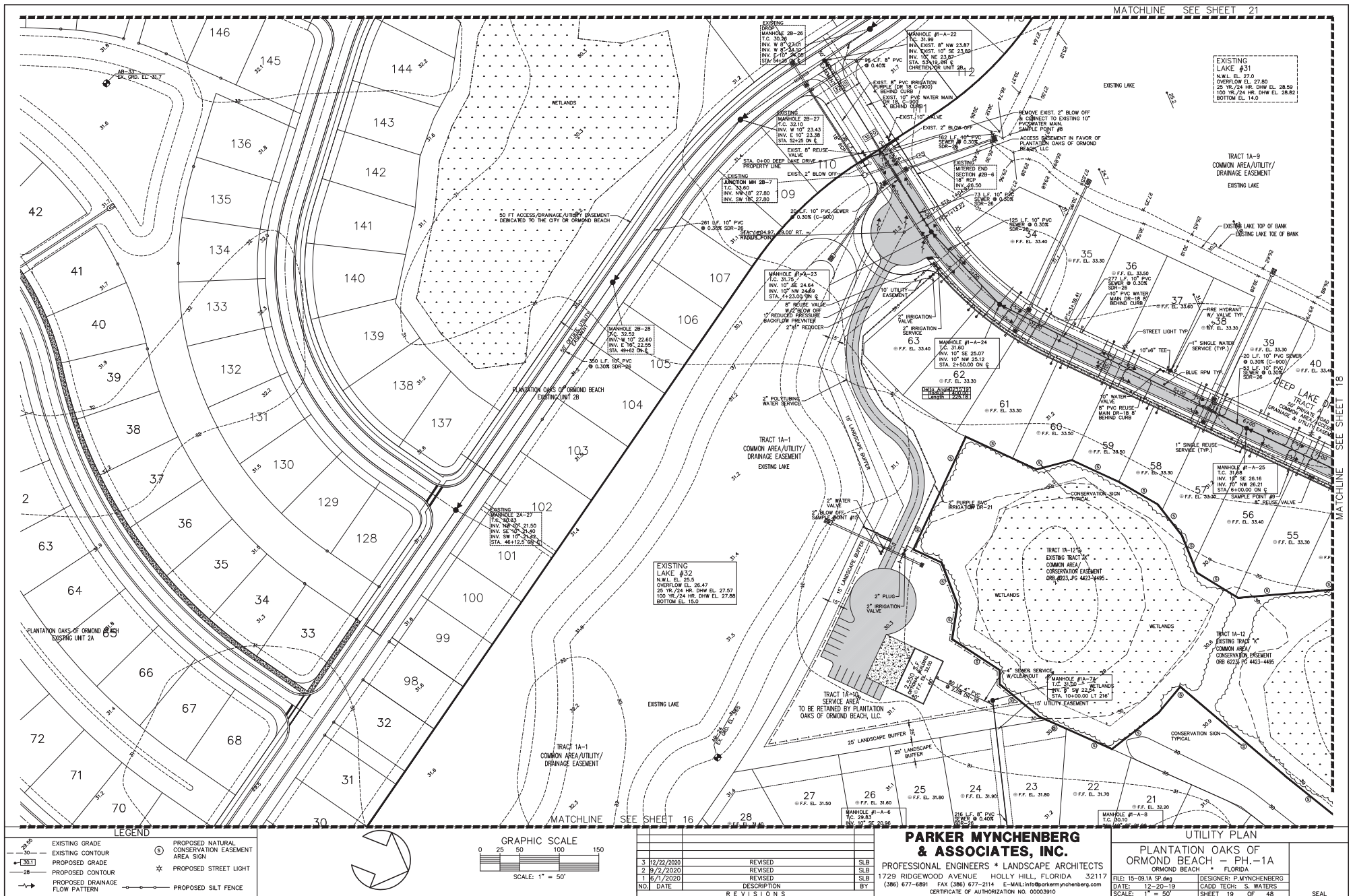


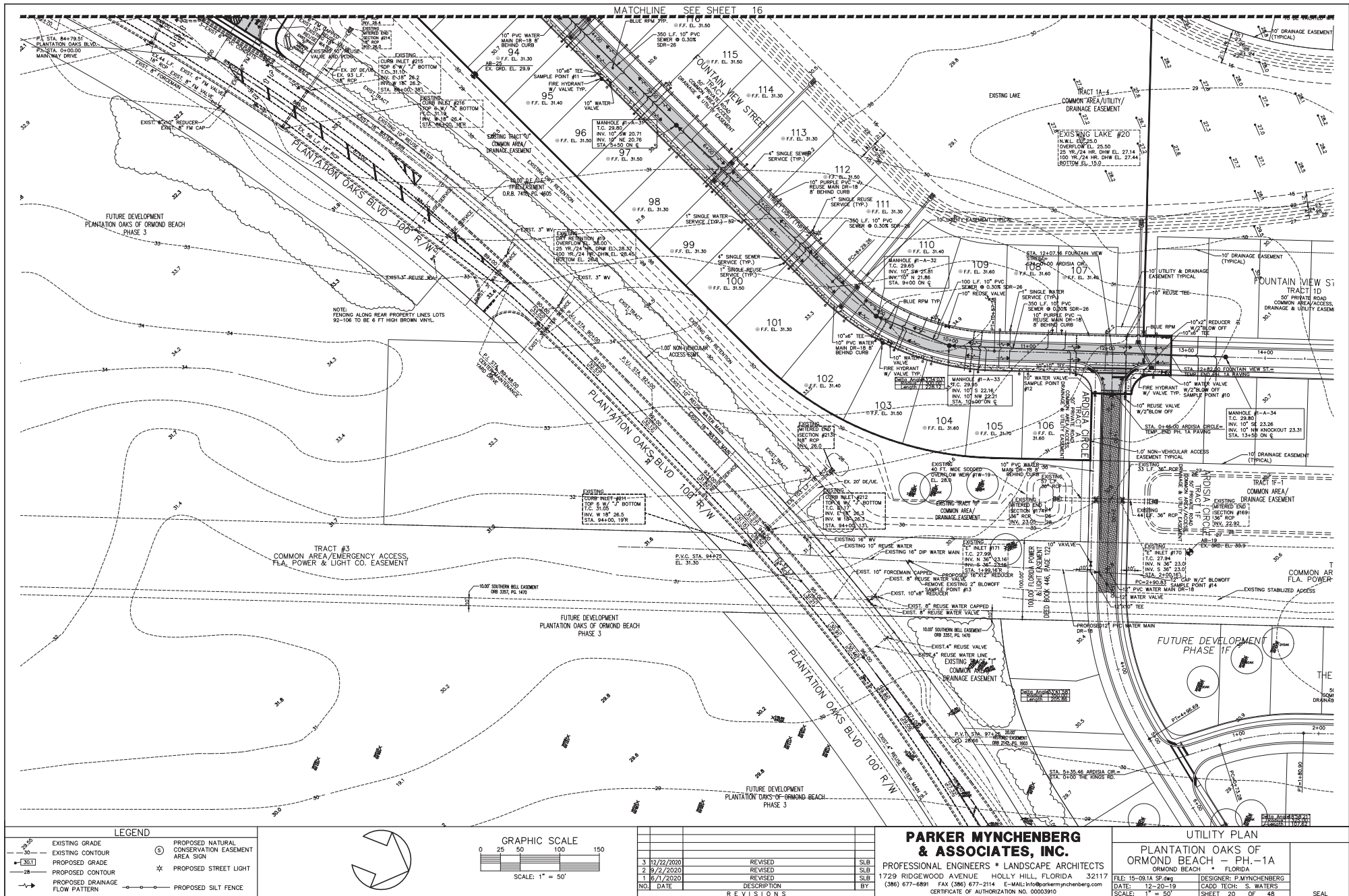




