



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
March 7, 2023
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

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. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting - February 21, 2023

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. 2023-56:** A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, UNDER COUNTY OF VOLUSIA ITB NO. 19-B-70EM; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

- B. **RESOLUTION NO. 2023-57:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2023 HARLEY DAVIDSON ELECTRA GLIDE

MOTORCYCLE, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA22-VEL30.0; DECLARING VEHICLE #M95 TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

- C. **RESOLUTION NO. 2023-58:** A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT BETWEEN THE CITY AND ORMOND BEACH HISTORICAL SOCIETY, INC., REGARDING OPERATION OF A "WELCOME CENTER" AT THE MACDONALD HOUSE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **Intent to Bid - 2023 Annual Shell Parking Restoration Plan**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

Disposition: Approve as recommended in the City Manager memorandum dated March 7, 2023.

- E. **Intent to Bid - Nova Community Park - Outdoor Fitness Trail**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 7, 2023.

7. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2023-15:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING 0.30± ACRES LOCATED AT 101 FIESTA DRIVE (VOLUSIA COUNTY PARCEL NUMBER 4220-01-00-0450) FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO B-1, PROFESSIONAL OFFICE/HOSPITAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2023-16:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-28, UTILITY INSTALLATION FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE FEE SCHEDULE FOR METER COSTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING

FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2023-17:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (N), FENCES AND WALLS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO ALLOW A FENCE OR WALL SETBACK LESS THAN THREE FEET (3') TO A RIGHT-OF-WAY WITH REVIEW AND APPROVAL OF THE SITE PLAN REVIEW COMMITTEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **ORDINANCE NO. 2023-18:** AN ORDINANCE AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-03, SITE PLAN REVIEW COMMITTEE (SPRC) ESTABLISHED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE SPRC COORDINATING LIAISON AND UPDATING THE PROCESS FOR NEIGHBORHOOD MEETINGS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2023-14:** AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340

9. REPORTS, SUGGESTIONS, REQUESTS

10. 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.

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

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

February 21, 2023	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Annual Comprehensive Financial Report Presentation Fiscal Year 2021-2022

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - February 7, 2023
- 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. 2023-48:** A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF MISCELLANEOUS CRAFTS & TRADES CONTRACTS WITH ELEVEN (11) FIRMS FOR FOURTEEN (14) CATEGORIES: CARPENTRY; FIRE ALARM MONITORING; FIRE SUPPRESSION; HVAC; ROOFING; PAINTING; FENCING; DOCKS/DECKING; ELECTRICAL; OVERHEAD DOORS; ELECTRIC GATES; POOL/SPLASH PAD; EVENT SERVICES; AND AUDIO/VISUAL EQUIPMENT ON AN AS-NEEDED BASIS, UNDER RFP 2022-27; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
 - B. **RESOLUTION NO. 2023-49:** A RESOLUTION ACCEPTING A BID FROM AQUASCAPES, LLC D/B/A THE FISH TANK TO PROVIDE MAINTENANCE SERVICES FOR THE AQUARIUM AT THE ENVIRONMENTAL DISCOVERY CENTER, UNDER BID NO. 2023-02; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
 - C. **RESOLUTION NO. 2023-50:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. FOR PROFESSIONAL ENGINEERING SERVICES REGARDING THE LIFT STATION 4P REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF

A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

- D. **RESOLUTION NO. 2023-51:** A RESOLUTION ACCEPTING A PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES REGARDING THE SHADOW CROSSINGS REUSE PUMP FACILITY UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

- E. **RESOLUTION NO. 2023-52:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-53:** A RESOLUTION APPROVING A RENT ABATEMENT PAID BY GOLDEN EAGLE ASSOCIATES, INC. TO THE CITY FOR THE OPERATION OF THE CONCESSION STAND AT THE ANDY ROMANO BEACHFRONT PARK; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2023-54:** A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE SOLID WASTE, YARD WASTE, RECYCLING AND ROLL-OFF COLLECTION AND DISPOSAL AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND WASTE PRO OF FLORIDA, INC.; AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX; AUTHORIZING A PER UNIT INCREASE BASED ON UNUSUAL AND UNANTICIPATED COSTS OF DOING BUSINESS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

- H. **Intent to Bid - Pavilion Replacement at SONC**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

Disposition: Approve as recommended in the City Manager memorandum dated February 21, 2023.

- I. **Intent to Bid - 2022 Water Treatment Plant Improvements**

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

Disposition: Approve as recommended in the City Manager memorandum dated February 21, 2023.

- J. **Intent to Bid - Pre-treatment Effluent Pumps (PEP) Purchase**

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

Disposition: Approve as recommended in the City Manager memorandum dated February 21, 2023.

- K. **Auto-Renew Contract - Neptune Water Meters (Ferguson**

Waterworks Inc.)

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

Disposition: Approve as recommended in the City Manager memorandum dated February 21, 2023.

L. Travel Approval for the City Manager

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

Disposition: Approve as recommended in the City Manager memorandum dated February 21, 2023.

M. City Manager Status Report, February 2023

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

Disposition: Approve as recommended in the City Manager memorandum dated February 21, 2023.

8. PUBLIC HEARINGS

A. ORDINANCE NO. 2023-13: AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 13.13 ACRES GENERALLY LOCATED SOUTH OF THE PLATTED ROAD OF PENNSYLVANIA AVENUE AND ALONG THE PLATTED ROADWAYS OF ROSEMARY STREET AND BENTON STREET, WEST OF PLANTATION OAKS BOULEVARD (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010 AND 3136-01-09-0001) FROM B-7, HIGHWAY TOURIST COMMERCIAL, TO R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. ORDINANCE NO. 2023-15: AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING 0.30± ACRES LOCATED AT 101 FIESTA DRIVE (VOLUSIA COUNTY PARCEL NUMBER 4220-01-00-0450) FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO B-1, PROFESSIONAL OFFICE/HOSPITAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. RESOLUTION NO. 2023-55: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR

A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE ITINERANT VENDING AND LIVE OUTDOOR MUSIC DURING RECOGNIZED SPECIAL EVENTS, AND LIVE OUTDOOR MUSIC ON SATURDAYS AND SUNDAYS AT “BOOT HILL SALOON OUTPOST” LOCATED AT 1089 NORTH US HIGHWAY 1, WITHIN THE B-5 (SERVICE COMMERCIAL) ZONING DISTRICT; ESTABLISHING CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. DISCUSSION AND DIRECTION ITEMS

A. Impact Fee Update, Including Police and Fire Impact Fees

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Steve Paris, Rima Ridge Baptist Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4A – Annual Comprehensive Financial Report Presentation Fiscal Year 2021-2022

Mr. Zach Chalifour, JamesMoore & Co., presented a PowerPoint detailing the city’s annual audit for the fiscal year ending on September 30, 2022. He highlighted details of the auditors’ reports, the General Fund, and Pension Funds. He noted the city continued to remain in a strong financial position.

Mayor Partington thanked Mr. Chalifour for meeting with the Commission individually to review the audit. He noted the unmodified opinion was the best opinion the city could receive and reviewed other achievements within the audit. He thanked staff for their hard work on the audit and throughout the year. He stated he would like to see the general reserves a little higher and noted there were no policy violations as it was still above the 15 percent.

Commissioner Persis agreed with increasing the general reserves above the policy of 15 percent due to being a coastal city.

Ms. Joyce Shanahan, City Manager, requested the Commission accept the annual audit report.

Commissioner Briley moved, seconded by Commissioner Tolland, for acceptance of the city’s annual audit.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Item #5 – Audience Remarks

Dr. Carl Lentz III, 570 John Anderson Drive, expressed concerns regarding the John Anderson Drive traffic and lack of sidewalk. He discussed the need for sidewalks on John Anderson Drive for the residents in the community.

Reverend Floyd Narcisse, 206 Live Oak Avenue, apologized for comments made at a previous Commission meeting. He invited the Commission and community to an event at the Historic New Bethel AME Church to celebrate Black History on Sunday, February 26, 2023 at 10:00 a.m. He thanked the Commission for their service.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the February 7, 2023, meeting had been sent to the Commission for review and were posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the February 7, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

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

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

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

There were no comments on the Consent Agenda.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – RidgeHaven West, Zoning Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-13
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 13.13 ACRES GENERALLY LOCATED SOUTH OF THE PLATTED ROAD OF PENNSYLVANIA AVENUE AND ALONG THE PLATTED ROADWAYS OF ROSEMARY STREET AND BENTON STREET, WEST OF PLANTATION OAKS BOULEVARD (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010 AND 3136-01-09-0001) FROM B-7, HIGHWAY TOURIST COMMERCIAL, TO R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Tolland moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-13, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #8B – 101 Fiesta Drive, Zoning Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-15
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING 0.30± ACRES LOCATED AT 101 FIESTA DRIVE (VOLUSIA COUNTY PARCEL NUMBER 4220-01-00-0450) FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO B-1, PROFESSIONAL OFFICE/HOSPITAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the zoning needed to be consistent with the land use that was previously approved.

Commissioner Briley clarified the item was for the zoning and did not change the project, noting it would still be a parking lot.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-15, on first reading, as read by title only.

Commissioner Tolland stated her appreciation to the developer for the changes made since the item was first brought before the Commission.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8C – 1089 N. US Highway 1 Special Exception Request

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-55
A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE ITINERANT VENDING AND LIVE OUTDOOR MUSIC DURING RECOGNIZED SPECIAL EVENTS, AND LIVE OUTDOOR MUSIC ON SATURDAYS AND SUNDAYS AT “BOOT HILL SALOON OUTPOST” LOCATED AT 1089 NORTH US HIGHWAY 1, WITHIN THE B-5 (SERVICE COMMERCIAL) ZONING DISTRICT; ESTABLISHING CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was to approve a special exception for the Boot Hill Saloon Outpost to allow live outdoor music during special events, Saturdays and Sundays.

Commissioner Tolland inquired if the special exception was consistent with what was previously approved by the Commission; whereby, Mr. Spraker stated it was consistent with prior special exceptions.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2023-55, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #9 – Discussion and Direction Items

Item #9A – Impact Fee Update, Including Police and Fire Impact Fees

Mr. Spraker stated the consultant would review what was discussed at the September 7, 2022 City Commission meeting, the police and fire impact fees, and noted there were five policies staff was looking for direction on.

Mr. Shawn Ocaio, Raftelis, reviewed the background on the study, connection fees, municipality impact fees, utility connection fees, impact fee credits, parks and recreation impact fees, stormwater impact fees, local road impact and mobility fees. He discussed the proposed police and fire impact fees analysis. He stated staff was looking for direction on five policies.

Commissioner Briley inquired about the drastic increase to the fees; whereby, Mr. Ocaio stated it was because of the length of time since the last update. Commissioner Briley clarified if a developer wanted to build a similar hotel to the one that was previously on the same site the developer would not have to pay the impact fee, however if the developer were to double the size of the hotel there would be impact fees on the addition.

Commissioner Persis inquired when the last impact fee update was; whereby, Mr. Spraker stated in 2011 the buildings fees were implemented, water and sewer had annual Consumer Price Index adjustments and everything else was in 1996.

Commissioner Tolland inquired what was included in the mobility fees; whereby, Mr. Ocaio confirmed trails and sidewalks would be included in the fees.

Mr. Paul Holub, 675 North Beach Street, expressed concerns regarding the fees for quick service restaurants and the Volusia County impact fees. He explained the county had a mechanism where a developer could pay under protest and identify actual trips for a reduced fee.

Mayor Partington inquired if there was similar mechanism for the city; whereby, Mr. Spraker stated there was an alternative analysis with the trip generation study to be reviewed by staff and noted if it was rejected by staff the applicant could appeal and bring it before the Commission.

Mr. Spraker stated it was a policy before the Commission tonight to decide if they would like to keep the quick service – drive-thru restaurants in their own category or be included in the restaurant category.

Mayor Partington inquired about the impact fees when the property was on a state or county road when the fees can only be used on local roads; whereby, Mr. Spraker stated the trips had impacts on local roads due to the trip generation starting points.

Commissioner Briley inquired if a drive-thru restaurant would be entitled to a refund if the actual trip generation did not meet the expected trip generation totaling the larger mobility fee amount; whereby, Mr. Spraker stated the drive-thru restaurant could apply for a refund. Commissioner Briley inquired if the developer could utilize a trip generation from a similar drive-thru restaurant; whereby, Mr. Spraker stated a similar drive-thru restaurant would be sufficient or to wait until after the restaurant opened and apply for a refund based on actual trips.

Mayor Partington stated the first policy staff was looking for direction on was if the impact fee credit revision should occur immediately or in fall of 2023; whereby, the whole Commission agreed to immediately.

Mayor Partington explained the second policy staff was looking for direction on was verification that the desired park and recreation impact fee should be the maximum supportable fee and if the fee should be implemented in one year or two; whereby, the whole Commission agreed to the maximum supportable fee implemented in one year.

Mayor Partington noted the third policy staff was looking for direction on was if the local road impact fee schedule should include drive-thru restaurants in the restaurant fee category. He stated he believed the category should be closer to \$13,000 to \$15,000; whereby, Commissioner Persis stated she believed \$15,000 to \$20,000 would be sufficient.

Mr. Spraker stated the Commission could not lower just one category, all categories would need to be lowered. He stated the Commission could recommend a lower percentage uniformly throughout the categories or could include the drive-thru restaurants in the restaurant category.

Ms. Shanahan confirmed there was a consensus for the drive-thru category to be included in the restaurant category.

Mayor Partington inquired about the fourth policy staff needed direction on, if the local road impact fee schedule should include convenience stores in the retail fee category; whereby, Commissioner Tolland stated she believed it should fall under the general commercial category, noting the category had delineations based on building size.

Mayor Partington stated the consensus of the Commission was to include the convenience stores in the general commercial category.

Mayor Partington explained the fifth policy staff was looking for direction on was what mobility fee per person trip, mobility fee should be assessed; whereby Mr. Spraker reviewed five options.

Ms. Shanahan confirmed there was a consensus for option one, proposed full mobility fee.

Mayor Partington inquired if there were any comments or concerns regarding the new analysis presented for the police and fire impact fees.

There were no further comments.

Item #10 – Reports, Suggestions, Requests

Events

Ms. Shanahan stated K-9 Rex would retire on Friday, February 24, 2023. She stated Police Chief Jesse Godfrey, Corporal Rhett Summerlot and Officer Rafael Medina would ride in the Police Unity Tour from May 8 through May 14, 2023 starting in Portsmouth, Virginia and ending in Washington D.C. She discussed the Reel in the Fun tournament, Movies on the Halifax, Art in the Park, Taste of Ormond, Celtic Festival and Walk with the manager events. She discussed the memorial for Ormond Beach Firefighter Ethan Wilson.

Commissioner Persis stated she attended the Seabreeze High School ribbon cutting for their agricultural program and the ribbon cutting at the Riverbend Natural Park.

Commissioner Briley discussed the events he attended including Economic Prosperity Hour, Riverbend Natural Park ribbon cutting, and Seabreeze High School agricultural program ribbon cutting.

Commissioner Tolland mentioned the events she attended including the ribbon cutting at the YMCA, Riverbend Natural Park ribbon cutting, Bear Creek talent show, and the Reel in the Fun fishing tournament. She stated she attended the Ormond MainStreet meeting and provided an update.

Commissioner Sargent discussed the Reel in the Fun fishing tournament. He inquired if the link to the fundraising for the Police Unity Tour could be posted to social media.

Mayor Partington stated he attended the First Step Shelter Homeless Gala.

Annual Comprehensive Financial Report

Commissioner Persis and Commissioner Tolland complimented staff for their hard work on the annual audit report.

Thanks

Commissioner Persis thanked Chief Godfrey and Ms. Shanahan for looking into the anti-Semitic flyers that were distributed in the community. She stated Florida State Representative Tom Leek was working with the local Police Chiefs to see if there was a constitutional solution.

Commissioner Tolland and Commissioner Sargent agreed with Commissioner Persis and discussed the anti-Semitic propaganda that was distributed.

John Anderson Drive Sidewalks

Commissioner Briley requested the Commission look into pedestrian and bicycle safety on John Anderson Drive.

Commissioner Tolland requested information from the last time the sidewalks on John Anderson Drive were discussed.

Commissioner Sargent discussed the concerns residents discussed with him.

Mayor Partington requested staff send the Commission the proposals and work that came from prior discussions.

Recommendations

Commissioner Tolland inquired if the Commission had interest in a rotating Deputy Mayor, potential ECHO project workshop, letter to Volusia County supporting the no pay for Volusia County residents to drive on the beaches, increasing the percentage of native plants used in public places, and a group to brainstorm how to grow the Ormond Scenic Loop and Trail.

Waste Pro of Florida, Inc.

Mayor Partington discussed the agreement extension and reviewed the positive aspects of the agreement.

Item #11 – Adjournment

The meeting was adjourned at 8:53 p.m.