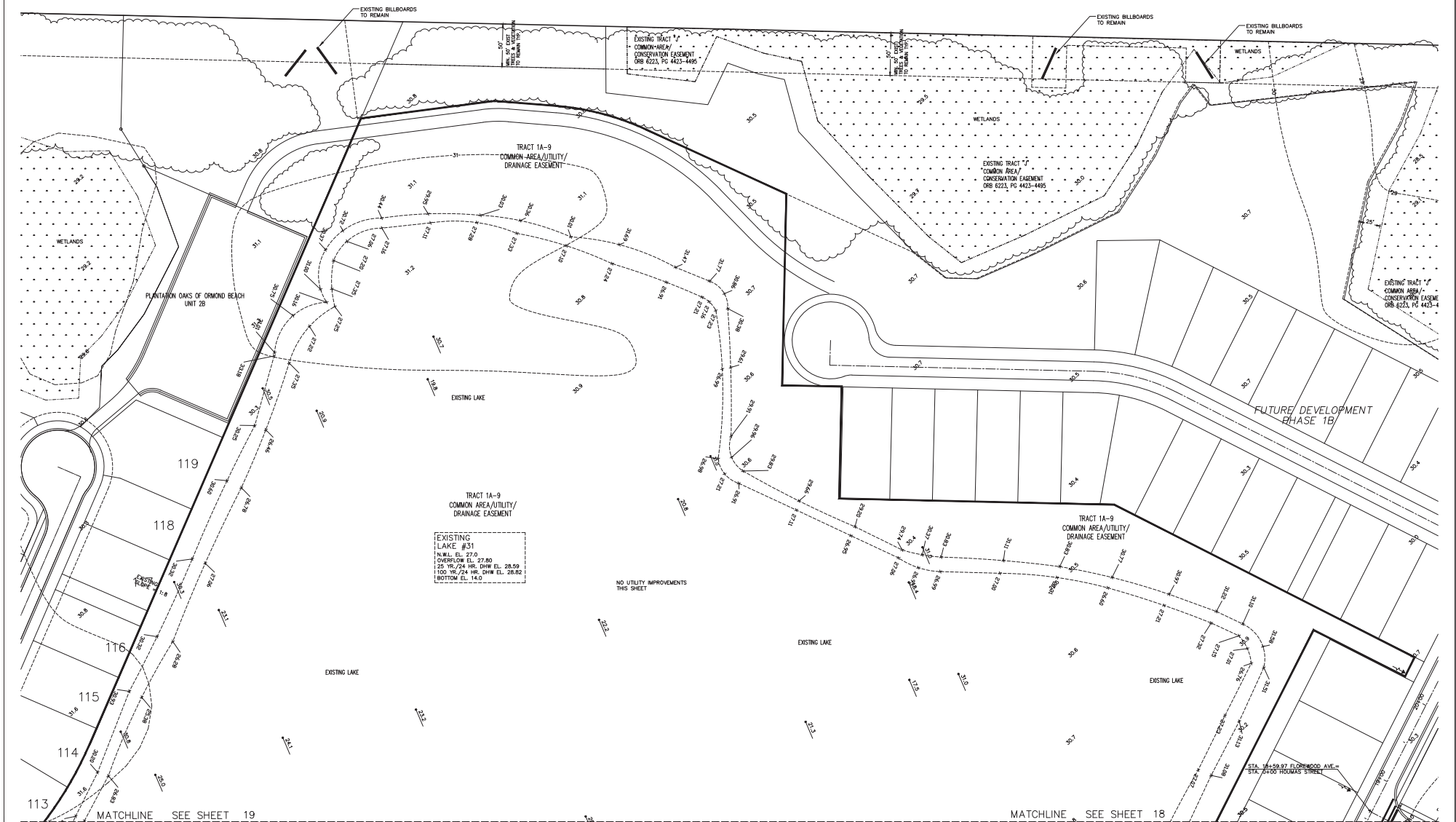




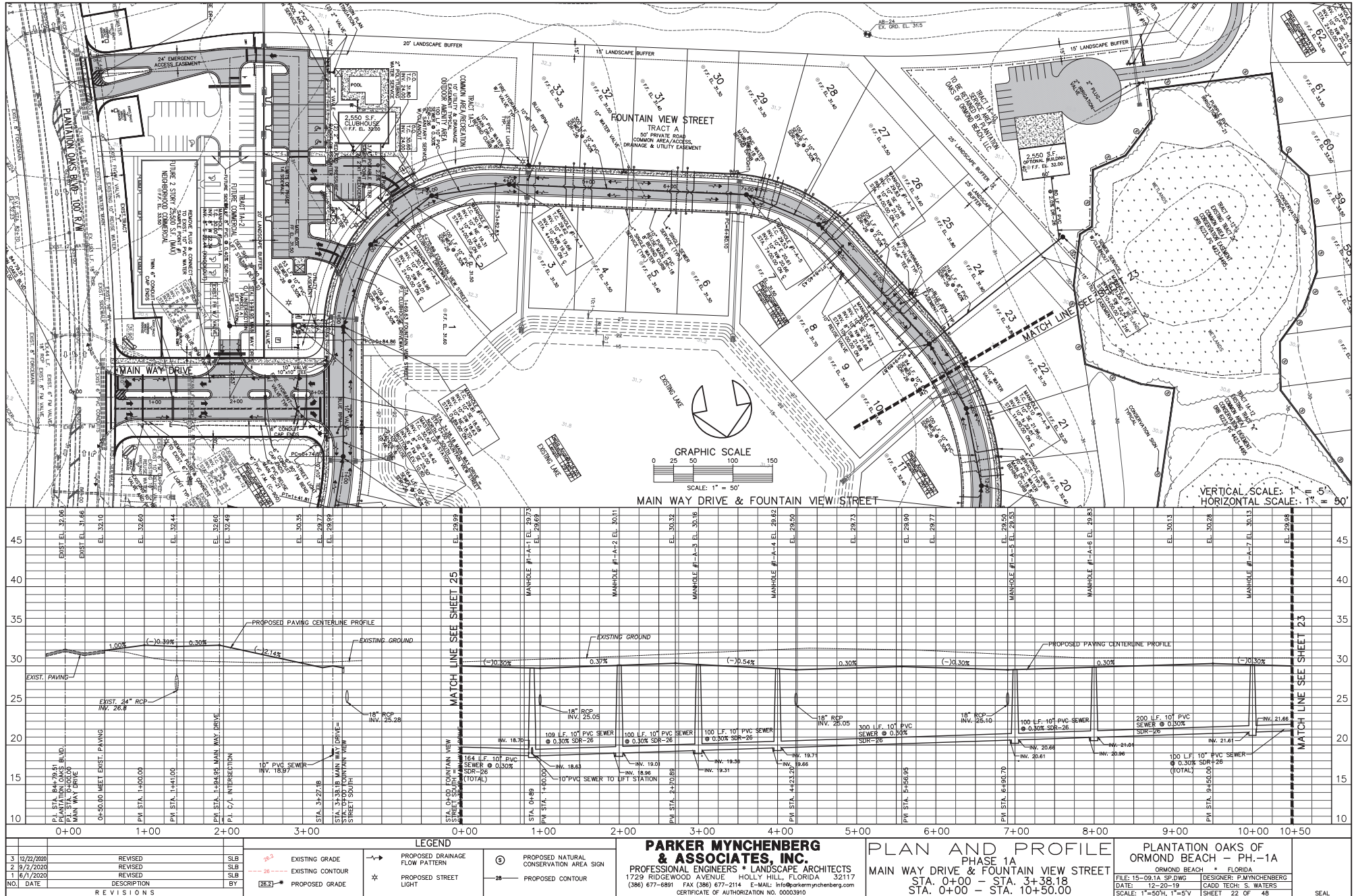


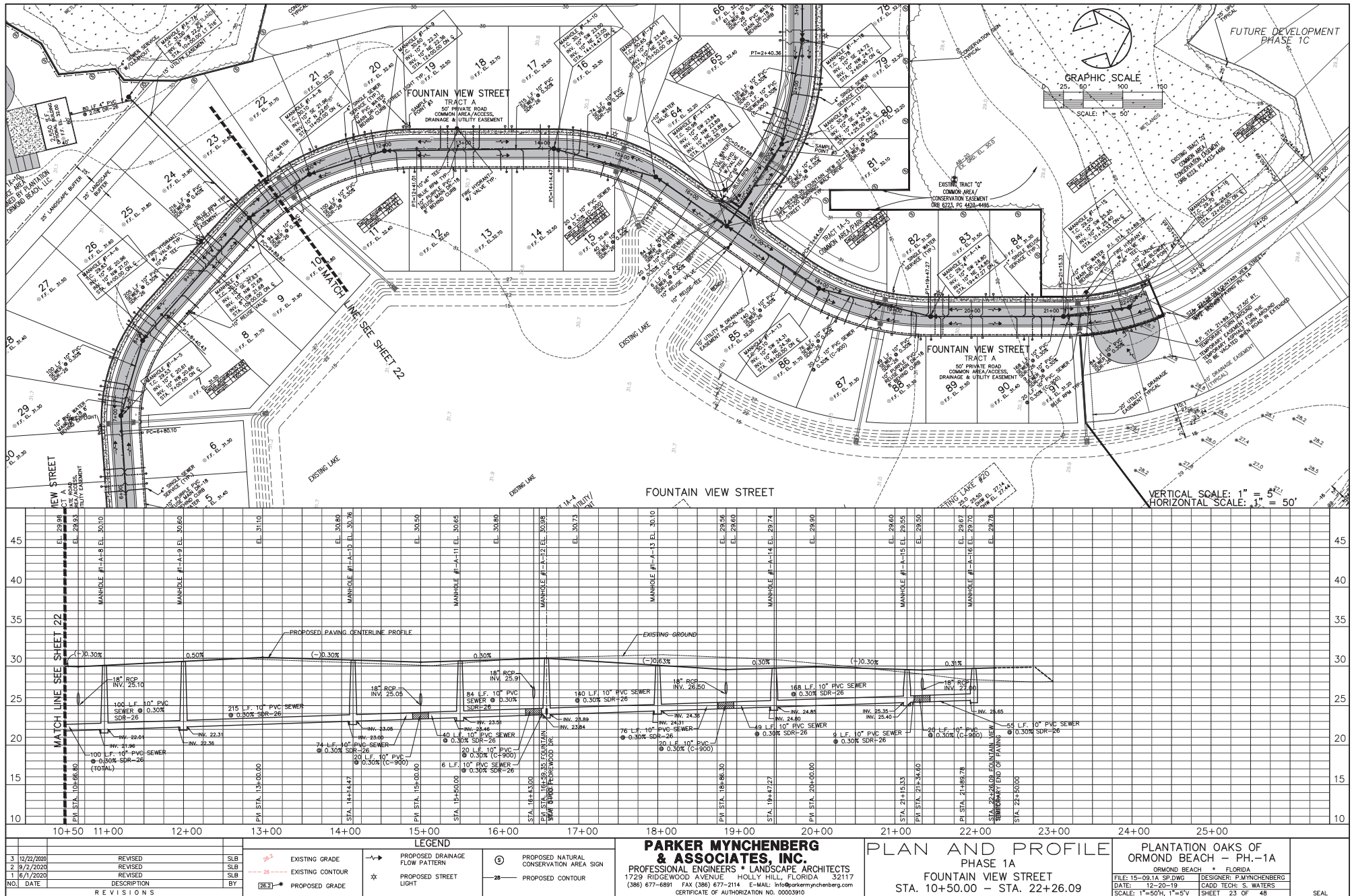


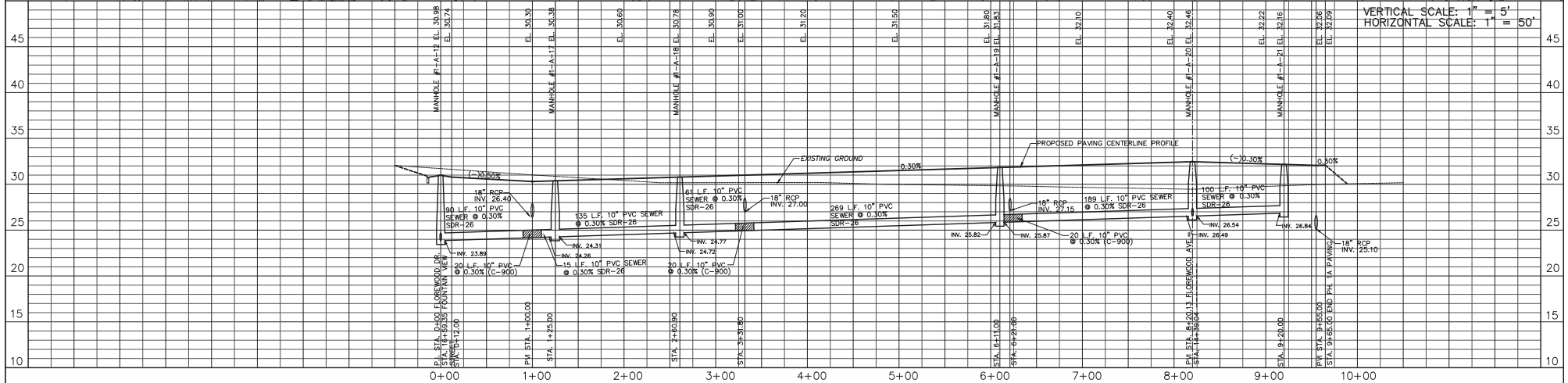
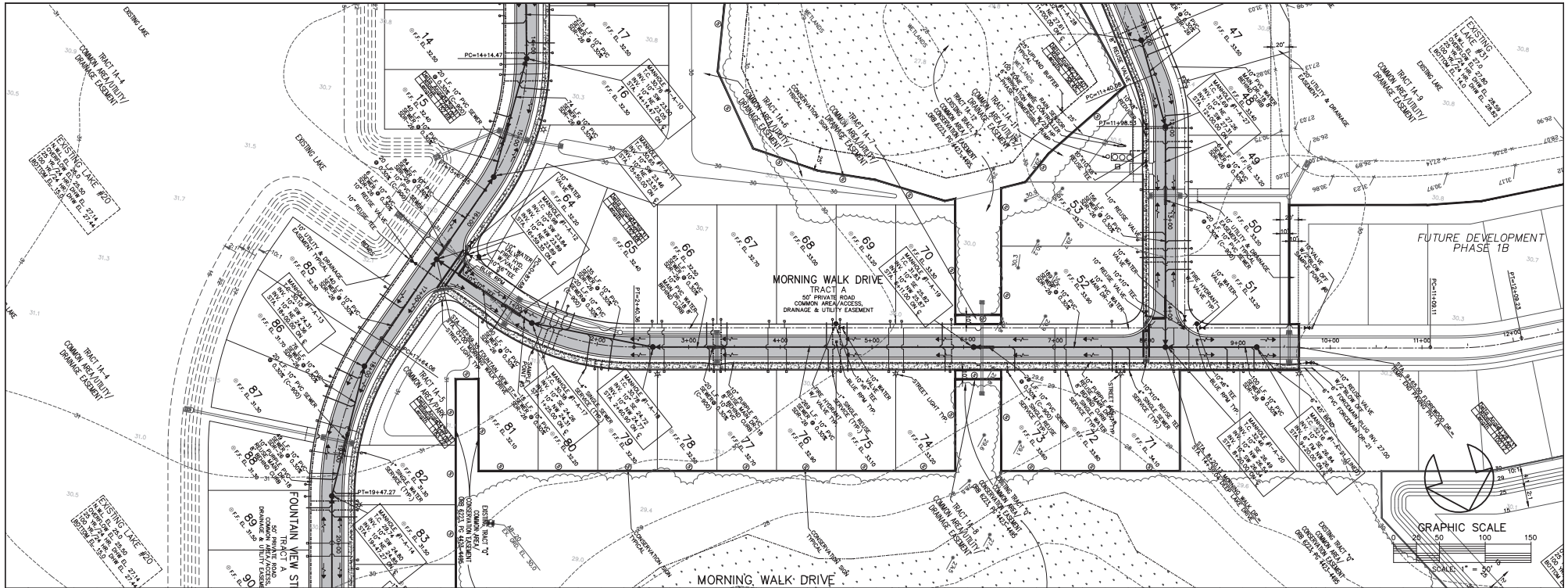
INTERSTATE 95