APPROVED: March 7, 2023

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 6.A
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-56	
Strategic Goal:	Governance – Other			
Department :	Public Works - Fleet Management			
Subject:	Fuel Purchasing Contract			
Budget Impact:	The Fiscal Year 2022-2023 General Fund 001 - Fleet Budget for fuel (gasoline and diesel combined) is \$800,000 and is included in Fiscal Year 2022 - 2023 budget.			
Summary:	This item is regarding approval to continue piggybacking on the Volusia County Bulk Fuel contract. This is a cost-effective way to purchase fuel.			
Recommended Action:	It is recommended the City Commission authorize Fleet Operations to continue to piggyback Volusia County Bulk Fuel contract 19-B-70EM.			
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325			
Approval:				
Kelly McGuire, Finance Director		2/20/2023		
Claire Whitley, Assistant City Manager		2/23/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Kevin Gray, Deputy Public Works Director
Date: March 7, 2023
Subject: Fuel Purchasing Contract
Commission Goal: Governance – Other

Introduction

Fleet Operations is seeking City Commission approval to continue piggybacking on the Volusia County Bulk Fuel ITB No.19-B-70EM.

Background

Volusia County currently purchases fuel in excess of \$9,000,000. Spearheaded by the Volusia County Fleet Department, Volusia County contacted local Fleet Operations within county lines to create a Fuel Consortium, allowing various governmental agencies to piggyback their contract. The City of Ormond Beach has been purchasing fuel under a piggy back agreement with Volusia County since 2011.

Discussion

The Invitation to Bid by Volusia County covered several areas such as: Pricing, Terminal Definition, Delivery Times, and Plan of Action.

Currently, our purchasing contract states that the City purchases fuel at 3 cents over cost of the daily rack average of the Orlando Terminal. There are numerous terminals throughout the country, with each terminal establishing the price for end users. As a result, the price for fuel in the Orlando terminal may be several cents above or below other terminals such as Jacksonville, Tampa or Cape Canaveral. Volusia County's contract states that fuel will be selected on a defined mark up of 2 cents above the daily low or average OPIS (Oil Price Information Service), selecting the lowest cost available from any available terminals capable of servicing fleets within Volusia County. This ability to choose from the three lowest bidders allows the consortium to save money on fuel purchases. The City of Ormond Beach can expect to save at least 3-5 cents a gallon which translates into a savings of several thousand dollars per year.

This contract also requires that each bidder have a written plan of action to include all steps taken during an emergency that can be reviewed upon request. This step allows those in the consortium to receive the same level of service leading up to an emergency and classifies participants as priority customers in order to reduce the risk of running out of fuel and not being able to deliver services to residents, particularly in emergency situations.

The County awarded contracts to Mansfield Oil, Gainesville Georgia; Petroleum Traders, Corporation, Fort Wayne Indiana; and Gentry Oil, Deland Florida, on May 5, 2019 for an initial three-year period with the option of two one-year renewals.

On April 5, 2022, by Resolution No. 2022-53, the City Commission provided approval for Fleet Operations to piggyback the purchase of fuel from Volusia County. Fleet Operations is requesting approval to continue this procedure as the annual fuel purchases exceed \$25,000.

Budget Impact

The Fiscal Year 2022-2023 General Fund 001 - Fleet Budget for fuel (gasoline and diesel combined) is \$800,000 and is included in Fiscal Year 2022 - 2023 budget.

Citizen Impact

The ability to purchase fuel by piggybacking the Volusia County Bulk Fuel Contract provides a cost-effective way to purchase the necessary fuel to operate all City vehicles to include Public Works, Police and Fire emergency vehicles.

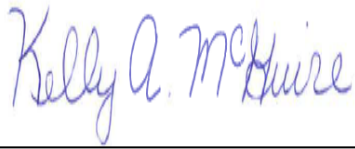
Recommendation

It is recommended the City Commission authorize Fleet Operations to continue to piggyback Volusia County Bulk Fuel contract 19-B-70EM.

Attachments:

1. 23-56 Fuel Purchase (P23-0029G)
2. Volusia Fuel Piggy Information
3. 08._Attachment_B_(Revision_1),_Facility_Identi
4. 09._ROA
5. 01._19-B-70EM,_Bulk_Fuel
6. 02._19-B-70EM,_Exhibit_I
7. 03._19-B-70EM,_Exhibit_II
8. 06._Addendum_1
9. 07._Addendum_2
10. Copy of Attachment B (Amended) Facility Identification_gcs
11. VC Agenda Item Bulk Fuel 2022
12. Gentry Oil 2022
13. Petroleum Traders 2022
14. Mansfield Oil 2022

Approvals:



Kelly McGuire, Finance Director

Date: February 20, 2023



Claire Whitley, Assistant City Manager

Date: February 23, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023

RESOLUTION NO. 2023-56

A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, UNDER COUNTY OF VOLUSIA ITB NO. 19-B-70EM; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase gasoline and diesel fuel on an as-needed basis for use by City vehicles for FY 2022-2023, and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase gasoline and diesel fuel from Mansfield Oil Company, Petroleum Traders Corporation, and Gentry Oil, LLC, on an as-needed basis under the County of Volusia ITB No. 19-B-70EM, and

WHEREAS, it is estimated that one year's worth of gasoline and diesel combined will cost \$800,000, with some individual purchases exceeding \$25,000.00, and

WHEREAS, the City Manager has certified that funds not to exceed the amount of \$800,000 for the purchase of one year's worth of gasoline and diesel fuel thereof are in the FY 2022-2023 General Fund (001) Fleet budget 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 City Commission hereby approves and authorizes the purchase of gasoline and diesel fuel from Mansfield Oil Company, Petroleum Traders Corporation, and Gentry Oil, LLC, under the County of Volusia ITB No. 19-B-70EM on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$800,000 for FY 2022-2023 and to pay the costs therefore using funds from the FY 2022-2023 General Fund (001) Fleet budget.

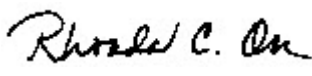
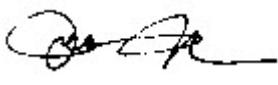
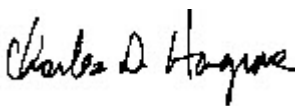
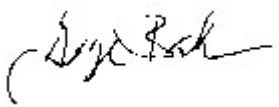
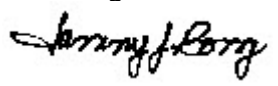
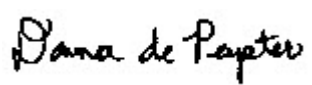
SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 7th of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Date: 05/07/2019		AGENDA ITEM		Item: 04	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence In Government
				☒	NA
Department: Business Services					
Division: Central Services					
Subject: Multiple awards of bid for bulk fuel, 19-B-70EM.					
Rhonda Orr Director Business Services  Department Approval		Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures		Legal Charles Hargrove Deputy County Attorney  Approved as to Form and Legality	
George Baker Director Central Services  Division Approval		Tammy Bong Director Management and Budget  Approved as to Budget Requirements		County Manager's Office Donna de Peyster Deputy County Manager 	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
513 Equipment Maintenance		Fuel		\$5,286,239.00	
456 Volusia Transportation		456-670-XXXX Various Accounts		\$3,250,292.00	
Authori					
Total Item Budget: \$8,536,531.00					
Staff Contact(s):		Phone:		Ext.	
Rhonda Orr		386 822 5738		15738	
George Baker		386 254 1595		11595	
Rob Stephens		386 756 7496		1426	
Summary/Highlights:					
The county received six bids, as shown on the attached tabulation sheet, to provide bulk fuel to a consortium consisting of the county, including VOTRAN; the Volusia County School Board; Cities of Daytona Beach, DeLand, Port Orange, South Daytona, New Smyrna Beach, and Ormond Beach; and, Flagler County. All pricing submitted was compared to six months of Oil Price Information Service (OPIS) data and a third-party pricing index that is a widely accepted fuel price benchmark for supply contracts and used by the county for the past fifteen years.					

The attached pricing consists of the cost markup per gallon.

Staff recommends selection and award of contracts with the three lowest responsive and responsible bidders, Mansfield Oil Company, Gainesville, Georgia; Petroleum Traders Corporation, Fort Wayne, Indiana; and Gentry Oil, Deland, for an initial three-year period with the option of two (2) one-year renewals based upon mutual agreement with the vendor and council approval. A contract award with three vendors provides the lowest overall pricing and allows multiple sourcing which becomes important during high demand, low supply, situations.

A copy of the solicitation (agreement), without exhibits, is attached. Copies of the fully executed agreements and applicable exhibits, with the same terms and conditions described in the solicitation, are available for review in the purchasing and contracts division.

Recommended Motion: Approval.



**19-B-70EM
Fuel Sites
Attachment B**

Fuel Site Information

Volusia County:							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9809259	Indian Lake Road 1336 Indian Lake Road, Daytona Beach 32724	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel AST. 1 ea. 10,000 Gal. Vehicular Diesel, double walled (DW) steel AST 1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), steel AST	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	42,000 gallons ULSD
9103512	Tomoka Landfill 1990 Tomoka Farms Road, Daytona Beach 32124	1 ea. 12,000 Gal. Vehicular Diesel ASTs, DW, Steel. 1 ea. 10,000 Vehicular Off- Road Diesel, double walled (DW) 1 ea 12,000 Gal. Vehicular Gasoline, double walled (DW) steel AST	7am-5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	65,000 gallons ULSD 213,000 gallons Off Road Diesel
9046676	Walker St. Road & Bridge 455 Walker Street, Holly Hill 32117	1 ea. 12,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 12,000 Vehicular Diesel UST, DW, Fiberglass.	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	43,000 gallons ULSD
8622777	Deland Road & Bridge 2560 West Highway 44, Deland 32720	1 ea. 10,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 10,000 Gal. Vehicular Diesel UST, DW, Fiberglass	7am - 5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	99,000 gallons ULSD
8522683	Osteen Road & Bridge 200 North Highway 415, Osteen 32764	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	18,000 gallons ULSD
8622679	NSB Road & Bridge 534 North Old Dixie Highway, New Smyrna Beach 32168	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	77,000 gallons ULSD
9810955	Transfer Station 261 Deland Crossings Blvd. Deland 32724	1 ea 12,000 Gal. Vehicular Diesel AST, DW, Steel. 1 ea. 12,000 Gal. Vehicular Gasoline AST, DW Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	105,000 gallons ULSD
9400111	EVAC 122 Carswell Ave. 112 Carswell Ave. Holly Hill, 32017	1 ea. 4,000 gallon Vehicular Diese AST, DW, Steel	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	An 18 wheeler truck cannot make deliveries to this location due to the small area to turn around in. A tank wagon style truck can. The fuel is then pumped into a fill that is located on top of the tank with a nozzle style hose. There is a ladder on site so the driver can reach the fill.	100,000 gallons ULSD
Flagler County							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9807845	Flagler County 1769 E. Moody Blvd. Bunnell, FI 32110	1 ea 30,000 Gal above ground double wall for Unleaded fuel and 1 ea. 30,000 Gal. above ground double wall for Diesel. Electronic monitoring of interstice and continuous automatic tank gauge system.	24 hours, 7 days	Yes	Name: Andrew Pearson Phone: 386-313-4178 Email: apearson@flaglercounty.org	None	We only receive ULS diesel and the annual usage is 175,000 gallons.
City of Daytona Beach:							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9700983	Bethune Point WWTP 1 Shady PL Daytona Beach, FL 32114	1 ea.6,000 gal. Vehicular Diesel AST, DW 1 ea.1,000 gal. Vehicular Diesel, AST, DW.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631491	Fire Station #3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) fiberglass UST	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	8315 net gallons ULSD
8631488	Sewer Lift Station #1134 510 Ora Street Daytona Beach, FL 32114	1ea. 500 gal. Vehicular Diesel Double Walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal. Vehicular diesel Double walled (DW) steel AST. 1 ea. 4,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 12,000 gal. Vehicular Diesel Double walled (DW) steel UST. 1 ea. 12,000 gal. Unleaded Gas Double Walled (DW) steel UST.	7am-5pm, 5 days	Yes on 6,000 and 4,000 gallons tanks. No on the 12,000 gallon tanks.	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	50.7 net gallons ULSD
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal. Unleaded gas Double walled (DW) steel AST. 1 ea. 12,000 gal. Double walled (DW) steel AST. 1 ea. 2,000 gal. Unleaded gas. Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	37,225 net gallons ULSD
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gallon Vehicular Diesel Double walled (DW) steel AST. 1ea. 2,000 gal.Unleaded Gas Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Brian Jaquet Phone: 386-671- 3502 Cell: Email: jaquetbrian@codb.us	None	ULSD
9300590	Lift Station #1110 1612 Richard Petty Blvd Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631492	Fire Station #4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	11,272 net gallons ULSD
9300589	Lift Station #1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
9300588	Lift Station #1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
City of Ormond Beach:							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel

9100520	Fleet Operations 500 N Orchard St Ormond Beach, FL 32174	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Diesel, DW steel UST 1 ea. 6,000 AGT, Gasoline, Concrete DW	7am-3 pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3265 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	44,626 gallons of diesel
8622685	TRANSFER STATION & WW PLT 550 N ORCHARD ST ORMOND BEACH	1 ea 6,000 Gal. Off-Road Diesel UGT, SW. 1 ea. 2000 Gal. Off-Road Diesel, SW 1 ea. 4,000 Gal. Off-Road Diesel SW, AGT 1 ea. 6500 Gal Off-Road Diesel, SW Steel AGT	7am-3pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3265 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	6,174 gallons of dyed diesel
9801353	WATER PLANT 301 JEFFERSON ST ORMOND BEACH	1 ea. 6,000 Gal. Off-Road Diesel, DW Concrete AGT. 1 ea. 5,200 Off-Road Diesel, DW Concrete AGT 1 ea. 2,000 Off-Road Diesel , SW Steel AGT	7am-3pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3265 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	2,000 gallons of dyed diesel

School Board:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8631507	Daytona Transportation 1648 Hancock Blvd. Daytona Beach, FL 32114	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), Steel AST 3 ea. 10,000 Diesel, DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: ciboyer@volusia.k12.fl.us	None	236,747 gallons ULSD
8841492	New Smyrna Beach Transportation 1294 Turnbull Bay Rd. New Smyrna Beach, FL 32169	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel, DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: ciboyer@volusia.k12.fl.us	None	108,779 gallons ULSD
9202882	Deltana Transportation 2101 Eutaw Ave. Deltana, FL 32725	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 6,000 Diesel, DW FG UST. 1 ea. 20,000 Gal. Diesel DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: ciboyer@volusia.k12.fl.us	None	203,144 gallons ULSD
9047255	Deland Transportation 1301 Shapero Dr. Deland, FL 32724	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel, DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: ciboyer@volusia.k12.fl.us	None	127,174 gallons ULSD
8631509	Pierson Transportation 1 West First Street (Behind Old Pierson Elem) Pierson, FL 32180	1 ea. 10,000 Diesel, DW FG UST	As requested	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: ciboyer@volusia.k12.fl.us	None	10,491 gallons ULSD

City of Port Orange:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	New Smyrna Beach Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8731587	Public Works 407 Virginia Avenue Port Orange, FL 32127	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Low Sulfur Diesel, DW steel UST	7am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Gasoline: 45,000 gals ULS Diesel: 55,000 gals
8944554	City Center Annex 1395 Dunlawton Ave Port Orange, FL 32129	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 2,000 Gal. Low Sulfur Dyed Diesel for backup generator only.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Gasoline: 95,000 gals ULS Dyed Diesel: 2,000 gals
9803333	Fire Station 74 6701 Airport Road Port Orange, FL 32128	1 ea. 3,000 Gal. Low Sulfur Diesel, double walled (DW) steel UST.	7am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	ULS Diesel: 5,000 gals
8942981	Cambridge Basin Generator 5839 Trailwood Dr. Port Orange, FL 32129	1 ea. 3,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811682	Port Orange Police Dept. 4545 S. Clyde Morris Blvd. Port Orange, FL 32129	2 ea. 2,500 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
8731583	Garnsey Water Plant 4400 Wellfield Dr. Port Orange, FL 32129	1 ea. 5,200 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	7am-4pm, 5 days	Yes	Name: Christina Potts Phone: 386-506-5773 Cell : N/A Email: cpotts@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9103196	Port Orange Wastewater Plant 817 Oak St. Port Orange, FL 32127	2 ea. 4,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST for Generators	7am-4pm, 5 days	Yes	Name: Steve Parnell Phone: 386-506-5786 Cell : N/A Email: sparnell@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.

City of New Smyrna Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622701	NSB Public Works 124 Industrial Park Ave NSB, FL 32168	1 ea. 10,000 Gal Vehicular Gasoline, SW, steel AST 1 ea. 10,000 Gal Vehicular Diesel, SW, steel AST	7am - 2pm M-F	Yes	Name: Garrett Mc Cafferty Phone: 386-424-2210 Cell 386-427-7308 email: gmccafferty@cityofnsb.com	None	90,000 Gallons Unleaded 35,000 Gallons USLD
9807269	NSB Fire Station 51 151 Williamson Blvd. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811632	NSB Fire Station 52 500 E. Third Ave. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9812197	NSB Police Station 246 Industrial Park Ave NSB, FL 32168	1 ea. 6,500 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.

9812196	NSB Fire Station 53 238 Industrial Park Ave NSB, FL 32168	1 ea. 2,000 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
8734991	NSB Golf Course 1000 Wayne Ave NSB, FL 32168	1 ea. 1,000 Gal Compartmented AST 5/5 Vehicular Gasoline/ Off Road Diesel, DW	7am - 2pm M-TH	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	4000 Gallons Unleaded 3000 Gallons Dyed Diesels
Non-regulated	NSB Sports Complex 1800 Turnbull Bay Rd NSB, FL 32168	1 ea. 500 Gal Compartmented AST 2.5/2.5 Vehicular Gasoline/Off Road Diesel, DW, steel AST	7am - 2pm M-F	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	1500 Gallons Unleaded 1200 Gallons Dyed Diesel

Votran:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8517745	Volusia County Transit 950 Big Tree Road, South Daytona, FL 32119	2 ea. 15,000 Gal. Vehicular Diesel UST, DW, Fiberglass. 1 ea. 2,500 Gal. Vehicular Gasoline UST,DW,Fiberglass	22 Hours, 7 days. (Closed 2am-4am)	No	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121. Cell Phone: 386-566-5560 email: rkazawitch@volusia.org	None	
9806496	924 E. Rhode Island Ave Orange City, FL 32763	2 ea. 12,000 gallon diesel AST's 1 ea. 5,000 gallons unleaded AST	24 hours	Yes	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121. Cell Phone: 386-566-5560 email: rkazawitch@volusia.org	None	

City of South Daytona:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622688	City of South Daytona 1770 Segrave St. South Daytona, FL	1 ea. 10,000 Gal. 3/7 Vehicular Diesel, Gasoline DW AST.	7 am - 3:30pm M-F	Yes	Name: Mark Smith Phone: 386 322-3084 Cell phone:386-233-5701 msmith@southdaytona.org	Need a small tank wagon truck	9500 gallons ulsd 1000 gallons of red dye off road depending on severity of hurricane season

City of DeLand:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622696	City of DeLand, Public Works. 1102 S Garfield Ave, DeLand, FL, 32724	1 ea. 3,000 gallon Vehicular Diesel, DW AST 1 ea. 10, 000 Vehicular Unleaded DW AST	2 Hours, 7 days	Yes	Name: Brian Glenn Phone: 386-626-7206 Cell phone:386-233-5701 glennb@deland.org	None	32000 ULSD

Daytona Beach International Airport

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Datona Beach International Airport Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
648517331	DBIA Fire Pump Gen. 700 Catalina Ave. Daytona Beach 32114-3815 (Adjacent to Terminal Building) Escort Required	1 ea. 600 Gal. Emergency Generator Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us	Special access requirement but no equipment requirements.	
649806958	DBIA Gate TC-20 700 Catalina Drive, Daytona Beach 32114 (Adjacent to International Building) Escort Required	1 ea. 1000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 1000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us	Special access requirement but no equipment requirements.	
649806958	DBIA Main Terminal Generator 700 Catalina Avenue #300, Daytona Beach 32114 (At service entrance to terminal) Escort Required	1 ea. 2000 Gal. Emergency Generator Diesel. DW, Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us	Special access requirement but no equipment requirements.	
649813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 (Entrance requires escort)	1 ea. 1300 Emergency Generator, DW, Steel	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us	Special access requirement but no equipment requirements.	
649806809	DBIA Electrical Vault 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Fire Station 17) Escort	1 ea. 1000 Gal. Emergency Generator Diesel AST, Vaulted Steel DW.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us	Special access requirement but no equipment requirements.	
649809474	DBIA TSA Generator M-20 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Terminal Building) Escort Required	1 ea. 800 Gal. Emergency Generator Diesel AST, DW Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us	Special access requirement but no equipment requirements.	
649815378	DBIA Fuel Farm 301 Innovation Way,Daytona Beach, 32114 Escort Required	1 ea. 2000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 2000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us	Special access requirement but no equipment requirements.	



COUNTY OF VOLUSIA, FL
Recommendation of Award

BID NUMBER: 19-B-70EM
BID TITLE: Bulk Fuel

OPENING DATE/TIME: 4/16/2019
3:00 p.m.

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

No.	Item	Mansfield Oil Company Markup over OPIS daily low	Petroleum Traders Corp. Markup over OPIS daily low	Indigo Energy Partners Markup over OPIS daily low	Gentry Oil, LLC Markup over OPIS daily low	Glover Oil Company, Inc. Markup over OPIS daily low	James River Solutions Markup over OPIS daily low
1	Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0526	\$0.0527	\$0.0745		\$0.2000	\$0.0584
2	Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2824	\$0.3000	\$0.2850	\$0.1700	\$0.2650	
3	E-10 Fuel +/- to 8000 gallons	\$0.0512	\$0.0474	\$0.0699		\$0.1900	\$0.0574
4	E-10 Fuel less than 8000 gallons	\$0.3084	\$0.3000	\$0.2850	\$0.1700	\$0.2550	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0526	\$0.0527	\$0.0745		\$0.2000	\$0.0584
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.4835	\$0.3000	\$0.2850	\$0.1700	\$0.2650	
TOTAL BASE BID		\$1.2307	\$1.0528	\$1.0739	\$0.5100	\$1.3750	\$0.1742
7	Any additional fee for split loads	\$55.00	\$50.00	\$65.00	\$0.00	\$50.00	\$40.00
8	Additional fee for "above" vs. "below" ground tanks	\$55.00	\$55.00	\$65.00	\$0.00	\$0.00	\$50.00
9	Drop Charge for tank wagon delivery	\$45.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00
TOTAL ADDITIONAL FEES		\$155.00	\$105.00	\$130.00	\$50.00	\$50.00	\$90.00

Opened and Tabulated by: Eddie Molina, Procurement Analyst/ Andrew Kokitus, Sr. Procurement Analyst
Recommendation of Award: Mansfield Oil Company, Petroleum Traders Corp., and Gentry Oil, LLC.
County Council Meeting Date: 5/7/19
Posted: 4/22/19

Reviewed by: 
Jeannine Jennings, CPPO, CPPB
Director of Purchasing & Contracts

SUBMIT TO:

**COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608**

AN EQUAL OPPORTUNITY EMPLOYER



INVITATION TO BID

www.volusia.org/purchasing

CONTACT PERSON:

Eddie Molina 386-822-5772
Email: emolina@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH: 386-423-3300

TITLE:

Bulk Fuel

NUMBER:

19-B-70EM

SUBMITTAL DEADLINE:

**Tuesday, April 16,
2019,
at 3:00 p.m., EST**

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.4, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:

A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00 a.m., EST, Wednesday, March 20, 2019

*SUBMITTALS RECEIVED AFTER
ABOVE DATE AND TIME WILL NOT
BE CONSIDERED*

FIRM'S NAME:**MAILING ADDRESS:****CITY – STATE – ZIP:****E-MAIL ADDRESS:****PHONE NUMBER:****FAX NUMBER:**

The Contractor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x

Authorized Signature

Date

Printed Name

Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish
Bulk Fuel for the County of Volusia, Florida.

1.0 SCOPE OF WORK

The following entities, who from this point forward shall be known as the Consortium, are seeking qualified fuel Contractors to supply bulk fuel.

- County of Volusia
- Volusia County School Board
- VOTRAN (Volusia County's mass transit system)
- The City Of Daytona Beach
- The City Of Port Orange
- The City Of South Daytona
- The City Of New Smyrna Beach
- The City of Ormond Beach
- The City of DeLand
- Flagler County

Contractor shall supply bulk fueling to all Consortium members upon request. The Contractor shall email the Oil Price Information Service (OPIS) pricing to the Volusia County Project Manager each day by 8:00 a.m. The Pad 1 report for Orlando, Florida Terminal 6:45 a.m. report shall be used. The Contractor shall email the same report to the project manager for each Consortium member, if requested.

The following quantities are being provided as estimates only and in no way represent a guarantee of future expenditures. The Consortium will not be obligated to purchase any minimum or maximum amount of fuel during the term of the Agreement resulting from this ITB. The Consortium reserves the right to add or remove members at any time.

<i>Estimated Annual Usage in Gallons</i>					
	Volusia County	Volusia County School Board	VOTRAN	City of Daytona Beach	City of South Daytona
Diesel	769,000	687,000	872,000	66,000	10,000
Unleaded	1,080,000	56,000	308,000	421,000	43,000
	City of Ormond Beach	City of New Smyrna Beach	City of Port Orange	City of DeLand	Flagler County
Diesel	48,000	14,000	65,000	32,000	175,000
Unleaded	109,000	110,00	140,000	150,000	375,000

1.1 Fuel Requirements

- A. Ultra Low Sulfur Diesel Fuel with sulfur content between 0 ppm - 15 ppm.
- B. Ethanol (10%)
- C. No. 2 Red-Dyed fuel for off-road use with sulfur content between 0ppm – 15ppm.

1.2 Pricing

- A. All prices shall be based on OPIS pricing and invoiced as net gallons. The Consortium is seeking an OPIS Daily low and OPIS Daily average price plus markup, not inclusive of taxes, but including delivery to all locations, overhead, profit, and any other costs incurred by the Contractor. All pricing submitted on Attachment A shall be verified next to 6 months of OPIS data to confirm the best interest for the Consortium. The months used for verification will be: February 2018, May 2018, June 2018, July 2018, December 2018 and January 2019. All data collected for evaluation originated from OPIS Pad 1 report for Orlando, Florida terminal. The Consortium will choose which submitted pricing mark up, OPIS Daily Low or Daily Average, to accept.
- B. Daily pricing shall be based on the 6:45 a.m. OPIS Report. This pricing shall be in effect until the prices change at 6 p.m. the same calendar day. Any deliveries loaded 6 p.m. or after shall be priced based on the 6:45 a.m. OPIS report for the following day. **OPIS** documentation may be requested and required in settling of any pricing errors through the term of the bid. Contractor shall bid full loads (8,000 or 7,500 for diesel only deliveries) and short drops (less than 8,000 or 7500 for diesel only deliveries).
- C. Contractors shall provide invoices and bill of lading for all fuel drops electronically no later than six (6) business days following the date of the delivery. Invoices shall be sent to each Consortium member who are responsible for paying their own invoices.
- D. Contractors shall complete Attachment A and submit with bid. Attachment A shall include the following information:
 - 1. **Pricing-** Bidders shall submit pricing as a markup over OPIS Daily low and OPIS Daily average as detailed in Section 1.6.
 - 2. **Terminal-** Bidder shall define which terminal will be utilized to supply fuel (i.e. Tampa, Orlando, Jacksonville, Port Canaveral, Port Everglades, or other).
 - 3. **Delivery Times:** Delivery shall be required no later than one (1) calendar day from receipt of release order.
 - 4. **Additional fees:** Bidder may submit pricing on any other fees that will be part of the Contractor mark up such split loads, above ground tank delivery, and tank wagon drop charges.

1.3 Fuel site and pumps

Attachment B provides the Facility Identification (FACID) number and current location of each fuel site, including tank attributes, hours of operation, and the project manager assigned to each location. The breakdown of storage for both unleaded, diesel fuels is included.

1.4 Quality Standards/EPA Violations

All fuel provided shall comply with governmental regulations and conform to all specifications in regards to environmental and quality standards set forth by the State of

Florida. In addition, the Environmental Protection Agency (EPA) has directed that fines will be levied for any fuel found not to be in compliance with the Sulfur content on the Ultra Low Sulfur Diesel fuel. The Contractor shall be responsible for any fines, freight costs and replacement of fuel product for fuel found to be in non-compliance by the EPA.

1.5 Conditions for Emergency, Hurricane, or disaster

Before, during, and after a public emergency, disaster, hurricane, fire, flood, or other acts of God, the Contractor shall provide fuel to all Consortium members on a “first priority” basis. All Consortium members shall be given priority when allocations become available.

The Consortium expects to pay a fair and reasonable price for all fuel in the event of a disaster, emergency, fire, or hurricane. In the event that fuel is provided to the Consortium from areas outside of the contracting ports, additional freight costs may be allowed. This shall be communicated and agreed upon by both the Contractor and the Consortium Project Managers before deliveries are made. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

1.6 Delivery and Penalties

Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise from the ordering entity. Failure to deliver fuel during within 24-hours may result in the Contractor covering any costs arising from having to order fuel from an alternate vendor. Penalties may include any extra price per gallon over agreed upon contract pricing and any additional freight costs incurred. This is for normal operations only.

1.7 Exhibits and Attachments

- A. Exhibit I General Conditions
- B. Exhibit II Insurance
- C. Attachment A - Price Sheet
- D. Attachment B - Facility Identification

2.0 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Tuesday, April 16, 2019. Bids received after this time will not be considered.

2.1 Proposed Schedule

March 8, 2019 Invitation to Bid Available
March 20, 2019 Pre-bid Conference
April 2, 2019 Last Day to Receive Written Questions
April 15, 2019 Bid Closing Date

2.2 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Eddie Molina, Procurement Analyst
Telephone: 386-822-5772
Fax: 386-736-5972
E-mail: emolina@volusia.org

2.3 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.2 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.4 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608
Mark package(s) "**Bid #19-B-70EM, Bulk Fuel**"

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.0. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.5 Pre-bid Conference

- A. A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00 a.m., EST, Wednesday, March 20, 2019. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

2.6 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit three (3) complete sets of the Bid Submittal:
 - **One (1)** hard copy marked "ORIGINAL"
 - **One (1)** hard copy marked "COPY"

Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.

 - **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section

5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.7 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Total Cost;
 - 2. Delivery in accordance with Section 1.6;
 - 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
 - 4. Ability to provide fuel that meets the requirements of Section 1.1;
 - 5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the most responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.8 Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.9 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies

owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.10 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.11 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

2.12 Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
 - 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
 - 2. Inform County of the extent to which performance is completed.
 - 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County.
 - 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.10 - Award Term, Section 2.9 - Payment Terms and this Section 2.12 - Termination, the County shall cause

payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

- E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.12- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the services terminated.
- F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the services and complete the services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such services.
- G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.13 New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section 2.3. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.14 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.0 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

4.0 SUBMITTAL REQUIREMENTS (*Submit in the following order*)

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- ☐ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a Contractor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- ☐ **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.6)
- ☐ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org.
- ☐ **Completed Bid Submittal Form** (use attached form Section 5.0).
- ☐ **References** - List at least three (3) recent references where the proposed product has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.
- ☐ **Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH11_4TA_ARTIINGE

- ☐ **Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 15.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- ☐ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- ☐ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
- ☐ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Contractor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.
- ☐ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.
- ☐ **Drug-Free Work Place form** (use attached form Section 8.0).
- ☐ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

☐ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).

☐ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

5.0 BID SUBMITTAL FORM

_____, 2019

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
_____ has carefully examined the specifications to furnish Bulk Fuel, for
which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Tuesday,
April 16, 2019**, and further declares that the firm will furnish the Bulk Fuel according to
specifications.

Complete Attachment A and return with bid submittal

(Open Attachment A from website, perform "file save as" and save spreadsheet to your
computer. Fill in pricing, preferably electronically.)

**Include Attachment A in Excel format (not pdf) on CD with the rest of your submittal
documents.**

The County reserves the right to negotiate with the awarded Contractor for additional services
similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ Yes ☐ No

Total number employees _____

F.O.B. Destination

Can fuel be delivered within one (1) calendar day from receipt of release order? ☐ YES ☐ NO

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☐ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and
to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of
this Invitation to Bid No. 19-B-70EM, "**Bulk Fuel**", including all exhibits and attachments (as
amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized
to execute this proposal/offer document and any Agreement(s) and/or other transactions required
by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II,
Insurance, upon notification of recommendation of award.

The Contractor acknowledges that information provided in this Bid is true and correct:

✕

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

6.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the
(title) _____ and the duly authorized representative of
the firm of *(Firm Name)* _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real
or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed 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 proposal, the employee will propose 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) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS**

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Contractor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Contractor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Contractor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Contractor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY CONTRACTOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Contractor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted Contractor list for a period of 36 months following the date that person or affiliate was placed on the convicted Contractor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted Contractor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted Contractor list so long as that person's name appears on the convicted Contractor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory Contractor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory Contractor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory Contractor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory Contractor list so long as that entity's name appears on the discriminatory Contractor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

14.0 PROOF OF EXEMPTION



BUSINESS SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- ☐ Florida Statute 205. 063
☐ Florida Statute 205. 064

- ☐ Florida Statute 205. 065
☐ Florida Statute 205. 162
☐ Florida Statute 205. 171

- ☐ Florida Statute 205. 191
☐ Florida Statute 205. 192

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

OR is the type of business indicated below:

- ☐ Child Care – Residential
☐ Commercial Rentals
☐ Door to Door/Peddler Sales

- ☐ Insurance Adjuster, Agent,
or Company
☐ Pharmacist/Pharmacy
(Prescription Drugs Only)

- ☐ Radio/Television Station
☐ Religious Institution
☐ Residential Rentals over 6months
☐ Sale of Alcoholic Products only

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____

(Authorized Signature)

Title: _____

Date: _____

16.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)

Employee 1: _____ (print name) _____ (signature)

Employee 2: _____ (print name) _____ (signature)

Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.:

Commission Expires:

(Seal)

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1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile or electronic submissions are NOT acceptable. No offer may be modified after acceptance.

2. **BIDDER'S RESPONSIBILITY:** The Bidder, by submitting a Bid, represents that:

- A. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

3. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.