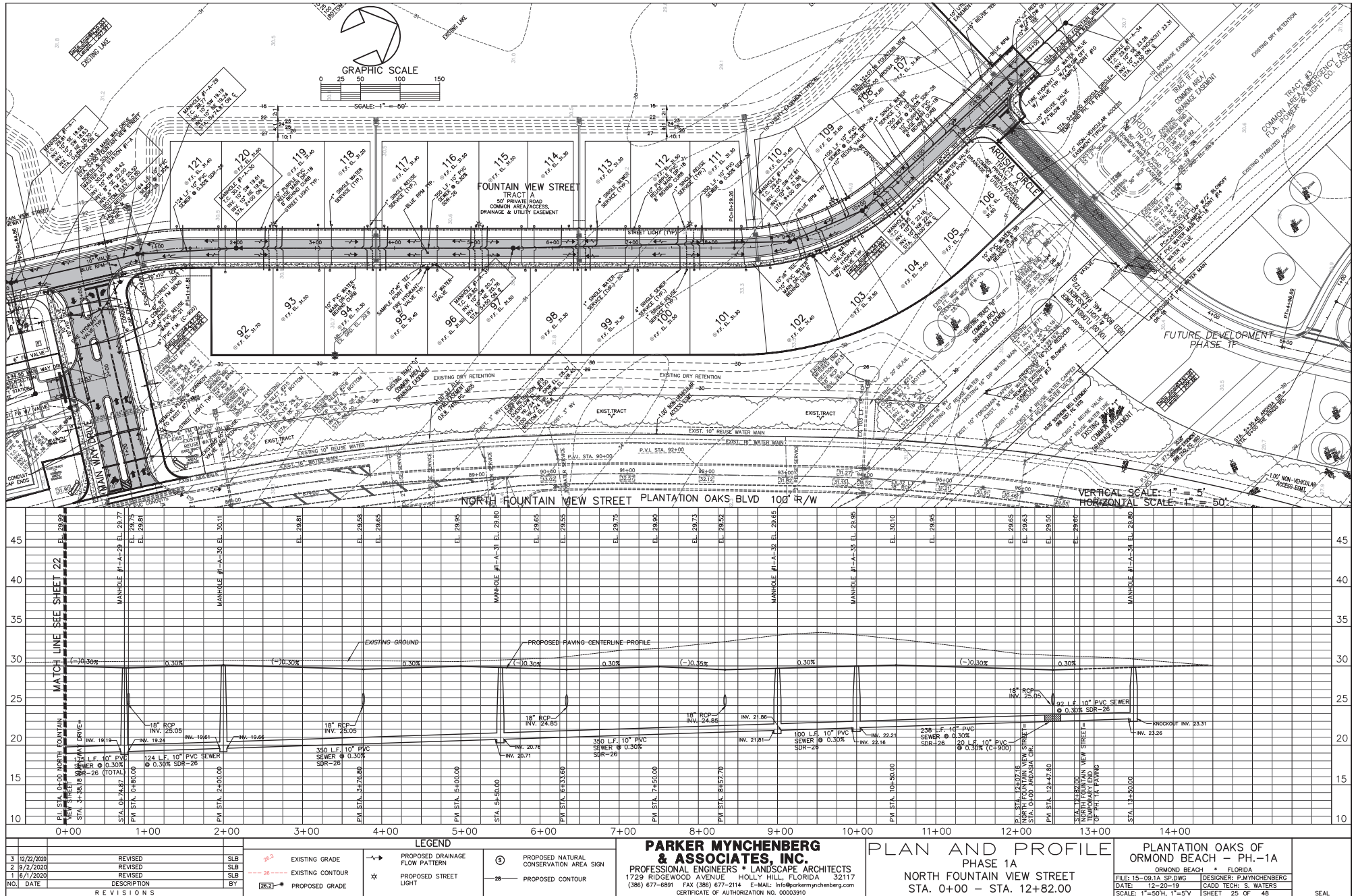
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NO.	DATE	DESCRIPTION	BY																						
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2	9/2/2020	REVISED	SLB																						
1	6/1/2020	REVISED	SLB																						

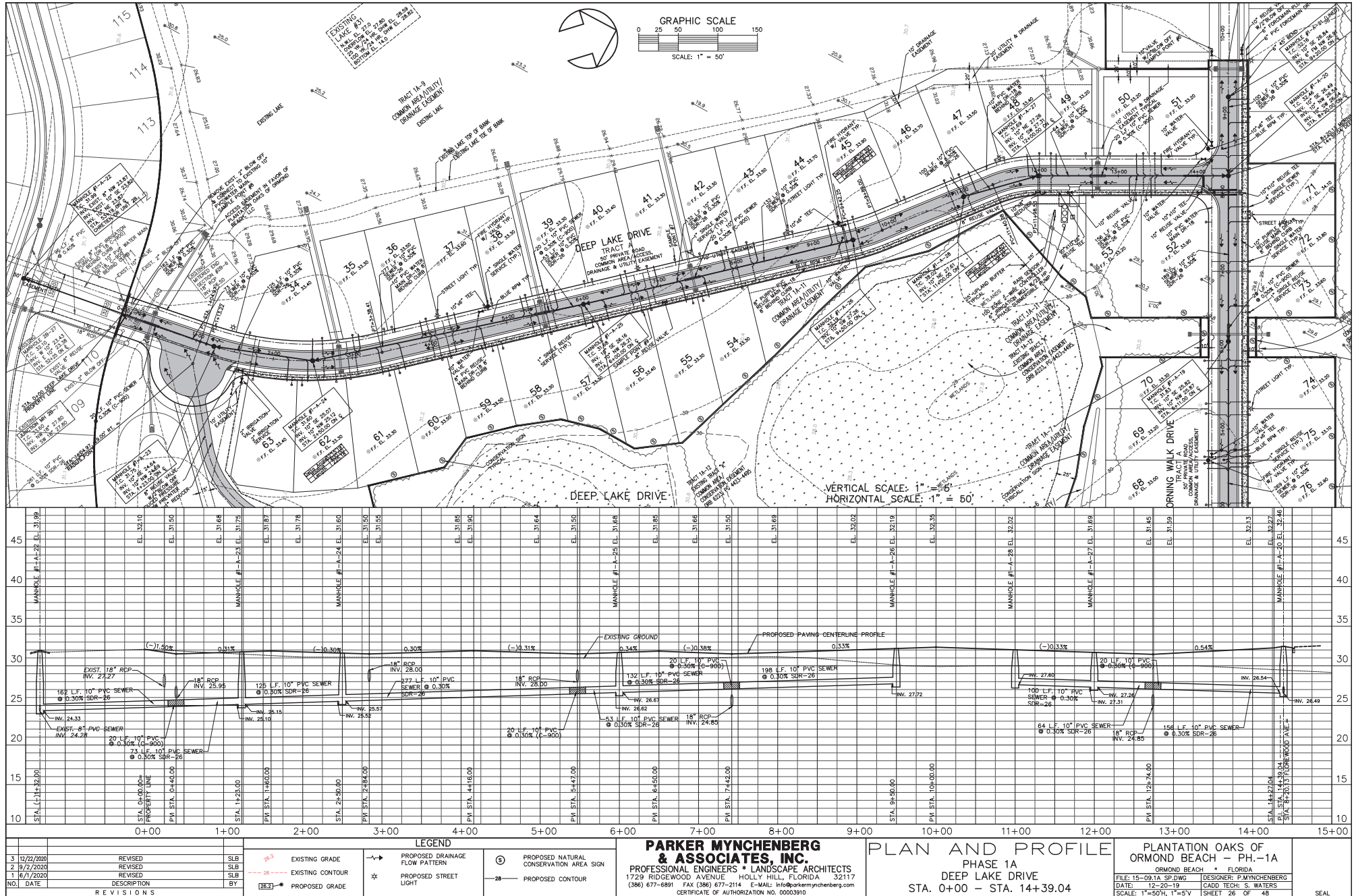


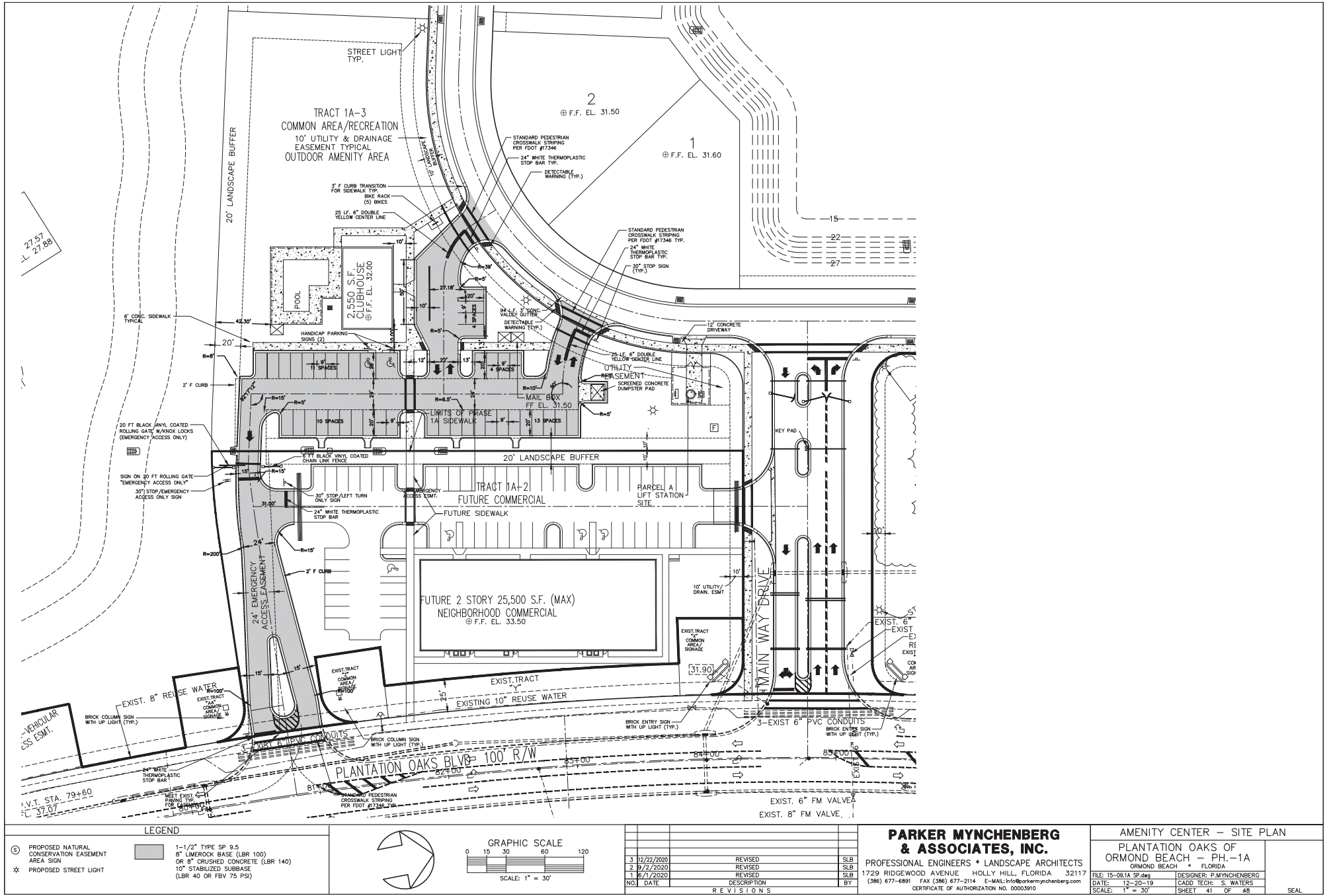


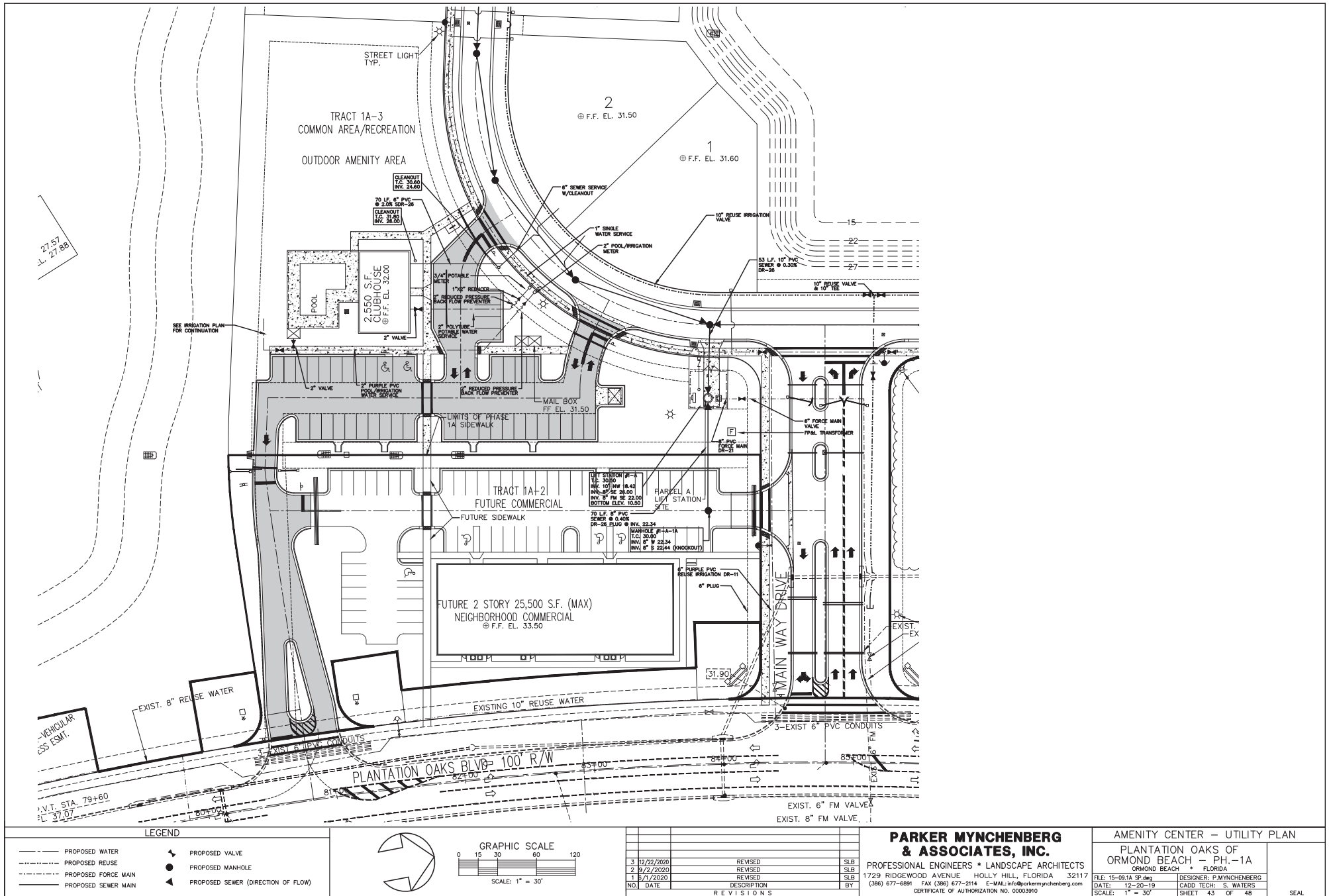


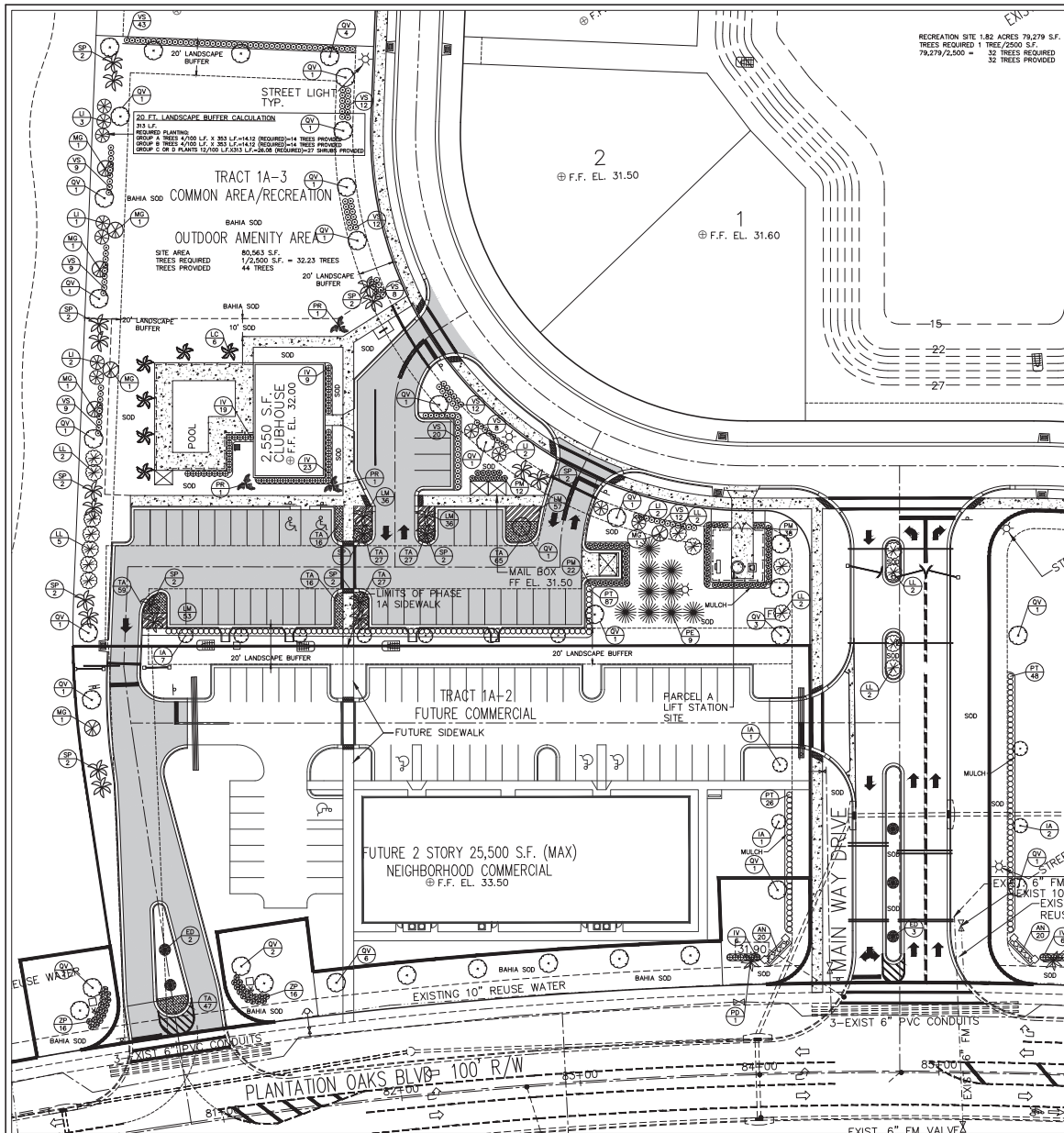
REVISIONS			LEGEND		PLAN AND PROFILE		PLANTATION OAKS OF ORMOND BEACH - PH.-1A	
3	12/22/2020	REVISED	SLB	EXISTING GRADE	PROPOSED DRAINAGE FLOW PATTERN	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NO. 00003910	ORMOND BEACH * FLORIDA FILE: 15-09.1A SP.DWG DATE: 12-20-19 SCALE: 1"=50'H, 1"=5'V SHEET 24 OF 48	DESIGNED: P. MYNCHENBERG CADD TECH: S. WATERS SHEET 24 OF 48
2	9/2/2020	REVISED	SLB	EXISTING CONTOUR	PROPOSED STREET LIGHT			
1	6/1/2020	REVISED	SLB	PROPOSED GRADE	PROPOSED NATURAL CONSERVATION AREA SIGN			
NO.	DATE	DESCRIPTION	BY		PROPOSED CONTOUR			







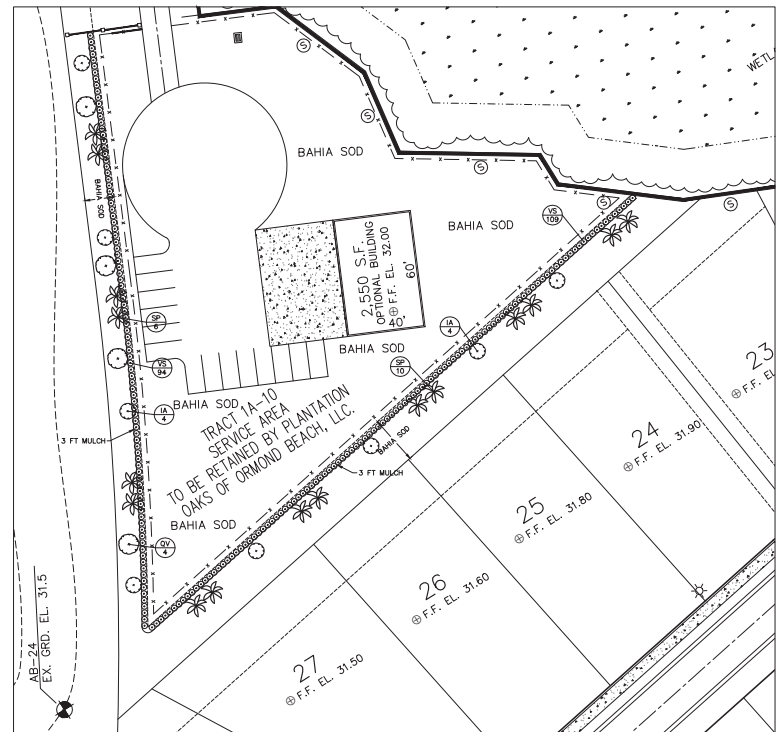




PLANT LIST - AMENITY AREA				
SYMBOL	ABB. QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	SP 22	SABAL PALMETTO	SABAL PALM	14' - 16' HEIGHT
	LC 6	LIVISTONIA CHINENSIS	CHINESE FAN PALM	12' - 14' HEIGHT
	PD 2	PHOENIX DACTYLOPERA	WEDGWOOD DATE PALM	12'-14" CLEAN TRUNK
	QV 35	QUERCUS VIRGINIANA	LIVE OAK	2"-4" CALIPER 9'-14" HT.
	LL 11	LIVISTUUM JAPONICUM	LIVISTUUM TREE	8" HT., 6" SPREAD MIN. 3" CALIPER
	MG 7	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	SPR. LATE-12' HT. 5" MIN. CAL. DBH