4. **OPENING:** Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/bidlist for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

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5. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising

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therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

6. **CLARIFICATION/CORRECTION OF ENTRY/MINOR IRREGULARITIES:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.
7. **QUESTIONS, EXCEPTIONS, AND ADDENDA:** It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in the ITB who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

8. **INCURRED EXPENSES:** This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.
9. **DISADVANTAGED BUSINESSES:** The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.
10. **LOCAL PREFERENCE:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

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This Section 10 does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section 10 will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

11. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
12. **UNUSUAL COSTS:** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.
13. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.
14. **TAXES:** County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.
15. **PAYMENT TERMS:** Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74
16. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement
17. **MEETS/MINIMUM SPECIFICATIONS:** The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.
18. **BRAND NAME OR EQUAL:** If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will

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be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts 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 County would be binding itself to purchase by making an award.

- 19. SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.
- 20. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to 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 shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 21. CHANGE IN SCOPE OF WORK/SERVICE:**
- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
 - B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
 - C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.
- 22. GOVERNING LAWS/VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

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- 23. ASSIGNMENT:** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

- 24. CONTENT OF INVITATION/RESPONSE:** The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "GENERAL CONDITIONS AND INSTRUCTIONS."

- 25. DISCLOSURE OF BID CONTENT:** All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

- 26. LIMITATION OF LIABILITY/INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

- 27. INFRINGEMENT CLAIM:** For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section 27, if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

- 28. SOVEREIGN IMMUNITY:** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages,

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regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- 29. PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
- 30. USE OF COUNTY LOGO:** The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.
- 31. TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.
- 32. ACCEPTANCE:** Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.
- 33. SAFETY WARRANTY:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
- 34. SAFETY:** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.
- 35. WARRANTY:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.
- 36. AWARD:** The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on

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experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

- 37. OTHER AGENCIES:** All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement 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 order to the awarded Contractor(s).
- 38. FOB DESTINATION:** The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.
- 39. SPECIAL CONDITIONS:** County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.
- 40. LICENSES, CERTIFICATES, AND PERMITS**
- A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
- B. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
- C. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- 41. RECORDS & RIGHT TO AUDIT:** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 40 Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.
- 42. CLAIM NOTICE:** The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Personnel/Risk Management Division

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Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

43. WAIVER OF CLAIMS: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

44. COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

45. SCRUTINIZED COMPANIES-FL STATUTE SECTION 287.135 AND 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 15.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

46. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the

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obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

47. RIGHT TO REQUIRE PERFORMANCE:

- A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

48. FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

49. CONTRACTOR'S PERSONNEL: During the performance of the Agreement, the Contractor agrees to the following:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The

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Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer;

- B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- C. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 49;
- E. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
- F. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
- H. Both Contractor and Subcontractors awarded an Agreement as a result of Section 10 **Local Preference**, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (see Special Conditions Section 11.0 and 12.0) showing compliance.

50. COUNTY/CONTRACTOR RELATIONSHIP:

- A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
- B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

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D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

51. DISQUALIFICATION OF BIDDERS: One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

52. DEBARMENT: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

53. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with 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.

54. DISPUTE RESOLUTION

Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 53, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

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County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section 53, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit II and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation		
Florida Statutory Coverage		
COMMERCIAL GENERAL LIABILITY - Broad form ☒ Occurrence Basis ☒ Blanket Contractual Liability ☒ County Additional Insured ☒ Waiver of Subrogation	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	\$ 1,000,000
	Personal & Adv Inj.	\$ 1,000,000
	Fire Damage	\$
		\$
AUTO LIABILITY ☒ Any Auto ☒ CA 99 48 Broadened Pollution Liability Endorsement ☒ Pollution liability coverage including unloading of fuel. Transportation Pollution Liability endorsement or policy. ☒ Contractor, its subcontractors & independent contractors shall name as Additional Insureds: County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, Flagler County ☒ Waiver of Subrogation in favor of County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, Flagler County	Combined Single Limit	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
		\$
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Eddie Molina</u>		Risk Management Division

- A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.
- C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in *Figure 1* or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.
- G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

- H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.
- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
- I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards

(XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

- J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.
- K. Transportation Pollution Liability. Contractor shall purchase coverage for liability caused by pollution conditions arising out of the operations of Contractor and its subcontractors. The County shall be named as additional insured. Coverage shall apply to bodily injury, sickness, disease, mental anguish or shock, including death and medical monitoring; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy shall provide coverage for loading, transporting, and unloading from the project site to the final disposal location. Policy shall include Non-owned Disposal Site coverage by endorsement. All activities contemplated in the Agreement shall be specifically scheduled on the policy as “covered operations”. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and be endorsed to be primary and non-contributory with any other coverage or self-insurance maintained by the County. Should Contractor’s policy or endorsement providing transportation pollution liability be modified to exclude or reduce the coverage required herein, Contractor shall promptly notify County and provide such coverage under another policy or form with the County included as an additional insured.

- L. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 2.3 of ITB #19-B-70EM, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will

review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. **Proof of Insurance**

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
 - B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
 - C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
 - D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
4. The provisions of this Exhibit II, shall survive the cancellation or termination of the Agreement.



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

March 14, 2019

ADDENDUM NO. 1
Bulk Fuel
ITB No. 19-B-70EM

TO: All firms interested in providing the required products

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

****NOTICE****

Attachments:

- Attached to this addendum is an invoice in response to question 7.

Questions Received:

Question 1: 1. Can you please specify the estimated annual amount of Diesel fuel broken down Ultra Low Sulfur Diesel Fuel and No. 2 Red-Dyed Diesel?

Response 1: The estimated annual usage of ULS diesel is 596,000 gallons and the No 2 Red-Dyed diesel usage is 217,000 gallons.

Question 2: Will the pre-bid meeting be available via conference call?

Response 2: Unfortunately we are not able to accommodate conference calls. However, it is not mandatory.

Question 3: Can you please clarify that the City of New Smyrna Beach estimated annual usage of unleaded fuel is supposed to read 110,000 gallons?

Response 3: Yes. 110,000 gallons is correct.

Question 4: What is the name of the current Incumbent?

Response 4: Gentry Oil LLC, Glover Oil Company LLC, and Mansfield Oil Company

Question 5: May I have a copy of the current contract?

Response 5: All associated documents with the previous bid are available at www.volusia.org/purchasing. Search for ITB 14-B-72VO.

Question 6: May I have a bid tabulation of the last award?

Response 6: All associated documents with the previous bid are available at www.volusia.org/purchasing. Search for ITB 14-B-72VO.

Question 7: May I have copies of the most recent Unleaded, Ultra Low Sulfur Diesel Fuel and No. 2 Red-Dyed Diesel invoices?

Response 7: Please see attached invoice.

Question 8: Are there any Diversity goals?

Response 8: All goals associated with this contract are published within the bid document.

Question 9: What are the estimated gallons of fuel purchased annually?

Response 9: The estimates are outlined in section 1.0. This information is provided for informational purposes only and in no way represents a guarantee of future expenditures.

Question 10: Are there fuel tanks at your site? If yes, can you please tell me their sizes and if they are above or below ground?

Response 10: Attachment B to the bid document outlines all of the facilities with fuel tanks. AST indicates above ground and UST indicates underground.

Question 11: Is fuel purchased through another entity such as a state or county? If so, please provide the name.

Response 11: The Consortium includes local and county government entities as listed in section 1.0.

Question 12: Can you please provide the Estimated Annual Usage PER TANK and the Average Load Size PER TANK?

Response 12: This information is unavailable.

Question 13: Can you please provide the specific fuel specifications PER TANK?

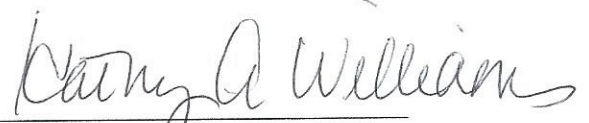
Response 13: Please see Attachment B.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

Total Pages: 5

If there are any questions, please contact the staff member responsible for this project, Kathy Williams, Procurement Manager, at phone: (386) 822-5772 or via E-mail: emolina@volusia.org.



Kathy Williams, CPPO, CPPB, MBA
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 18-B-46KW

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

2 ✓
OK DS
OK mp
✓CCG

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

INVOICE # 369430

SHIP TO:
VOLUSIA COUNTY
INDIAN LAKE ROAD
1336 INDIAN LAKE ROAD
DAYTONA BEACH.V, FL 32124-1051

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 13921-04-369430
ORDER # 6625

BILL TO: VOLUSIA COUNTY
1270 INDIAN LAKE ROAD

DAYTONA BEACH, FL 32124

----- CONTROL # -----
369430

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	SUN FUELS INC	ORLANDO, FL	144-095	03/05/2019	03/08/2019

B/L NO	DESCRIPTION		GROSS	NET	PRICE	AMOUNT
4311126	87 UNL W/10%ETH	07:48	6501	6466	1.795000	11,606.47
	VOLUSIA CO GAS TAX				.198000	1,280.27
	FED EXC LUST GOVT TA				.001000	6.47
	FL INSPECTION FEE				.001250	8.08
	FL MTR FUEL TAX				.181000	1,170.35
	FL POLLUTION TAX				.020714	133.94
						=====
DUE DATE 4/04/2019					AMOUNT DUE	\$14,205.58

4/17 RH Confirmed 24 Hour Access

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.

Glover Oil Co. Inc.

P.O. Box 790
3109 S. Main St
MELBOURNE, FL 32902

(321) 723-3953

Invoice

Invoice No: 4314445-1

Invoice Date: 03/11/19

Branch: 1

Sold To: 77520099
VOLUSIA COUNTY- TOMOKA LANDFIL
ATTN: DIXIE SIMMONS
1270 INDIAN LAKE DRIVE
DAYTONA BEACH, FL 32124

Shipped To: 77520099-1
VOLUSIA COUNTY-TOMOKA LANDFILL
1990 TOMOKA LANDFILL ROAD
DAYTONA BEACH, FL 32128

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
None	03/11/19	COTRK	HGLOVER		Net 30	br
Product	SC	Quantity	Price	Disc	Amount	
1 ULS – ULTRA LOW SULPHER DIESEL	G	2837.00 Gallon	2.16280		6,135.86	
Products Total					\$6,135.86	
COUNTY TAX L-S COLLECTED		2837.00	0.14800		419.88	
LUST TAX		2837.00	0.00100		2.84	
POLLUTANT TAX COLLECTED		2837.00	0.02071		58.75	
STATE EXCISE TAX L-S COLLECTED		2837.00	0.18100		513.50	
Taxes and Fees Total					\$994.97	
					Invoice Balance	\$7,130.83

Invoice

1 Units HM. Fuel Oil No. 2 Combustible Liq. 3. NA1993. PGIII

IN ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
*****CALL 1-800 -342-7121 DAY OR NIGHT*****

Customer Copy

Glover Oil Co. Inc.
P.O. Box 790
3109 S. Main St
MELBOURNE, FL 32902
(321) 723-3953

Invoice

Invoice No: 4314445C

Invoice Date: 03/11/19

Branch: 1

Sold To: 77520099
VOLUSIA COUNTY- TOMOKA LANDFIL
ATTN: DIXIE SIMMONS
1270 INDIAN LAKE DRIVE
DAYTONA BEACH, FL 32124

Shipped To: 77520099-1
VOLUSIA COUNTY-TOMOKA LANDFILL
1990 TOMOKA LANDFILL ROAD
DAYTONA BEACH, FL 32128

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
None	03/11/19	COTRK	HGLOVER		Net 30	br
Product	SC	Quantity	Price	Disc	Amount	
1 ULSD – ULTRA LOW SULFER DYED DIESEL	G	4477.00 Gallon	2.16660		9,699.87	
Products Total					\$9,699.87	
LUST TAX		4477.00	0.00100		4.48	
POLLUTANT TAX COLLECTED		4477.00	0.02071		92.72	
Taxes and Fees Total					\$97.20	
					Invoice Balance	\$9,797.07

Invoice

1 Dyed Diesel Fuel. Nontaxable Use Only.
Penalty for taxable use.

IN ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
*****CALL 1-800 -342-7121 DAY OR NIGHT*****

Customer Copy



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 3, 2019

ADDENDUM NO. 2
Bulk Fuel
ITB No. 19-B-70EM

TO: All firms interested in providing the required products

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

****NOTICE****

Attachments:

- Current OPIS Report dated 3/28/19

Clarification:

- Section 2.1, Proposed Schedule has April 15, 2019 as the Bid Closing Date. The correct date is April 16, 2019.
- Attachment B (Revision 1) has been posted to the county website. The contact information provided on this attachment is for informational purposes only. Please ensure that all questions are routed to the Procurement Analyst at emolina@volusia.org.

Questions Received:

Question 1: Could you please clarify how you want pricing presented for the subject bid? Will the OPIS differential be based as an adder to the Orlando OPIS or do we choose which OPIS we will use based on where the product will come from?

Response 1: Pricing will be based on the Orlando OPIS in accordance with section 1.2

Question 2: The pricing sheet only provides for transport pricing....I see numerous tanks in the list that would be considered tank wagon deliveries or less than transport load deliveries.....are you going to add tank wagon pricing for this bid?

Response 2: The portion of Attachment "A" where it lists less than 8,000 for unleaded and less than 7500 for diesel is intended to be what the Contractor should fill out for tankwagon. These amounts are considered less than full transport loads therefore should be used for tankwagon pricing.

Question 3: When is the anticipated award date?

Response 3: The anticipated award date is May 7.

Question 4: Will the award be decided at a board meeting?

Response 4: The award will be made during a Volusia County Council meeting.

Question 5: Can you confirm the contract period?

Response 5: Per section 2.10, the contract period is for an initial three (3) year term with the option of two (2) subsequent one (1) year renewals.

Question 6: Are renewals on a member by member basis or as the consortium as a whole?

Response 6: Renewals will be handled by the County of Volusia. Consortium members are free to pursue their own fuel bid at anytime, however they have not done so over the past five (5) years.

Question 7: Do any of the locations have special requirements for delivery vehicles, for example are there sites that do not have enough room to fit a full sized 18 wheeled semi-truck? Are there sites that will require trucks to bring extra lengths of hose to reach the tanks, or will site require any special fittings for delivery?

Response 7: Please see Attachment B (Revision 1)- Special Requirements have been added.

Question 8: Can you please provide the estimated annual usage of ULS Diesel and Red-Dyed Diesel broken down by location and by product?

Response 8: Please see attached Amended Attachment B (Revision 1). This information is provided as an estimate only and in no way represents a guarantee of future expenditures.

Question 9: Will the bid opening be open to the public and what information will be read aloud?

Response 9: The bid opening is open to the public. The name of each bidder will be read aloud. The complete tabulation will be available in 30 days or when there is a recommendation of award, whichever comes first.

Question 10: How often are split loads utilized in transport deliveries?

Response 10: Volusia County- 3-4 times a month

Volusia County School Board- Less than a dozen a year...VCSB often split a load between Deland and Pierson

City of Ormond Beach- Approximately twice a year

City of DeLand- Orders one truck of diesel and splits that between two separate locations. This occurs approximately once a quarter.

VOTRAN- Very seldom, and only in emergency situations.

City of New Smyrna Beach- Typically deliver is made to all fire stations in one day from the same truck.

City of Daytona Beach- 2-3 times a year; unleaded gas and premium. Twice in 2018.

Flagler County- Never.

City of Port Orange- Last year the City of Port Orange only had 3 split loads and that was for hurricane prep.

Question 11: May we please have a copy of the previous bid tabulations?

Response 11: All information for the previous solicitation can be found at www.volusia.org/bidlist . Search for 14-B-72VO.

Question 12: May we please have copies of invoices and BOLs?

Response 12: Refer to Addendum 1.

Question 13: Is this bid all or nothing or can vendors "no bid" some items?

Response 13: It is NOT all or nothing. The county reserves the right to award to multiple vendors as determined to be in the best interest of the Consortium.

Question 14: Will the award be split by fuel type?

Response 14: The award will be made in the best interest of the Consortium and will not be based solely on fuel type.

Question 15: Will the award be split by delivery size?

Response 15: The award will be made in the best interest of the Consortium and will not be based solely on delivery size.

Question 16: Can or will deliveries be split between locations?

Response 16: In some instances yes. Vendors may submit a charge on Attachment A, Price Sheet to account for the extra freight cost for split deliveries.

Question 17: Can or will deliveries be split between products to a single location?

Response 17: Yes. Two types of fuel may be ordered regularly for a single location delivery.

Question 18: How many consecutive years has the current vendor been awarded?

Response 18: The current Contractors have been under contract for five (5) consecutive years.

Question 19: Can we please have a list of bidders invited to submit a proposal?

Response 19: Bidding is open to any qualifying firm who wishes to respond to this Invitation to Bid.

Question 20: Could you provide a copy of the OPIS report that you want to use for the pricing?

Response 20: Please see attached.

Question 21: We, as well as every other OPIS subscriber in the petroleum industry, have been notified by OPIS that due to copyright considerations, a vendor is forbidden from providing on-going copies of OPIS data. You will need to obtain your own subscription.

Response 21: The requirement for copies of OPIS data has been removed from the scope of work.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

Total Pages: 6

If there are any questions, please contact the staff member responsible for this project, Eddie Molina, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: emolina@volusia.org.