	ED 5	ELAEOCARPUS ARGENTEA	JAPANESE BLUEBERRY	8" HT., 2.5" CAL.
	IA 11	ILEX X TILIIFOLIA	EADE PALMATA HOLLY	2" CALIPER 10' HT.
	LI 14	LAGERSTROEMIA INDICA	ORANGE MYRTLE	1 1/2" DIA CALIPER 8" HT. MIN.-TRUNK
	PR 3	PHOENIX ROEBELII	PIYOMI DATE PALM	3 TRUNK, 6-8 FT. HT.
	LI 63	LIVISTONIA CHINENSIS	CHINESE FAN PALM	7 GAL.-3" O.C., 24"
	O 145	VIBURNUM ACERIFOLIUM	VIBURNUM, SHAGBARK	7 GAL.-3" O.C., 24"
	O FT 161	PITTOSPORUM TOBIRA	GREEN PITTOSPORUM	2 GAL.-3" O.C., 24"
	ZP 32	ZAMIA PUMILA	YUCCA	2 GAL.-3" O.C., 24"
	PM 72	PODOCARPUS MACROPHYLLA	WEE COCONUT	7 GAL.-2" O.C., 24"
	LM 182	JUNIPERUS HORIZONTALIS	HORIZONTAL JUNIPER	1 GAL., 12"-15" SPK 20" O.C.
	TA 284	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	1 GAL., 12"-15" SPK 20" O.C.
	AN 40		ANNUALS-VARIOUS COLORS	1 GAL., 12"-15" SPK 20" O.C.
	PE 9	PINUS ELLIOTTI	SLASH PINE	65 GAL. MIN., 10'-12" 3.5" MIN. CAL. DBH

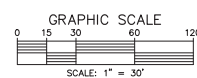
PLANT LIST - SERVICE AREA 1A-10					
SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	SP	16	SABAL PALMETTO	SABAL PALM	14" - 16" HEIGHT
	IA	8	ILEX X ITENUJIA	EAST PALATKA HOLLY	2" CALIPER 10" HT.
	QV	4	QUERUS VIRGINIANA	LIVE OAK	2" CALIPER 9'-14" HT.
	VS	203	VIERNUM SUSPENSUM	VIERNUM, SANDANKWA	3 GAL-3" O.C.