Kathy Williams, CPPO, CPPB, MBA
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 19-B-70EM

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

OPIS Report

Account #147241

To align the following data, change the font size to 9 in Courier New.

ORLANDO, FL

2019-03-28 06:45:40 EDT

OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
FlntHlsRs	u N-10	-- --	-- --	-- --	-- --	226.00	- 5.00	03/27	18:00
Huguenot	u N-10	-- --	-- --	-- --	-- --	227.22	- 3.77	03/27	18:00
Marathon	b 1-10	-- --	-- --	-- --	-- --	236.26	- 4.65	03/27	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	232.90	- 4.60	03/27	18:00
Shell-Mot	b 125-3	-- --	-- --	237.72	- 4.25	-- --	-- --	03/27	18:00
LOW RACK		-- --		237.72		226.00			
HIGH RACK		-- --		237.72		236.26			
RACK AVG		-- --		237.72		230.60			
OPIS GULF COAST SPOT MEAN - 03/27									
FOB COLONIAL		187.455		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		-- --		199.24		210.64			
BRD LOW RACK		-- --		237.72		236.26			
BRD HIGH RACK		-- --		237.72		236.26			
BRD RACK AVG		-- --		237.72		236.26			
UBD LOW RACK		-- --		-- --		226.00			
UBD HIGH RACK		-- --		-- --		232.90			
UBD RACK AVG		-- --		-- --		228.71			
CONT AVG-03/27		-- --		241.97		235.10			
CONT LOW-03/27		-- --		241.97		230.99			
CONT HIGH-03/27		-- --		241.97		240.91			

ORLANDO, FL

2019-03-28 06:45:40 EDT

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Huguenot	u N-10	175.39o	- 1.01	188.39o	+ 1.35	212.75o	+ 2.25	03/27	18:00
Vitol	u N-10	193.00	- 4.50	211.00	- 4.50	231.00	- 4.50	03/27	18:00
FlntHlsRs	u N-10	193.75	- 4.75	206.75	- 4.75	218.75	- 4.75	03/27	18:00
Motiva	u N-10	193.85	- 5.00	211.85	- 5.00	238.85	- 5.00	03/27	18:00
Marathon	u N-10	194.25	- 4.60	208.25	- 4.60	236.25	- 4.60	03/27	18:00
Valero	u N-10	194.30	- 3.95	212.30	- 3.95	241.30	- 1.95	03/27	18:00
TransMont	u N-10	196.17	- 4.27	-- --	-- --	247.04	- 3.82	03/27	18:00
Citgo	u 1-10	197.15	- 4.24	214.32	- 4.25	242.61	- 4.24	03/27	18:00
Citgo	b 1-10	198.56	- 4.02	213.76	- 4.02	247.04	- 4.02	03/27	18:00
Mystik	b 1-12	198.56	- 4.02	213.76	- 4.02	247.04	- 4.02	03/27	18:00
Valero	b 1-10	198.70	- 3.70	214.70	- 3.70	248.20	- 3.70	03/27	18:00
Sunoco	b 125-3	198.82	- 3.97	214.32	- 3.97	248.70	- 3.98	03/27	18:00
XOM	b 125-3	198.88	- 4.66	215.59	- 4.66	249.01	- 4.66	03/27	19:00
Marathon	b 1-10	199.04	- 3.79	215.54	- 3.78	248.54	- 3.78	03/27	18:00
BP	b 125-3	199.20	- 3.89	216.40	- 3.89	250.30	- 3.89	03/27	18:00
76-Mot	b 125-3	199.29	- 3.65	216.51	- 3.64	246.89	- 3.64	03/27	18:00
Shell-Mot	b 125-3	199.70	- 3.79	216.91	- 3.80	251.34	- 3.80	03/27	18:00
Chevron	b 1t45c	200.00	- 3.50	215.90	- 3.50	250.50	- 3.50	03/27	18:00
Texaco	b 1t45c	200.00	- 3.50	215.90	- 3.50	250.50	- 3.50	03/27	18:00
LOW RACK		193.00		206.75		218.75			
HIGH RACK		200.00		216.91		251.34			
RACK AVG		197.40		213.75		244.10			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		185.70		-- --		202.36			
BRD LOW RACK		198.56		213.76		246.89			
BRD HIGH RACK		200.00		216.91		251.34			
BRD RACK AVG		199.16		215.39		248.91			
UBD LOW RACK		193.00		206.75		218.75			
UBD HIGH RACK		197.15		214.32		247.04			
UBD RACK AVG		194.64		210.75		236.54			
CONT AVG-03/27		201.50		217.84		248.07			
CONT LOW-03/27		197.50		211.50		223.50			
CONT HIGH-03/27		203.54		220.71		255.14			

o=out of product

ORLANDO, FL

LOW RETAIL	249.23
AVG RETAIL	272.74
LOW RETAIL EX-TAX	195.67
AVG RETAIL EX-TAX	219.14

ORLANDO, FL

2019-03-28 06:45:40 EDT

OPIS GROSS PURE ETHANOL PRICES

	Terms	w/out	Move	with	Move	Date	Time
Vitol	u N-10	166.00	- 3.00	-- --	-- --	03/27	18:00
LOW RACK		166.00		-- --			

HIGH RACK	166.00	-- --
RACK AVG	166.00	-- --
UBD LOW RACK	166.00	-- --
UBD HIGH RACK	166.00	-- --
UBD RACK AVG	166.00	-- --
CONT AVG-03/27	169.00	-- --
CONT LOW-03/27	169.00	-- --
CONT HIGH-03/27	169.00	-- --

TOTAL ETHANOL AVG 166.00

ORLANDO, FL 2019-03-28 06:45:40 EDT
 OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
Vitol	u N-10	205.75	- 2.25	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	u N-10	206.05	- .30	-- --	-- --	-- --	-- --	-- --	03/27	18:00
FlntHlsRs	u N-10	206.80	- .70	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Valero	u N-10	207.15	- 2.30	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Huguenot	u N-10	207.94	- .05	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	u N-10	208.15	- .70	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	b 125-3	208.99	- .30	-- --	-- --	-- --	-- --	-- --	03/27	18:00
76-Mot	b 125-3	209.38	- .36	-- --	-- --	-- --	-- --	-- --	03/27	18:00
XOM	b 125-3	209.76	- 2.00	-- --	-- --	-- --	-- --	-- --	03/27	19:00
Citgo	b 1-10	209.81	- 1.75	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	u 1-10	209.81	- 1.75	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Mystik	b 1-12	209.81	- 1.75	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Shell-Mot	b 125-3	210.24	- .36	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Coastal	b 125-3	210.99	- 1.27	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Sunoco	b 125-3	210.99	- 1.27	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Valero	b 1-10	211.10	- 1.05	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	b 1-10	211.11	- .71	-- --	-- --	-- --	-- --	-- --	03/27	18:00
BP	b 125-3	211.75	- 1.13	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Chevron	b 1t45c	212.00	- 1.20	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Texaco	b 1t45c	212.00	- 1.20	-- --	-- --	-- --	-- --	-- --	03/27	18:00
LOW RACK		205.75		-- --		-- --				
HIGH RACK		212.00		-- --		-- --				
RACK AVG		209.48		-- --		-- --				
OPIS GULF COAST SPOT MEAN - 03/27										
FOB COLONIAL		193.640		-- --		-- --				
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)										
FOB ORLANDO		197.27		-- --		-- --				
BRD LOW RACK		208.99		-- --		-- --				
BRD HIGH RACK		212.00		-- --		-- --				
BRD RACK AVG		210.61		-- --		-- --				
UBD LOW RACK		205.75		-- --		-- --				
UBD HIGH RACK		209.81		-- --		-- --				
UBD RACK AVG		207.38		-- --		-- --				
CONT AVG-03/27		210.60		-- --		-- --				
CONT LOW-03/27		206.35		-- --		-- --				
CONT HIGH-03/27		213.20		-- --		-- --				

ORLANDO, FL 2019-03-28 06:45:40 EDT
 OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
Vitol	u N-10	206.10	- 2.25	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	u N-10	206.55	- .30	-- --	-- --	-- --	-- --	-- --	03/27	18:00
FlntHlsRs	u N-10	207.55	- .70	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Valero	u N-10	207.65	- 2.30	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Huguenot	u N-10	208.44	- .05	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	u N-10	208.65	- .70	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	b 1-10	210.21	- 1.75	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	u 1-10	210.21	- 1.75	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Mystik	b 1-12	210.21	- 1.75	-- --	-- --	-- --	-- --	-- --	03/27	18:00
XOM	b 125-3	211.19	- 1.34	-- --	-- --	-- --	-- --	-- --	03/27	19:00
Coastal	b 125-3	211.49	- 1.27	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Sunoco	b 125-3	211.49	- 1.27	-- --	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	b 1-10	211.62	- .70	-- --	-- --	-- --	-- --	-- --	03/27	18:00
BP	b 125-3	212.25	- 1.13	-- --	-- --	-- --	-- --	-- --	03/27	18:00
LOW RACK		206.10		-- --		-- --				
HIGH RACK		212.25		-- --		-- --				
RACK AVG		209.54		-- --		-- --				
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)										
FOB ORLANDO		197.62		-- --		-- --				
BRD LOW RACK		210.21		-- --		-- --				
BRD HIGH RACK		212.25		-- --		-- --				
BRD RACK AVG		211.21		-- --		-- --				
UBD LOW RACK		206.10		-- --		-- --				
UBD HIGH RACK		210.21		-- --		-- --				
UBD RACK AVG		207.88		-- --		-- --				
CONT AVG-03/27		210.78		-- --		-- --				
CONT LOW-03/27		206.85		-- --		-- --				
CONT HIGH-03/27		213.38		-- --		-- --				

ORLANDO, FL 2019-03-28 06:45:40 EDT
 OPIS GROSS SPECIALTY DISTILLATE PRICES

Terms	JET	Move	MARINE	Move	Date	Time
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PSX	b N-10	230.16	+ 1.31	-- --	-- --	03/26 00:01
LOW RACK		230.16		-- --		
HIGH RACK		230.16		-- --		
RACK AVG		230.16		-- --		
BRD LOW RACK		230.16		-- --		
BRD HIGH RACK		230.16		-- --		
BRD RACK AVG		230.16		-- --		
CONT AVG-03/27		230.16		-- --		
CONT LOW-03/27		230.16		-- --		
CONT HIGH-03/27		230.16		-- --		

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS WHOLESALE B0-5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS2 RD	Move Date	Time
Motiva	u N-10	206.05	206.55	03/27	18:00
Marathon	u N-10	208.15	208.65	03/27	18:00
76-Mot	b 125-3	209.38	-- --	03/27	18:00
Motiva	b 125-3	209.38	-- --	03/27	18:00
Shell-Mot	b 125-3	210.24	-- --	03/27	18:00
Marathon	b 1-10	211.11	211.62	03/27	18:00
Chevron	b 1t45c	212.00	-- --	03/27	18:00
Texaco	b 1t45c	212.00	-- --	03/27	18:00
XOM	b 125-3	212.20	211.19	03/27	19:00
LOW RACK		206.05	206.55		
HIGH RACK		212.20	211.62		
RACK AVG		210.06	209.50		
BRD LOW RACK		209.38	211.19		
BRD HIGH RACK		212.20	211.62		
BRD RACK AVG		210.90	211.41		
UBD LOW RACK		206.05	206.55		
UBD HIGH RACK		208.15	208.65		
UBD RACK AVG		207.10	207.60		
CONT AVG-03/27		210.78	210.26		
CONT LOW-03/27		206.35	206.85		
CONT HIGH-03/27		213.54	212.53		

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS2 RD	Move Date	Time
Vitol	u N-10	205.40	-- --	03/27	18:00
Motiva	u N-10	206.05	206.55	03/27	18:00
76-Mot	b 125-3	209.38	-- --	03/27	18:00
Motiva	b 125-3	209.38	-- --	03/27	18:00
Shell-Mot	b 125-3	210.24	-- --	03/27	18:00
LOW RACK		205.40	206.55		
HIGH RACK		210.24	206.55		
RACK AVG		208.09	206.55		
BRD LOW RACK		209.38	-- --		
BRD HIGH RACK		210.24	-- --		
BRD RACK AVG		209.67	-- --		
UBD LOW RACK		205.40	206.55		
UBD HIGH RACK		206.05	206.55		
UBD RACK AVG		205.73	206.55		
CONT AVG-03/27		208.82	206.85		
CONT LOW-03/27		206.35	206.85		
CONT HIGH-03/27		210.60	206.85		

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS WHOLESALE B10 SME BIODIESEL PRICES

	Terms	ULS No.2	Move Date	Time
Vitol	u N-10	205.05	03/27	18:00
LOW RACK		205.05		
HIGH RACK		205.05		
RACK AVG		205.05		
UBD LOW RACK		205.05		
UBD HIGH RACK		205.05		
UBD RACK AVG		205.05		
CONT AVG-03/27		207.30		
CONT LOW-03/27		207.30		
CONT HIGH-03/27		207.30		

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES

	Terms	ULS No.2	Move Date	Time
Vitol	u N-10	204.35	03/27	18:00
LOW RACK		204.35		
HIGH RACK		204.35		
RACK AVG		204.35		
UBD LOW RACK		204.35		
UBD HIGH RACK		204.35		
UBD RACK AVG		204.35		
CONT AVG-03/27		206.60		
CONT LOW-03/27		206.60		
CONT HIGH-03/27		206.60		

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19-B-70EM
Fuel Sites
Attachment B
Fuel Site Information

Volusia County:							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9809259	Indian Lake Road 1336 Indian Lake Road, Daytona Beach 32724	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel AST. 1 ea. 10,000 Gal. Vehicular Diesel, double walled (DW) steel AST 1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), steel AST	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	42,000 gallons ULSD
9103512	Tomoka Landfill 1990 Tomoka Farms Road, Daytona Beach 32124	1 ea. 12,000 Gal. Vehicular Diesel ASTs, DW, Steel. 1 ea. 10,000 Vehicular Off-Road Diesel, double walled (DW) 1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW) steel AST	7am-5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	65,000 gallons ULSD 213,000 gallons Off Road Diesel
9046676	Walker St. Road & Bridge 455 Walker Street, Holly Hill 32117	1 ea. 12,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 12,000 Vehicular Diesel UST, DW, Fiberglass.	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	43,000 gallons ULSD
8622777	Deland Road & Bridge 2560 West Highway 44, Deland 32720	1 ea. 10,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 10,000 Gal. Vehicular Diesel UST, DW, Fiberglass	7am - 5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	99,000 gallons ULSD
8522683	Osteen Road & Bridge 200 North Highway 415, Osteen 32764	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	18,000 gallons ULSD
8622679	NSB Road & Bridge 534 North Old Dixie Highway, New Smyrna Beach 32168	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	77,000 gallons ULSD
9810955	Transfer Station 261 Deland Crossings Blvd. Deland 32724	1 ea. 12,000 Gal. Vehicular Diesel AST, DW, Steel. 1 ea. 12,000 Gal. Vehicular Gasoline AST, DW Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	105,000 gallons ULSD
9400111	EVAC 122 Carswell Ave. 112 Carswell Ave. Holly Hill, 32017	1 ea. 4,000 gallon Vehicular Diese AST, DW, Steel	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	An 18 wheeler truck cannot make deliveries to this location due to the small area to turn around in. A tank wagon style truck can. The fuel is then pumped into a fill that is located on top of the tank with a nozzle style hose. There is a ladder on site so the driver can reach the fill.	100,000 gallons ULSD

Flagler County							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9807845	Flagler County 1769 E. Moody Blvd. Bunnell, FI 32110	1 ea. 30,000 Gal. above ground double wall for Unleaded fuel and 1 ea. 30,000 Gal. above ground double wall for Diesel. Electronic monitoring of interstice and continuous automatic tank gauge system.	24 hours, 7 days	Yes	Name: Andrew Pearson Phone: 386-313-4178 Email: apearson@flaglercounty.org		We only receive ULS diesel and the annual usage is 175,000 gallons.

City of Daytona Beach:							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9700983	Bethune Point WWTP 1 Shady PL Daytona Beach, FL 32114	1 ea. 6,000 gal. Vehicular Diesel AST, DW 1 ea. 1,000 gal. Vehicular Diesel, AST, DW.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631491	Fire Station #3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) fiberglass UST	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	8315 net gallons ULSD
8631488	Sewer Lift Station #1134 510 Ora Street Daytona Beach, FL 32114	1ea. 500 gal. Vehicular Diesel Double Walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal. Vehicular diesel Double walled (DW) steel AST. 1 ea. 4,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 12,000 gal. Vehicular Diesel Double walled (DW) steel UST. 1 ea. 12,000 gal. Unleaded Gas Double Walled (DW) steel UST.	7am-5pm, 5 days	Yes on 6,000 and 4,000 gallons tanks. No on the 12,000 gallon tanks.	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	0 net gallons ULSD
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal. Unleaded gas Double walled (DW) steel AST. 1 ea. 12,000 gal. Double walled (DW) steel AST. 1 ea. 2,000 gal. Unleaded gas. Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	37,225 net gallons ULSD
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gallon Vehicular Diesel Double walled (DW) steel AST. 1ea. 2,000 gal. Unleaded Gas Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Brian Jaquet Phone: 386-671- 3502 Cell: Email: jaquetbrian@codb.us	None	ULSD
9300590	Lift Station #1110 1612 Richard Petty Blvd Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631492	Fire Station #4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	11,272 net gallons ULSD
9300589	Lift Station #1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
9300588	Lift Station #1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD

City of Ormond Beach:							
FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel

9100520	Fleet Operations 500 N Orchard St Ormond Beach, FL 32174	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Diesel, DW steel UST 1 ea. 6,000 AGT, Gasoline, Concrete DW AGT	24 Hours, 7 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	44,626 gallons of diesel
8622685	TRANSFER STATION & VW PLT 550 N ORCHARD ST ORMOND BEACH	1 ea 6,000 Gal. Off-Road Diesel UGT, SW. 1 ea. 2000 Gal. Off-Road Diesel, SW 1 ea. 4,000 Gal. Off-Road Diesel SW, AGT 1 ea. 6500 Gal Off-Road Diesel, SW Steel AGT	7am-4pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	6,174 gallons of dyed diesel
9801353	WATER PLANT 301 JEFFERSON ST ORMOND BEACH	1 ea. 6,000 Gal. Off-Road Diesel, DW Concrete AGT. 1 ea. 5,200 Off-Road Diesel, DW Concrete AGT 1 ea. 2,000 Off-Road Diesel , SW Steel AGT	7am-4pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	

School Board:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8631507	Daytona Transportation 1648 Hancock Blvd. Daytona Beach, FL 32114	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), Steel AST 3 ea. 10,000 Diesel, DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: cjboyer@volusia.k12.fl.us	None	236,747 gallons ULSD
8841492	New Smyrna Beach Transportation 1294 Turnbull Bay Rd. New Smyrna Beach, FL 32169	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel, DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: cjboyer@volusia.k12.fl.us	None	108,779 gallons ULSD
9202882	Deltona Transportation 2101 Eutace Ave. Deltona, FL 32725	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 6,000 Diesel, DW FG UST. 1 ea. 20,000 Gal. Diesel DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: cjboyer@volusia.k12.fl.us	None	203,144 gallons ULSD
9047255	Deland Transportation 1301 Shapero Dr. Deland, FL 32724	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel, DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: cjboyer@volusia.k12.fl.us	None	127,174 gallons ULSD
8631509	Pierson Transportation 1 West First Street (Behind Old Pierson Elem) Pierson, FL 32180	1 ea. 10,000 Diesel, DW FG UST	As requested	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386- 717-0665 email: cjboyer@volusia.k12.fl.us	None	10,491 gallons ULSD

City of Port Orange:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	New Smyrna Beach Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8731587	Public Works 407 Virginia Avenue Port Orange, FL 32127	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Low Sulfur Diesel, DW steel UST	7am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Gasoline: 45,000 gals ULS Diesel: 55,000 gals
8944554	City Center Annex 1395 Dunlawton Ave Port Orange, FL 32129	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 2,000 Gal. Low Sulfur Dyed Diesel for backup generator only.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Gasoline: 95,000 gals ULS Dyed Diesel: 2,000 gals
9803333	Fire Station 74 6701 Airport Road Port Orange, FL 32128	1 ea. 3,000 Gal. Low Sulfur Diesel, double walled (DW) steel UST.	7am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	ULS Diesel: 5,000 gals
8942981	Cambridge Basin Generator 5839 Trailwood Dr. Port Orange, FL 32129	1 ea. 3,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811682	Port Orange Police Dept. 4545 S. Clyde Morris Blvd. Port Orange, FL 32129	2 ea. 2,500 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
8731583	Garnsey Water Plant 4400 Wellfield Dr. Port Orange, FL 32129	1 ea. 5,200 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	7am-4pm, 5 days	Yes	Name: Christina Potts Phone: 386-506-5773 Cell : N/A Email: cpotts@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9103196	Port Orange Wastewater Plant 817 Oak St. Port Orange, FL 32127	2 ea. 4,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST for Generators	7am-4pm, 5 days	Yes	Name: Steve Parnell Phone: 386-506-5786 Cell : N/A Email: sparnell@port- orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.

City of New Smyrna Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622701	NSB Public Works 124 Industrial Park Ave NSB, FL 32168	1 ea. 10,000 Gal Vehicular Gasoline, SW, steel AST 1 ea. 10,000 Gal Vehicular Diesel, SW, steel AST	7am - 2pm M-F	Yes	Name: Garrett Mccafferty Phone: 386-424-2210 Cell 386-427-7308 email: gmccafferty@cityofnsb.com	None	90,000 Gallons Unleaded 35,000 Gallons USLD
9807269	NSB Fire Station 51 151 Williamson Blvd. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811632	NSB Fire Station 52 500 E. Third Ave. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9812197	NSB Police Station 246 Industrial Park Ave NSB, FL 32168	1 ea. 6,500 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.

9812196	NSB Fire Station 53 238 Industrial Park Ave NSB, FL 32168	1 ea. 2,000 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.co m	None	Backup generator site. Usage will vary because of hurricanes and storms.
8734991	NSB Golf Course 1000 Wayne Ave NSB, FL 32168	1 ea. 1,000 Gal Compartmented AST 5/5 Vehicular Gasoline/ Off Road Diesel, DW	7am - 2pm M-TH	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.co m	None	4000 Gallons Unleaded 3000 Gallons Dyed Diesels
Non-regulated	NSB Sports Complex 1800 Turnbull Bay Rd NSB, FL 32168	1 ea. 500 Gal Compartmented AST 2.5/2.5 Vehicular Gasoline/Off Road Diesel, DW, steel AST	7am - 2pm M-F	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.co m	None	1500 Gallons Unleaded 1200 Gallons Dyed Diesel

Votran:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8517745	Volusia County Transit 950 Big Tree Road, South Daytona, FL 32119	2 ea. 15,000 Gal. Vehicular Diesel UST, DW, Fiberglass. 1 ea. 2,500 Gal. Vehicular Gasoline UST,DW,Fiberglass	22 Hours, 7 days. (Closed 2am-4am)	No	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121 Cell Phone: 386- 566-5560 email: rkazawitch@volusia.org		
9806496	924 E. Rhode Island Ave Orange City, FL 32763	2 ea. 12,000 gallon diesel AST's 1 ea. 5,000 gallons unleaded AST	24 hours	Yes	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121 Cell Phone: 386- 566-5560 email: rkazawitch@volusia.org		

City of South Daytona:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622688	City of South Daytona 1770 Segrave St. South Daytona, FL	1 ea. 10,000 Gal. 3/7 Vehicular Diesel, Gasoline DW AST.	7 am - 3:30pm M-F	Yes	Name: Mark Smith Phone: 386 322-3084 Cell phone:386-233-5701 msmith@southdaytona.org	Need a small tank wagon truck	9500 gallons ulsd 1000 gallons of red dye off road depending on severity of hurricane season

City of DeLand:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622696	City of DeLand, Public Works. 1102 S Garfield Ave, DeLand, FL, 32724	1 ea. 3,000 gallon Vehicular Diesel, DW AST 1 ea. 10, 000 Vehicular Unleaded DW AST	2 Hours, 7 days	Yes	Name: Brian Glenn Phone: 386-626-7206 Cell phone:386-233-5701 glennb@deland.org	None	

Daytona Beach International Airport

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Datona Beach International Airport Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
648517331	DBIA Fire Pump Gen. 700 Catalina Ave. Daytona Beach 32114- 3815 (Adjacent to Terminal Building) Escort Required	1 ea. 600 Gal. Emergency Generator Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806958	DBIA Gate TC-20 700 Catalina Drive, Daytona Beach 32114 (Adjacent to International Building) Escort Required	1 ea. 1000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 1000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806958	DBIA Main Terminal Generator 700 Catalina Avenue #300, Daytona Beach 32114 (At service entrance to terminal) Escort Required	1 ea. 2000 Gal. Emergency Generator Diesel. DW, Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 (Entrance requires escort)	1 ea. 1300 Emergency Generator, DW, Steel	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806809	DBIA Electrical Vault 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Fire Station 17) Escort Required	1 ea. 1000 Gal. Emergency Generator Diesel AST, Vaulted Steel DW.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649809474	DBIA TSA Generator M- 20 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Terminal Building) Escort Required	1 ea. 800 Gal. Emergency Generator Diesel AST, DW Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649815378	DBIA Fuel Farm 301 Innovation Way,Daytona Beach, 32114 Escort	1 ea. 2000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 2000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		

Date: 04/19/2022		AGENDA ITEM		Item: 04	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence In Government
				☒	NA
Department: Business Services					
Division: Fleet Management					
Subject: Renewal of agreements for bulk fuel with Gentry Oil Company, Mansfield Oil Company, and Petroleum Traders Corporation 19-B-70EM.					
Jeaniene Jennings Director Business Services  Department Approval		Pamela Wilsky  Approved in Accordance with Purchasing Policies and Procedures		Legal Heather Wallace Assistant County Attorney 	
Robert Gilmore Director Fleet Management  Division Approval		Aaron Van Kleeck  Approved as to Budget Requirements		County Manager's Office Ryan Ossowski Chief Financial Officer 	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
513 Equipment Maintenance		513-860-6300-5220 (Estimated Annual Expenditure: Fuel)		\$6,188,333.00	
456 Volusia Transportation Authori		456-670-XXXX-5220 (Estimated Annual Expenditure: Fuel)		\$3,072,960.00	
999 Various		999 Various Accounts (Estimated Annual Expenditures)		\$91,500.00	
Total Item Budget: \$9,352,793.00					
Staff Contact(s):				Phone:	Ext.
Jeaniene Jennings				386 822 5789	15789
Robert Gilmore				386 254 1595	11862
Summary/Highlights:					
On May 7, 2019, the county council approved agreements with Gentry Oil Company, Deland FL , Mansfield Oil Company, Gainesville, GA and Petroleum Traders Corporation, Ft. Wayne, IN for bulk fuel for an initial three (3) years with two (2) subsequent one (1) year renewals.					
Staff is satisfied with the service level provided by these vendors and recommends extension					

of the agreements for the first one (1) year renewal with the same terms and conditions. Both Mansfield Oil Company and Petroleum Traders Corporations have requested an average of \$.015 increase to their markup in accordance with Section 12 Unusual Costs due to unprecedented increase in transportation costs in the past two years. The estimated annual expenditure for these services is \$9,352,793.00.

Copies of the fully executed agreements and applicable exhibits are available for review in the purchasing and contracts division.

Recommended Motion: Approval.



Master Agreement

NO. 860 32389A - 1

TERM: 2022-05-08 to 2023-05-07

Page 1 of 2

Date Issued: 04/27/2022

Vendor contact: Name: BOB GILMORE Phone: 386-734-4239 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: GENTRY OIL LLC 1761 LANGLEY AVE DELAND, FL 32724-2180		Vendor No. 95012300010	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



Master Agreement

NO. 860 32391A - 1

TERM: 2022-05-08 to 2023-05-07

Page 1 of 2

Date Issued: 04/27/2022

Vendor contact: Name: BILL MINNICK Phone: 800-348-3705 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: PETROLEUM TRADERS CORP 7110 POINTE INVERNESS WAY FORT WAYNE, IN 46804-7928		Vendor No. 98020200020	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet AS OF 3/1/22 PRICE INCREASE ON DIESEL AND DYES FUEL ONLY	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

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Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

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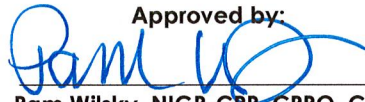
Price Redetermination as of 03/2022

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation



Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0202	\$0.0302
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600
Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0217	\$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600

Approved by:

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts



Master Agreement

NO. 860 32390A - 1

TERM: 2022-05-08 to 2023-05-07

Page 1 of 2

Date Issued: 05/04/2022

Vendor contact: Name: LIBBY NORRIS Phone: 678-450-2081 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: MANSFIELD OIL COMPANY 1025 AIRPORT PKWY SW GAINESVILLE, GA 30501-6813		Vendor No. MAO45690000	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet *Use new price sheet for cost as of 4/19/22*	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 3/2022

19-B-70EM Bulk Fuel

Mansfield Oil Company



Fuel Type	Markup over OPIS daily low (current)	Vendor Proposed Markup over OPIS daily low	Percentage Difference
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2824	\$0.3028	6.97%
E-10 Fuel +/- 8000 gallons	\$0.0512	\$0.0659	25.11%
E-10 Fuel less than 8000 gallons	\$0.3084	\$0.3231	4.66%
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.4835	\$0.5039	4.13%
Total Average %			18%
Approved by: <i>Pamela Wilsky</i> Pam Wilsky, NIGP-CPP, CPPO, CPPB Director of Purchasing & Contracts			

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 6.B
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-57	
Strategic Goal:	Public Safety – Purchase latest up-to-date equipment for all first responders			
Department :	Public Works - Fleet Management			
Subject:	Purchase Authorization for One (1) Harley Davidson Electra Glide Replacing #M95			
Budget Impact:	Adequate funds for the purchase of one 2023 Harley Davidson Electra Glide in the amount of \$29,417 is included in the FY 2022-2023 budget, Public Safety Vehicle and Equipment Replacement Fund (305).			
Summary:	Purchase authorization for one Harley Davidson Electra Glide replacing #M95, a 2017 Harley Davidson Electra Glide. There are adequate funds for the purchase.			
Recommended Action:	It is recommended that the City Commission authorize the purchase of one Harley Davidson Electra Glide Police Package motor unit under the Florida Sheriffs Contract, in the amount of \$29,417 to Teddy Morse's Harley Davidson Police and Fleet Sales, 1637 North US Highway 1, Ormond Beach, FL 32174.			
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325			
Approval:				
Kelly McGuire, Finance Director		2/16/2023		
Claire Whitley, Assistant City Manager		2/22/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Kevin Gray, Deputy Public Works Director
Date: March 7, 2023
Subject: Purchase Authorization for One (1) Harley Davidson Electra Glide Replacing #M95

Commission Goal: Public Safety – Purchase latest up-to-date equipment for all first responders

Introduction

This is a request for approval to purchase one (1) Harley Davidson Police motorcycle under the Florida Sheriffs Contract #FSA22 - VEL30.0, Spec. 237, replacing #M95 a 2017 Harley Davidson Electra Glide Police Edition model motorcycle.

Background

Motorcycle Unit #M95, is a 2017 Harley Davidson Electra Glide Police Edition model motorcycle and has been identified and approved for replacement in the Fiscal Year (FY) 2022-2023 Public Safety Vehicle and Equipment Replacement Fund (305).

Fleet Operations continues a cost efficient approach to replacing the front line Patrol/Motor vehicles and continues to utilize the Florida Sheriffs Contract pricing for these purchases.

Discussion

Vehicle replacement parameters have been developed and implemented for the purchasing process to commence. Condition evaluations are conducted when a vehicle/motorcycle meets one or more of the following:

- Age - Five (5) years of service as a front line motorcycle.
- Mileage - Unit has exceeded 40,000 miles and all warranties have expired.
- Maintenance Cost - Life cycle total maintenance cost exceeds 75% of acquisition cost.
- Final Evaluation - Unit shows excessive wear on engine, drive train and emergency equipment, including general overall appearance and body condition

as relating to excessive fatigue.

The requested replacement has been evaluated and copies of the condition reports are attached. Upon replacement, Motorcycle Unit #M95 will no longer be used as a frontline vehicle, but will remain in inventory for the purpose of training new motor unit officers.

Budget Impact

Adequate funds for the purchase of one 2023 Harley Davidson Electra Glide in the amount of \$29,417 is included in the FY 2022-2023 budget, Public Safety Vehicle and Equipment Replacement Fund (305).

Citizen Impact

The Ormond Beach Police Department Motor Unit is an integral part of the Police Department providing for traffic enforcement, special event policing, accident investigation, and other motor unit functions.

Recommendation

It is recommended that the City Commission authorize the purchase of one Harley Davidson Electra Glide Police Package motor unit under the Florida Sheriffs Contract, in the amount of \$29,417 to Teddy Morse's Harley Davidson Police and Fleet Sales, 1637 North US Highway 1, Ormond Beach, FL 32174.

Attachments:

1. 23-57 Motorcycle Purchase (P23-0030G)
2. CC 474 Requisition for Legal Harley Davidson Electra Glide portrait
3. 2023B Purchase Proposal - Ormond Beach PD
4. M95 2023
5. FSA22-VEL30.0 Electra Glide

Approvals:



Kelly McGuire, Finance Director

Date: February 16, 2023



Claire Whitley, Assistant City Manager

Date: February 22, 2023

A handwritten signature in blue ink that reads "Joyce Shanahan".

Joyce Shanahan, City Manager

Date: March 01, 2023

RESOLUTION NO. 2023-57

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2023 HARLEY DAVIDSON ELECTRA GLIDE MOTORCYCLE, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA22-VEL30.0; DECLARING VEHICLE #M95 TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #M95 (2017 Harley Davidson Electra Glide), which has been determined to have exceeded all criteria for replacement; and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one 2023 Harley Davidson Electra Glide motorcycle, under Florida Sheriffs Association Bid No. FSA22-VEL30.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one 2023 Harley Davidson Electra Glide motorcycle from Teddy Morse's Daytona Harley-Davidson, in the amount of \$29,417.00; and

WHEREAS, the City Manager has certified that funds in the amount of \$29,417.00 for the total purchase thereof are in the FY 2022-2023 Public Safety Vehicle and Equipment Replacement Fund (305) and have not been appropriated for any other purposes; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one 2023 Harley Davidson Electra Glide motorcycle from Teddy Morse's Daytona Harley-Davidson, in the amount of \$29,417.00 and to pay the costs therefore from the FY 2022-2023 Public Safety Vehicle and Equipment Replacement Fund (305).