NOTE:
PLANT MATERIAL SIZES WILL FOLLOW THE CITY OF ORMOND BEACH ORDINANCE PER APPROVED PRD
DEVELOPMENT AGREEMENTS OF 2/2/2021 AND 1/27/2012.



SERVICE AREA – LANDSCAPE PLAN

LEGEND	
③	PROPOSED NATURAL CONSERVATION EASEMENT AREA SIGN
☆	PROPOSED STREET LIGHT



3	12/22/2020		REVISED
2	9/2/2020		REVISED
1	6/1/2020		REVISED
NO.	DATE		DESCRIPTION
			REVISIONS

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

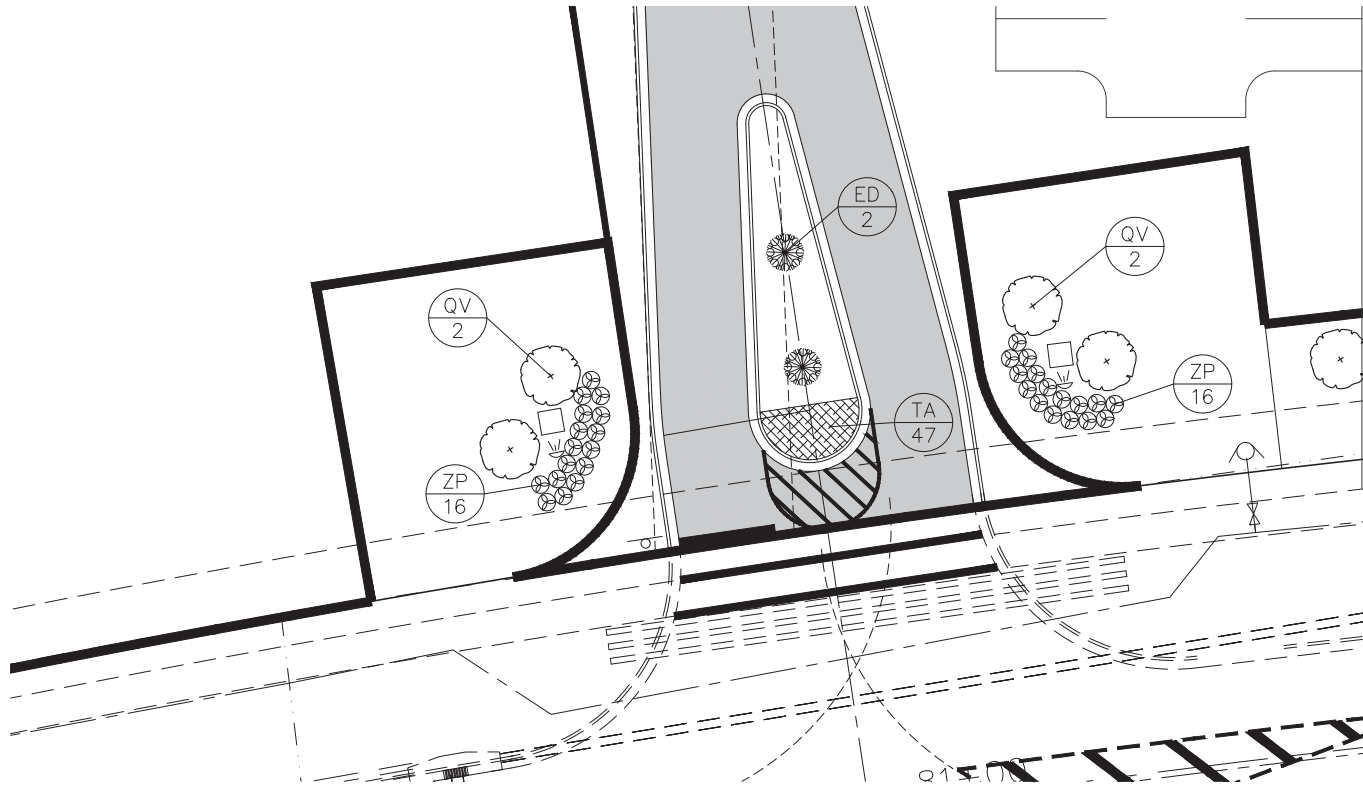
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NO. 00003910

AMENITY CENTER – LANDSCAPE PLAN

PLANTATION OAKS OF
ORMOND BEACH - PH.-1A
ORMOND BEACH * FLORIDA

17	FILE: 15-09.1A SP.dwg	DESIGNER: P.MYNCHENBERG
m	DATE: 12-20-19	CADD TECH: S. WATERS
	SCALE: 1" = 30'	SHEET 44 OF 48

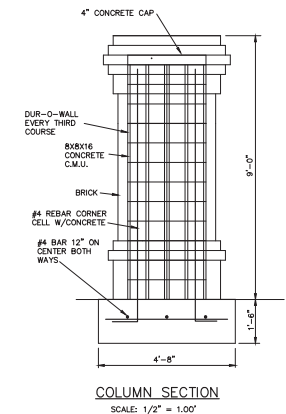
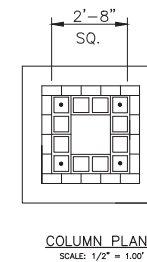
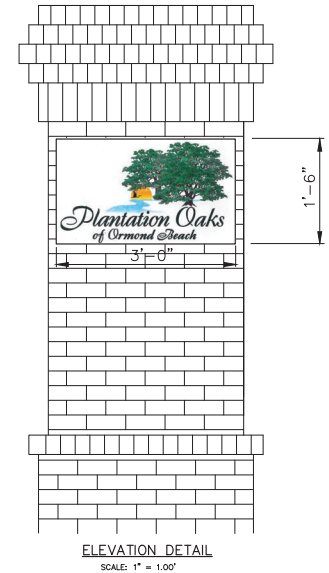
SEAL



PLANTATION OAKS BLVD 100' R/W
1" = 10'

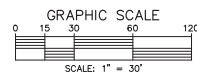
PLANT LIST - CLUBHOUSE - ENTRANCE					
SYMBOL	AMT.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
TA	205		TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	1 GAL., 12"-15" SPD., 20" O.C.
ZP	32		ZAMIA PUMILA	COONIE	2 GAL.-3" O.C., 24" HT
ED	3		ELAEOCARPUS DECIPENS	JAPANESE BLUEBERRY	2 1/2" CALIBER, 8' HT
QV	17		QUERCUS VIRGINIANA	LIVE OAK	2 1/2" CALIBER 9'-14' HT.

NOTE:
PLANT MATERIAL SIZES WILL FOLLOW THE VOLUSIA COUNTY ORDINANCE PER APPROVED PUD DEVELOPMENT AGREEMENTS OF 12/24/2002 AND 1-27-2012.



LEGEND

- PROPOSED NATURAL CONSERVATION EASEMENT AREA SIGN
- PROPOSED STREET LIGHT



NO.	DATE	DESCRIPTION	BY
3	12/22/2020	REVISED	SLB
2	9/2/2020	REVISED	SLB
1	6/1/2020	REVISED	SLB

PARKER MYNCHENBERG & ASSOCIATES, INC.