SECTION TWO. The City Commission hereby declares vehicle #M95 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 7th day of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2300465
Vendor: Teddy Morse's Daytona Harley-Davidson
Resolution No. 2023-57

Requisition By: Gray
Date: 3/7/2023

Reason: Purchase of 2023 Harley Davidson Electra Glide

Purchase of One (1) Harley Davidson Electra Glide, replacing #M95
Florida Sheriffs Association Contract FSA22-VEL30.0, Spec #237
Funding through Fund 305 – Public Safety Vehicles and Equipment
The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	2023 Electra Glide Police Motorcycle (\$500 below contract price)	EA	1	\$19,000.00	
2	Amplifier, Speaker, Micropohne	EA	1	\$1,200.00	
3	Saddlebag rails	EA	1	\$350.00	
4	Temporary Tag	EA	1	\$25.00	
	FSA contracted items subtotal				\$20,575.00
	Dealer installed non-contracted items:				
5	Black Harley Davidson Pre-drilled light box	EA	1	\$1,550.00	
6	Adapter plate	EA	1	\$125.00	
7	Wiring kit	EA	1	\$105.00	
8	Auxiliary battery	EA	1	\$146.00	
9	Mega thin lights (4)	EA	1	\$660.00	
10	Triple stack lights (3)	EA	1	\$945.00	
11	Splitter (2)	EA	1	\$130.00	
12	Three outlet power supply	EA	1	\$40.00	
13	Small blue oval lights (2)	EA	1	\$80.00	
14	Barrel lock cylinder	EA	1	\$35.00	
15	Cooling fan kit	EA	1	\$350.00	
16	Switch pack	EA	1	\$70.00	
17	Buttons (2)	EA	1	\$12.00	
18	Windshield light array	EA	1	\$880.00	
19	Red/Blue with white pursuit lights (2)	EA	1	\$640.00	
20	License plate bracket	EA	1	\$48.00	
21	Red light	EA	1	\$208.00	
22	Blue light	EA	1	\$208.00	
23	Chrome flanges (2)	EA	1	\$44.00	
24	90/45 degree brackets (2)	EA	1	\$110.00	
25	Red light with chrome flange (2)	EA	1	\$640.00	
26	Blue light with chrome flange (2)	EA	1	\$640.00	
27	Right bracket under radio box	EA	1	\$32.00	
28	Left bracket under radio box	EA	1	\$32.00	
29	Surface red/blue lights (2)	EA	1	\$200.00	
30	non-contracted parts discount	EA	1	-\$1,268.00	
	non contracted parts subtotal				\$6,662.00
31	non-contracted labor	EA	16	\$130.00	\$2,080.00
32	non contracted shop supplies	EA	1	\$100.00	\$100.00
					\$29,417.00

SIGNED BY (CITY):

SIGNED BY(VENDOR):

MAYOR

PRINCIPAL OF COMPANY

CITY MANAGER

WITNESS

DATED: _____

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

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

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

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

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

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

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or

service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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



TEDDY MORSE'S DAYTONA HARLEY-DAVIDSON POLICE & FLEET SALES

Barry T. Kuhnly
Manager

February 6, 2023

Mr. Howard Rubright
Garage Supervisor
Fleet Operations
500 North Orchard Street
Ormond Beach, FL 32174

Dear Howard:

Thank you for taking the time from your busy schedule to speak with me and discuss topics of mutual interest regarding the current fleet and related topics. Please consider this letter as a follow-up to our conversation and an open proposal offered for your review and consideration.

Teddy Morse's Daytona Harley-Davidson, 1637 North US Highway 1, Ormond Beach, FL 32174 has been named in the FSA Contract FSA22-VEL30.0 for the purchase of Harley-Davidson police motorcycles. Please accept the following price for the purchase of a 2023 FLHTP Harley-Davidson Electra Glide solid birch white in color.

2023 FLHTP Electra Glide police motorcycle solid birch white	\$19,000.00
76001039 amplifier, speaker, microphone kit	1,200.00
90201903 saddlebag rails	350.00
Temporary tag	25.00
Total Cost	<u>\$20,575.00</u>

The following is a list of police emergency equipment non-contract items as per your specifications that can be installed at the time of purchase.

53000712DH	Black Harley-Davidson pre-drilled light box	\$1,550.00
53196-09	Adapter plate	125.00
68000137	Wiring kit	105.00
65989-97e	Auxiliary battery	146.00
68000286	Mega thin lights (4)	660.00

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954-257-2073 • Fax: 386-671-7077 • E-mail: BarryKuhnly@tmdhd.com



68000277	Triple stack lights (3)	945.00
69201092	Splitter (2)	130.00
140553	Three outlet power supply mounted inside box	40.00
OSBOOMCR	Small blue oval lights (2)	80.00
53194-07	Barrel lock cylinder for light box matching bike key	35.00
26800128	Cooling fan kit	350.00
69200173A	Switch pack	70.00
71400031	Buttons (2)	12.00
MO8T	Windshield Light Array B/R/B/R/B	880.00
PAR32DJ	Red/Blue with white driving light pursuit lights (2)	640.00
M2KTHD1	License plate bracket	48.00
M2R	Red Light	208.00
M2B	Blue Light	208.00
M2FC	Chrome flanges (2)	44.00
RBKTHD8	90/45-degree brackets between pursuit and turn signals (2)	110.00
IONSV3RC	Red light with chrome flange (2)	640.00
IONSV3BC	Blue light with chrome flange (2)	640.00
IONHD1R	Right bracket under radio box	32.00
IONHD1L	Left bracket under radio box	32.00
IONS3JC	Surface red/blue lights (2)	<u>200.00</u>
	Parts	\$7,930.00
	-16%	<u>\$1,268.00</u>
	Total Cost of Parts	\$6,662.00

Labor 16 hrs labor @ \$130 + 100 shop supplies = \$2,180.00

Total Cost of Bike \$29,417.00

Teddy Morse's Daytona Harley-Davidson does have a 2023 FLHTP Electra Glide in solid birch white and the parts available for immediate delivery. A simple letter of intent to accept this proposal is all that is needed to hold this bike for the City of Ormond Beach pending approval.

Thanking you in advance,



Barry T Kuhnly

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954.257.2073 • Fax: 386.671.7077 • E-mail: BarryKuhnly@tmdhd.com



Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: #M95	Evaluated by: Howard Rubright, Fleet Ops Supervisor	
Dept.:PD 2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 22 points because it is 22 years old.	6	2017 Harley Davidson
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	5	43,093
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	Many scratches and various small dents in paint. Seat Suspension worn, seat needs reupholstered. Faring scratched and gouged out needs refinshed, front fender badge bent, fender needs refinshed. Tank scratched and small dents. Primary case has road damage.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	PD Motors
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	5	This vehicle has been in the shop 13 times in 1 yr.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$22,450.00 total LTD M&R Purchase Price mile \$.69 \$23,973.66 104% of Cost per
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	30	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

HARLEY-DAVIDSON®

ELECTRA GLIDE®



Model shown with optional emergency equipment.

HIGHLIGHTS

- Mechanical Adjustable Actuation Clutch
- Limited 3 year, 60,000 mile factory warranty
 - Police Duty Use only
 - Fully Transferable
 - Expires at 3 years or 60,000 miles, whichever comes first

MODEL UNIQUE FEATURES

- RDRS Rider Safety Enhancements
 - Cornering Enhanced ABS (C-ABS)
 - Cornering Enhanced Electronic Linked Braking (C-ELB)
 - Cornering Enhanced Traction Control System (C-TCS)
 - Drag-Torque Slip Control System (DSCS)
 - Vehicle Hold Control (VHC)
 - Tire Pressure Monitoring System (TPMS)
- Handlebar with bar ends turned higher to provide more clearance to the operator's legs
- Fan-assisted oil cooler
- Batwing fairing
- Floating, dual-front open brake rotors
- Heated hand grips with adjustable six-setting heat control
- 2-1-2 exhaust with dual tapered mufflers
- Dual law enforcement blue license plate marker lamps (OEM standard)
- Pivoting footboards with heel/toe shift lever
- Daymaker® LED headlight
- Reflex® Linked Brembo® Brakes with ABS
- 4-piston front and rear caliper
- Trigger switch activation allows approx. 15 minutes of power to police emergency equipment with ignition off
- Independent hazard warning switch
- Emergency light switch with 4 functions and individual indicator lights for: Off, Both Front and Rear On, Front On only, Rear On only
- Saddlebags with One-Touch latch, standard saddlebag guard and luggage locks, common with ignition key

DIMENSIONS

Length	94.7 in. (2405 mm)
Overall Width	37.8 in. (960 mm)
Overall Height	57.1 in. (1450 mm)
Seat Height	Loaded* 27.3 in. (695 mm) Unladen 31.7 in. (805 mm)
Ground Clearance	5.3 in. (135 mm)
Rake (Steering Head)	26°
Fork Angle	29.25°
Trail	6.7 in. (170 mm)
Wheelbase	64 in. (1625 mm)
Fuel Capacity (warning light at approximately 1 gal.)	6 gal. (22.7 L)
Weight	
• As Shipped	899 lb. (367 kg)
• In Running Order	844 lb. (383 kg)
• Gross Vehicle Weight Rating	1360 lb. (617 kg)
• Gross Axle Weight Rating	
- Front	500 lb. (227 kg)
- Rear	927 lb. (420 kg)

ENGINE

Engine	Milwaukee-Eight® 114 Engine
Valves	Pushrod-operated, overhead valves with hydraulic, self-adjusting lifters; four valves per cylinder
Bore x Stroke	4.016 in. x 4.5 in. (102 mm x 114 mm)
Displacement	114 cu. in. (1868 cc)
Compression Ratio	10.5:1

PERFORMANCE

Engine Torque ² (per J1349):	
• North America	123 ft. lb. @ 3000 RPM (167 Nm @ 3000 RPM)
Lean Angle (per J1168):	
• Right	32°
• Left	32°
Fuel Economy ⁴ (EPA estimate - combined MPG)	43 mpg (5.5 L/100 km)

CHASSIS

Frame	Mild steel; tubular frame; two-piece stamped and welded backbone; cast and forged junctions; twin downtubes; bolt-on rear frame with forged fender supports; MIG welded
Swingarm	Mild steel, two-piece drawn and welded section, forged junctions, MIG welded
Front Fork	49 mm Dual Bending Valve
Rear Shocks	Premium standard height hand-adjustable rear suspension
Wheels	Impeller Cast Aluminum
• Front	17 in. x 3 in. (432 mm x 76 mm)
• Rear	16 in. x 5 in. (406 mm x 127 mm)
Brakes	
• Caliper Type	32 mm, 4-piston front and rear
• Rotor Type (diameter x width):	
- Front (dual floating rotors)	11.8 in. x 0.2 in. (300 mm x 5.1 mm)
- Rear (fixed rotor)	11.8 in. x 0.28 in. (300 mm x 7.1 mm)
• Anti-lock Braking System	Standard
Suspension Travel	
• Front Wheel	4.6 in. (117 mm)
• Rear Wheel	3 in. (76 mm)

1 North America security system includes immobilizer; outside North America, the security system includes immobilizer and siren.

2 Measurement reflects 180 lb. (81.7 kg) operator weight.

3 Values shown are nominal.

4 The combined fuel economy numbers were derived using a combination of estimated city and highway values. Fuel economy estimates are derived from US EPA exhaust emission certification data on a sample motorcycle from the corresponding family under ideal laboratory conditions. Your actual fuel economy will vary depending on your personal riding habits, road and driving conditions, vehicle condition and maintenance, tire pressure, vehicle configuration (parts and accessories), and vehicle loading (cargo, rider and passenger weight). Break-in mileage may vary.

Visit H-D.com/Police for additional specifications and available color options.

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA22-VEH20.0 – Heavy Trucks and Buses

**FSA22-VEL30.0 – Pursuit, Administrative and
Other Vehicles**

FSA Cooperative Purchasing Program



FSA22-VEL30.0 Final Award Document



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

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P.O. Box 12519 • Tallahassee, Florida 32317-2519

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NOTICE OF FINAL AWARD

FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

Date: October 1, 2022

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Award for Contract FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its 30th year of the cooperative purchasing contract for pursuit, administrative, and other vehicles. The FSA is issuing a Notice of Award for the contract, that will be effective from October 1, 2022, through September 30, 2023. This year's bid included 326 items, offering pursuit rated vehicles, pickup trucks, motorcycles, administrative sedans, vans, and electric vehicles.

The competitive process for this award began in April 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products. An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On April 22, 2022, a direct notification was sent to 753 prospective bidders to participate in a voluntary bidder workshop and to register for bid qualification. The three-month ITB advertisement resulted in 68 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 17 qualified.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



FSA22-VEL30.0
Item Group Descriptions

Administrative Sedans

Cargo & Passenger Vans Medium/High Roof

Cargo & Passenger Vans Standard/Low Roof

Electric & Hybrid Vehicles

Pickup Trucks - 4X2

Pickup Trucks - 4X4

Pursuit Rated & Pursuit Hybrid Vehicles

Pursuit Rated Motorcycles

Special Service Vehicles

Utility & Hybrid Utility Vehicles - 4X2

Utility & Hybrid Utility Vehicles - 4X4 and AWD



FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Administrative Sedans

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer's standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer's standard automatic transmission; Manufacturer's standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer's standard power steering; Manufacturer's standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer's standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer's standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer's standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer's standard tires and wheels.

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

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

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles and FSA22-VEH20.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2022, and ends September 30, 2023.

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

1.04 ESTIMATED QUANTITIES

Over the last three years, eligible users purchased an average of 5,937 vehicles from these contracts each year. These estimated figures are given as a guideline for bidders preparing bids. Quantities for items depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

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

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All items covered by this contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The bid specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

FSA develops the specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts listed in FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles, and FSA22-VEH20.0 Heavy Vehicles and Buses bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any item and options. The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts. Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA bid system.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

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2.10 EQUIVALENTS

Prior to the opening of the bid system, bidders may request item equivalents. The bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all of the components included in the base specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination.

2.13 OPTION PRICING

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid system. The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options included in the bid submission and quotes to purchasers, if awarded. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each option shall be decided by the bidder. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the base specification will be determined nonresponsive and

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the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the bid system. Section 2.14 contains specific instructions and exceptions for emergency lights and sirens.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the bid system. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, bidders may categorize the pricing sheet by item group.

Bid Award**Contract:** FSA22-VEL30.0, Pursuit, Administrative, and Other Vehicles**Group:** Pursuit Rated Motorcycles**Item:** 237, Harley Davidson, Electra Glide, FLHTP

Zone	Rank	Vendor	Price
Western	Primary	Alligator Alley Harley-Davidson	\$17,750.00
	Alternate	Teddy Morse's Daytona Harley-Davidson	\$19,750.00
Northern	Primary	Alligator Alley Harley-Davidson	\$17,500.00
	Alternate	Teddy Morse's Daytona Harley-Davidson	\$19,500.00 ✓
Central	Primary	Alligator Alley Harley-Davidson	\$17,500.00
	Alternate	Teddy Morse's Daytona Harley-Davidson	\$19,500.00
Southern	Primary	Alligator Alley Harley-Davidson	\$17,750.00
	Alternate	Teddy Morse's Daytona Harley-Davidson	\$19,750.00

*Teddy Morse's Daytona Harley-Davidson replaces Rossmeyer Daytona Motorcycles, Inc as the awarded vendor for this item effective 12/14/2022.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, vendor or manufacturer performance, or the product's lack of relevance.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design

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- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA may consider other documentation related to the change to national or state standards, but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

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3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the vendor without any required additional upfitting by the vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

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3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.17 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



V.10.2015

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B Bid Calendars

FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles
FSA22-VEH20.0 Heavy Trucks

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Voluntary Workshop for Interested Bidders on Pursuit Rated & Admin	5/4/2022
Voluntary Workshop for Interested Bidders on Heavy Trucks & Buses	5/5/2022
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/12/2022
Mandatory Pre-Bid Meeting FSA22-VEH20.0	7/13/2022
FSA Bid System Training For Bidders	7/19/2022
Request for Clarifications Due to FSA	7/25/2022
FSA Response to Request for Clarifications	8/1/2022
Cone of Silence	8/4/22-9/16/22
Bid System Open	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Bid Tabulations Posted	8/26/2022
Bid Evaluation	9/13-16/22
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

* FSA will complete the mandatory pre-bid meeting via ZOOM

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

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

FSA22-VEL30.0

Item #: 237 Harley-Davidson Police Motorcycle
Vehicle: Electra Glide (FLHTP)

Dealer: Rossmeyer Daytona Motorcycles, Inc.
1637 North US Highway 1
Ormond Beach, FL 32174

<u>Order Code</u>	<u>Add Options</u>	<u>Price</u>
90201903	Saddlebag rails	\$350 ✓
76001039	HD siren amplifier, speaker, microphone	\$1200 ✓
	Solid color paint (Other than birch white or solid black)	\$750
	Two-tone paint	\$1000
	Temporary tag	\$25 ✓
	Transfer existing registration (must provide tag number)	\$125
	New Tag (specify state, county, city)	\$150



TEDDY MORSE'S DAYTONA HARLEY-DAVIDSON POLICE & FLEET SALES

Barry T. Kuhnly
Manager

February 6, 2023

Mr. Howard Rubright
Garage Supervisor
Fleet Operations
500 North Orchard Street
Ormond Beach, FL 32174

Dear Howard:

Thank you for taking the time from your busy schedule to speak with me and discuss topics of mutual interest regarding the current fleet and related topics. Please consider this letter as a follow-up to our conversation and an open proposal offered for your review and consideration.