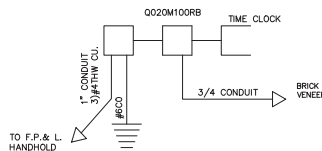
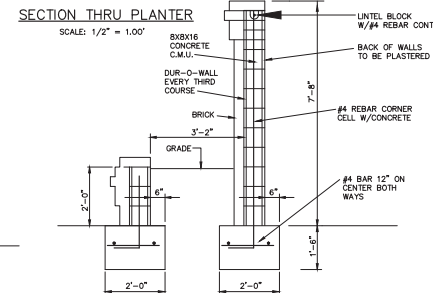
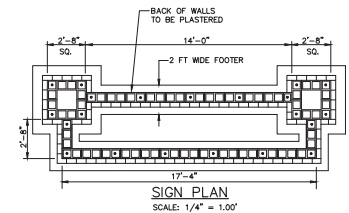
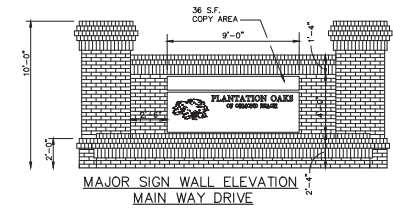
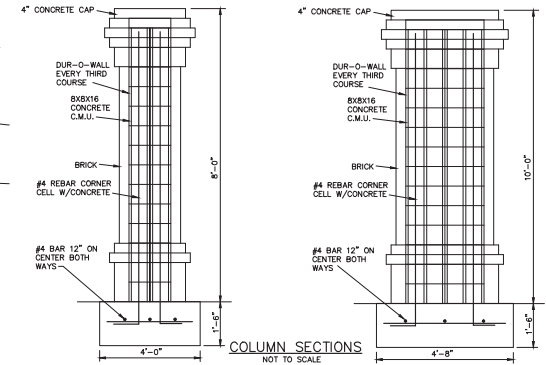
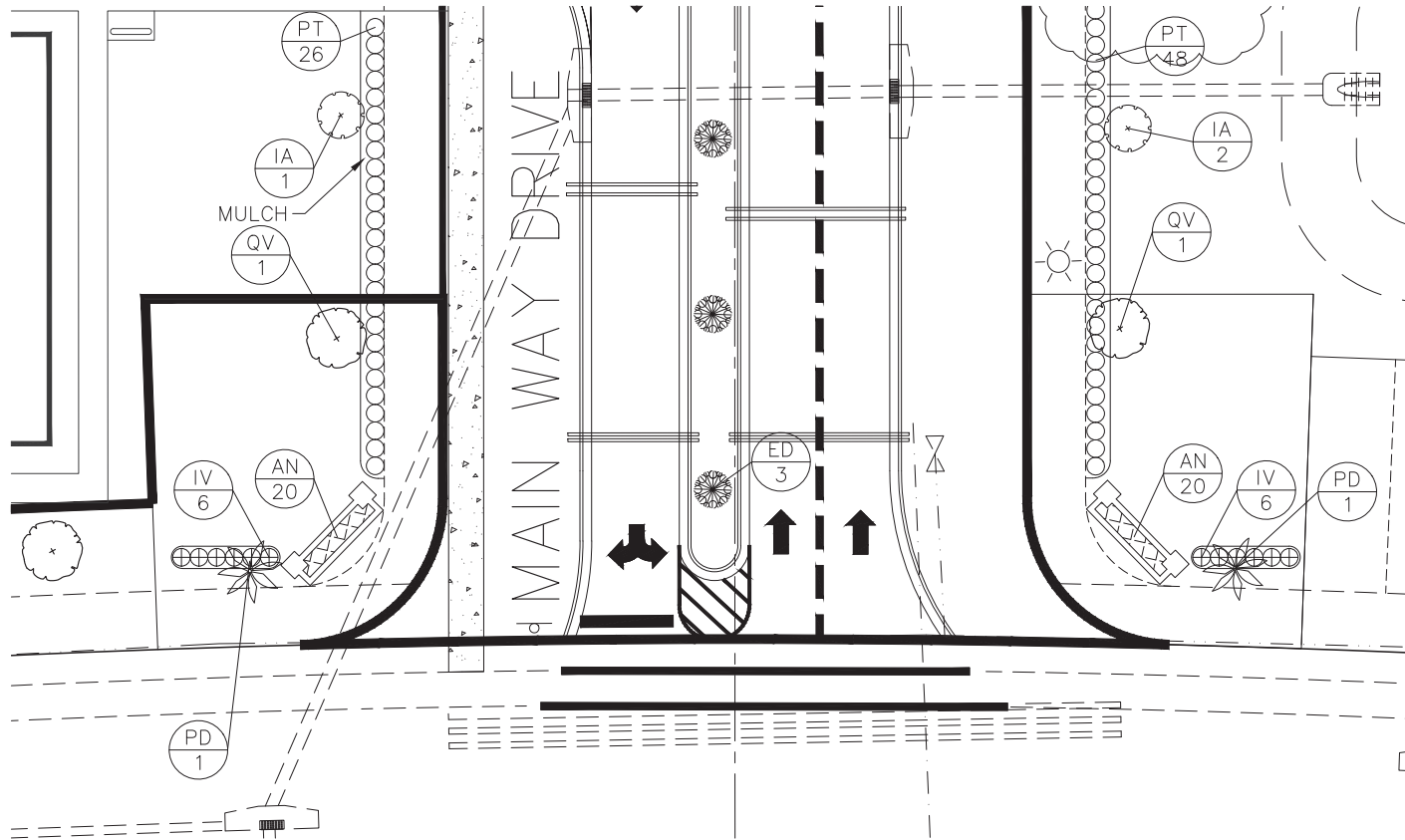
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NO. 00003910

ENTRANCE SIGN DETAILS

PLANTATION OAKS OF ORMOND BEACH - PH.-1A
ORMOND BEACH * FLORIDA

FILE: 15-09.1A SP.dwg DESIGNER: P.MYNCHENBERG
DATE: 12-20-19 CADD TECH: S. WATERS
SCALE: 1" = 10' SHEET 48 OF 48

SEAL



PLANT LIST - MAIN WAY DRIVE - ENTRANCE				
SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME
AN	40		ANNUAL VARIOUS COLORS	
IV	12		ILEX VOMITORIA-SCHILLINGS	DWARF YAUPOIN HOLLY
PT	74		PITISPORUM TOBIRA	GREEN PITISPORUM
PD	2		PHOENIX DACTYLIFERA	MEDJOL DATE PALM
QV	2		QUERCUS VIRGINIANA	LIVE OAK
ED	3		ELAEODARPUS DEOPIENS	JAPANESE BLUEBERRY
IA	3		ILEX X ITTENIATA	EAST PALATKA HOLLY

NOTE: PLANT MATERIAL SIZES WILL FOLLOW THE VOLUSIA COUNTY ORDINANCE PER APPROVED PUD DEVELOPMENT AGREEMENTS OF 12/24/2002 AND 1-27-2012.

UPLIGHT - KM MODEL 4016MVN, 175W, R-40 MERCURY VAPOR, 120 VOLT, 60HZ, 1.9 AMP, CAST ALUMINUM, DIRECT WIRE.

LEGEND

- PROPOSED NATURAL CONSERVATION EASEMENT AREA SIGN
- PROPOSED STREET LIGHT



GRAPHIC SCALE
0 15 30 60 120
SCALE: 1" = 30'

NO.	DATE	DESCRIPTION	BY
3	12/23/2020	REVISED	SLB
2	9/2/2020	REVISED	SLB
1	6/17/2020	REVISED	SLB

PARKER MYNCHENBERG & ASSOCIATES, INC.

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CERTIFICATE OF AUTHORIZATION NO. 00003910

ENTRANCE SIGN DETAILS

PLANTATION OAKS OF ORMOND BEACH - PH.-1A

FILE: 15-091A SP.dwg
DATE: 12-20-19
SCALE: 1" = 10'

DESIGNER: P.MYNCHENBERG
CADD TECH: S. WATERS
SHEET 48A OF 48

DRAFT

May 13, 2021

Planning Board minutes

VIII. PUBLIC HEARINGS

A. PP 2021-029 – Plantation Oaks, Unit 1A, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that PP 2021-029 is a request from Mr. Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for Plantation Oaks of Ormond Beach – Phase 1A, consisting of 121 single-family lots on 100.91 acres. Mr. Spraker added that Plantation Oaks received Volusia County development orders in 2002 to 2012. The city provided a development order based on the approvals in 2021 and submitted a site plan to the Site Plan Review Committee (SPRC) for the subdivision plat. Mr. Spraker explained that it is at the point in the process where the preliminary plat is being reviewed by the Planning Board and will be acted upon by the City Commission. Mr. Spraker stated that if approved it will go forward to the site engineering permit and then back to the City Commission for the final plat which is the subdivision of land. The preliminary plat takes 100 acres and subdivides it into 121 single-family lots. There are existing stormwater ponds, a conservation area and a neighborhood commercial center that would allow 25,000 square feet that will serve both the Plantation Oaks residents and other residents in the area. Mr. Spraker continued that staff recommends that the Planning Board approve the preliminary plat for 121 single-family lots on 100.91 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning which incorporates the previous Volusia County approvals. Mr. Spraker concluded that the tentative City Commission date is June 1, 2021.

Mr. Briley motioned to approve PP 2021-029 – Plantation Oaks, Unit 1A, Preliminary Plat. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).