Teddy Morse's Daytona Harley-Davidson, 1637 North US Highway 1, Ormond Beach, FL 32174 has been named in the FSA Contract FSA22-VEL30.0 for the purchase of Harley-Davidson police motorcycles. Please accept the following price for the purchase of a 2023 FLHTP Harley-Davidson Electra Glide solid birch white in color.

2023 FLHTP Electra Glide police motorcycle solid birch white	\$19,000.00	✓
76001039 amplifier, speaker, microphone kit	1,200.00	✓
90201903 saddlebag rails	350.00	✓
Temporary tag	25.00	✓
Total Cost	\$20,575.00	

The following is a list of police emergency equipment non-contract items as per your specifications that can be installed at the time of purchase.

53000712DH	Black Harley-Davidson pre-drilled light box	\$1,550.00
53196-09	Adapter plate	125.00
68000137	Wiring kit	105.00
65989-97e	Auxiliary battery	146.00
68000286	Mega thin lights (4)	660.00

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954-257-2073 • Fax: 386-671-7077 • E-mail: BarryKuhnly@tmdhd.com



68000277	Triple stack lights (3)	945.00
69201092	Splitter (2)	130.00
140553	Three outlet power supply mounted inside box	40.00
OSBOOMCR	Small blue oval lights (2)	80.00
53194-07	Barrel lock cylinder for light box matching bike key	35.00
26800128	Cooling fan kit	350.00
69200173A	Switch pack	70.00
71400031	Buttons (2)	12.00
MO8T	Windshield Light Array B/R/B/R/B	880.00
PAR32DJ	Red/Blue with white driving light pursuit lights (2)	640.00
M2KTHD1	License plate bracket	48.00
M2R	Red Light	208.00
M2B	Blue Light	208.00
M2FC	Chrome flanges (2)	44.00
RBKTHD8	90/45-degree brackets between pursuit and turn signals (2)	110.00
IONSV3RC	Red light with chrome flange (2)	640.00
IONSV3BC	Blue light with chrome flange (2)	640.00
IONHD1R	Right bracket under radio box	32.00
IONHD1L	Left bracket under radio box	32.00
IONS3JC	Surface red/blue lights (2)	<u>200.00</u>
	Parts	\$7,930.00
	-16%	<u>\$1,268.00</u>
	Total Cost of Parts	\$6,662.00

Labor 16 hrs labor @ \$130 + 100 shop supplies = \$2,180.00

Total Cost of Bike \$29,417.00

Teddy Morse's Daytona Harley-Davidson does have a 2023 FLHTP Electra Glide in solid birch white and the parts available for immediate delivery. A simple letter of intent to accept this proposal is all that is needed to hold this bike for the City of Ormond Beach pending approval.

Thanking you in advance,



Barry T Kuhnly

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954.257.2073 • Fax: 386.671.7077 • E-mail: BarryKuhnly@tmdhd.com



Meeting Date: 3/7/2023		AGENDA ITEM		Number: 6.C
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-58	
Strategic Goal:	Quality of Life – Other			
Department :	Leisure Services			
Subject:	Ormond Beach Historical Society, Inc. Agreement			
Budget Impact:	Funding for the service contract with the Ormond Beach Historical Society, Inc. is included in the Fiscal Year 2022-2023 budget in the amount of \$15,810.			
Summary:	The purpose of this agenda item is to approve an updated agreement with Ormond Beach Historical Society, Inc.			
Recommended Action:	Staff recommends approval of this agreement with Ormond Beach Historical Society, Inc. by the City Commission.			
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279			
Approval:				
Kelly McGuire, Finance Director		2/15/2023		
Claire Whitley, Assistant City Manager		2/22/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Robert Carolin, Leisure Services Director
Date: March 7, 2023
Subject: Ormond Beach Historical Society, Inc. Agreement
Commission Goal: Quality of Life – Other

Introduction

This is a resolution requesting the City Commission approve this updated agreement between the City and the Ormond Beach Historical Society, Inc.

Background

The City Commission approved Resolution No. 2018-43 authorizing the execution of a service contract between the City and the Ormond Beach Historical Society, Inc. for the operation of a Welcome Center within the MacDonald House. The Ormond Beach Historical Society, Inc. provides information about recreational, entertainment, cultural and historical sites and activities in Ormond, as well as organizes tours and other special events

Discussion

The updated agreement is for one year and will have a maximum of four (4) one (1) year auto renewals unless terminated by either party upon providing at least sixty (60) days prior written notice. Staff believes it is in the best interest of the community that the updated agreement be approved by the City Commission.

Budget Impact

Funding for the service contract with the Ormond Beach Historical Society, Inc. is included in the Fiscal Year 2022-2023 budget in the amount of \$15,810.

Citizen Impact

Approving this service agreement with Ormond Beach Historical Society, Inc. will allow the continuation of their services in providing programs and events for Ormond Beach

citizens and to preserve local history while sharing it with the residents, children and visitors.

Recommendation

Staff recommends approval of this agreement with Ormond Beach Historical Society, Inc. by the City Commission.

Attachments:

1. 23-58 OB Historical Society Agr (P23-0027G)
2. OB Historical Society Agreement
3. Agreement

Approvals:



Kelly McGuire, Finance Director

Date: February 15, 2023



Claire Whitley, Assistant City Manager

Date: February 22, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023

RESOLUTION NO. 2023-58

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT BETWEEN THE CITY AND ORMOND BEACH HISTORICAL SOCIETY, INC., REGARDING OPERATION OF A “WELCOME CENTER” AT THE MACDONALD HOUSE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, City of Ormond Beach owns certain property commonly known as the “MacDonald House”, and

WHEREAS, the City Commission of the City of Ormond Beach desires to enter into an agreement with the Ormond Beach Historical Society, Inc. (“OBHSI”), a non-profit organization, for the operation of a “Welcome Center” at the MacDonald House (a copy of said agreement being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds in the amount of \$15,810.00 for the Welcome Center services have been appropriated to the General Fund and are not 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 City Manager are hereby authorized and directed to execute an agreement between the City and Ormond Beach Historical Society, Inc. for the operation of a Welcome Center at the MacDonald House.

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

APPROVED AND AUTHENTICATED this 7th day of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE CITY OF ORMOND BEACH WELCOME CENTER

THIS AGREEMENT is made and entered into by and between the CITY OF ORMOND BEACH ("City"), a municipal corporation and THE ORMOND BEACH HISTORICAL SOCIETY, INC. ("OBHS"), a Florida Not For Profit Corporation,

WHEREAS, the City owns a historical property known as the "MacDonald House" located at 38 East Granada Boulevard in Ormond Beach (Tax Assessor No. 4214-11-00-0021); and

WHEREAS, the City has a Welcome Center that has been successfully operated and managed by OBHS from the MacDonald House; and

WHEREAS, the Welcome Center receives approximately 20-50 visitors per week. The visitors are a mix of locals, tourists and new residents. OBHS provides information about recreational, entertainment, cultural and historical sites and activities in Ormond, as well as organizes tours and other special events. In 2022 OBHS provided visitation, tours and special events to 4,786 adults and 33 children; and

WHEREAS, all parties agree that the operation of the Welcome Center is beneficial to OBHS and the City, and as such, the parties wish to enter into a five year agreement with OBHS to continue to provide this service; and

WHEREAS, payment by the City to OBHS in the amount of \$15,810.00 per year is fair and reasonable compensation to offset the costs incurred by OBHS to operate and maintain the Welcome Center, and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct, are made by each party to induce the other party to enter into and execute this Operation and Maintenance Agreement ("Agreement"), and are incorporated herein by reference and made a part of this Agreement.

2. Term. This Agreement shall be effective on the date it is last signed by the undersigned parties. The initial term of this Agreement shall be for one (1) year and shall be automatically renewed for four (4) additional one (1) year periods unless it is terminated as provided in paragraph 13 below.

3. Scope of Services.

a) "Welcome Center". OBHS is responsible for the maintenance and operation of a "Welcome Center" which shall be open to the general public during the following times: Tuesday through Saturday, 10:00 am to 3:00 pm. OBHS shall have the non-exclusive use of the real property and fixtures comprising the front two (2) rooms on the

first floor of the MacDonald House (the "Premises), and as depicted on the sketch of the MacDonald House attached as Exhibit A, for the operation of the Welcome Center.

Welcome Center activities include but are not limited to: showing current exhibits, picture and video depiction of Ormond history, providing information and an introduction to recreational, entertainment, cultural and historical sites and activities in Ormond, organizing educational programs, walking tours, bus tours, plantation tours, cemetery tours, and opening the Hotel Ormond Cupola (located in Fortunato Park) to the public twice a week, and other special events.

b) "Ames House" Property. OBHS is responsible for the maintenance and display of the following items of the City's personal property which were located at the City's facility known as the "Ames House": one (1) display cabinet, and one (1) antique marble topped wash stand.

c) Display of Private Property. OBHS is responsible for the display of various items of artistic, cultural, historical and educational interest about Ormond Beach, that are privately owned ("Private Owners"), and the City shall not have any right, claim or interest in or to any such privately owned items of personal property. Further, the OBHS shall fully indemnify and hold the City harmless from and against any and all actions, suits and claims for damages by any and all Private Owners arising from OBHS's maintenance, use, and display of such items of privately owned personal property.

d) Joint Display of Property. OBHS shall cooperate with Ormond Beach Memorial Art Museum, Inc. ("OMAMI") regarding the mutual and joint display of various items of artistic, cultural, historical and educational interest about Ormond Beach.

4. Consideration. City shall pay to OBHS the sum of Fifteen Thousand Eight Hundred Ten and 00/100 dollars (\$15,810.00), which shall be payable within thirty (30) days of the effective date of this Agreement. Thereafter, the City Commission may, in its sole and absolute discretion, appropriate additional funds to OBHS to be used for the purposes expressed herein.

5. Compliance with Laws. OBHS shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.

6. Access to Premises by City. It is expressly understood and agreed that City retains the right to supervise and control the Premises and that OBHS' use of the Premises for a Welcome Center is non-exclusive.

7. Public Access. OBHS shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the facilities by members of the public who are otherwise eligible to use those facilities.

8. Taxes. OBHS shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon OBHS (or City)

by the State of Florida, Volusia County, or any other government agency, arising from OBHS's use of the Premises. OBHS is also responsible for procuring and maintaining a local business tax registration certificate from the City of Ormond Beach.

9. Operational Expenses. OBHS shall at its sole expense, be responsible for paying its own monthly operational expenses, including its expenses for telephone services and the installation of telephone lines relative thereto. OBHS is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing.

10. Mandatory Record Keeping. OBHS is required to keep a daily record of the number of visitors to the Welcome Center and the services provided. OBHS shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this Agreement and is for the purpose of determining the continued public benefit and viability of the Welcome Center.

11. Non-Exclusive Use.

a) OBHS's right to use the Premises as described in this paragraph is non-exclusive, and the City expressly reserves the right to use any and all portions of the Premises, for any purpose that the City in its sole and absolute discretion so desires, so long as such use by the City does not materially or adversely affect or interfere with the use of the Premises granted to OBHS herein.

b) OBHS understands and acknowledges that the back three (3) rooms on the first floor are currently being used for the administration and provision of tennis related activities, and that this use may continue without it being construed by OBHS as materially or adversely affecting or interfering with OBHS's non-exclusive use and occupancy of the Premises granted herein. Further, the City expressly retains the right to use or authorize such other and further use of the back three (3) rooms as the City so desires.

c) The City shall in its sole and absolute discretion have the exclusive right to renovate and make improvements to all or any part of the Premises to appropriate funds therefor, or to authorize OBHS to make renovations or improvements thereto. In the event renovations or improvements are made to any part of the Premises, they shall not be construed by OBHS as an adverse or material interference with OBHS's non-exclusive right to use the Premises. Further, OBHS shall not make or permit to be made any alterations, additions, improvements or changes in or to the Premises without obtaining the prior written consent of the City. Consent by the City to any particular alteration, addition, improvement or change shall not be deemed a waiver or continuing consent by the City regarding any future alteration, addition, improvement or change desired by OBHS.

12. Maintenance and Utilities. The City shall, at its own expense, provide OBHS all necessary utilities such as gas, electric, water, garbage collection, and sewer services used on the Premises. OBHS shall be responsible for keeping all areas used by the Welcome Center clean and presentable to the public. OBHS shall perform daily safety, maintenance, and cleaning checks of the grounds and building and promptly notify the

City of any safety concerns. The City shall make repairs to the Premises when the City deems necessary, however OBHS shall be responsible for any and all repairs of City property (major or minor) caused by OBHS.

13. Termination of Agreement.

a) Termination Without Cause. Either the City or OBHS may terminate this Agreement, at any time and without cause, upon providing at least sixty (60) days prior written notice of the same to the other party.

b) Termination with Cause. The Ormond Beach City Manager, or designee, is authorized to closely monitor OBHS's operation and use of the Premises and, in the event a factual determination is made by her that OBHS has breached a material term or condition of this Agreement, she shall so notify OBHS, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that OBHS is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement.

c) In the event any portion or all of the premises become unavailable or unusable by OBHS for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

14. Capital and Property Improvements.

(a) Any proposed Capital Improvements to the Premises shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.

(b) Any and all property improvements that may be proposed by OBHS shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Premises, and shall become the property of City upon the expiration or termination of this Agreement.

15. Assignment. This Agreement shall not be assignable.

16. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

17. Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

18. 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

Ormond Beach Historical Society, Inc.
Bonda Garrison, President
38 E. Granada Boulevard
Ormond Beach, FL 32174

19. Sovereign Immunity. 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.

20. 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.

21. Waiver of Conditions. No waiver by City of any condition or breach of performance by OBHS shall constitute an irrevocable, continuing, or subsequent waiver by City of the same condition or breach of performance, or of any other condition or other breach of performance.

22. Attorney's Fees and Costs. As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

23. 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 OBHS are not materially affected, altered or impaired as a result of said judicial declaration.

24. Effective Date. This Agreement shall become effective on the date it is last executed by the respective parties.

25. Provisions Relative to Risk Management.

(a) Indemnification and Hold Harmless. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and 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, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Payment on Behalf of City. OBHS shall pay all costs of the City's legal defense, as may be selected by City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of City shall be in addition to any and all other legal

remedies available to City and shall not be considered to be City's exclusive remedy.

(c) **Loss Control/Safety.** Precaution shall be exercised at all times by OBHS for the protection of all persons, including employees and property. OBHS shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

(d) **General Insurance Requirements.** OBHS shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect Owner from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of OBHS's operations.

(e) **Types of Insurance and Limits of Liability.**

- (1) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of no less or limited to:

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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES,
WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

- (2) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):

- a. Premises and Operations
- b. Personal Injury Liability
- c. Products & Completed Operations
- d. Fire Damage Liability
- e. Blanket Contractual Liability
- f. Liquor Liability

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following:

\$1 Million Each Occurrence
\$1 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations
\$ 300,000 Fire Damage (any one fire)

Limits are subject to increase depending on the value and/or risk to leased premises.

- (3) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less or limited to:

\$1 Million Combined Single Limit for Bodily Injury and Property Damage

- (4) Property Insurance (Real & Personal) - OBHS shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

- (5) Requirements for Certificates of Insurance.

a. With the execution of the Lease Documents, OBHS shall provide certificates of such insurance acceptable to Owner. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to Owner. OBHS shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of Owner. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Lease Documents.

b. New certificates of insurance shall be provided to Owner at least fifteen (15) days prior to coverage renewals.

c. If requested by Owner, OBHS shall furnish complete copies of OBHS's insurance policies, forms and endorsements.

d. For Commercial General Liability coverage OBHS shall, at the option of Owner provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by Owner for the given lease.

e. If OBHS fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, Owner may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by Owner in payment of premiums for such insurance shall be promptly reimbursed to Owner by OBHS.

(6) Policies of Insurance

a. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

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 Lease shall be deposited with the City Clerk.

d. Owner shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

26. Compliance with Florida Public Records Law. OBHS 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 OBHS or keep and maintain public records required by the City to perform the service. If the OBHS transfers all public records to the City upon completion of the contract, the OBHS shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If OBHS keeps and maintains public records upon the completion of the contract, OBHS 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 OBHS to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject OBHS to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF OBHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OBHS' 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)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2023.

Witnesses:

ORMOND BEACH HISTORICAL
SOCIETY, INC.

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

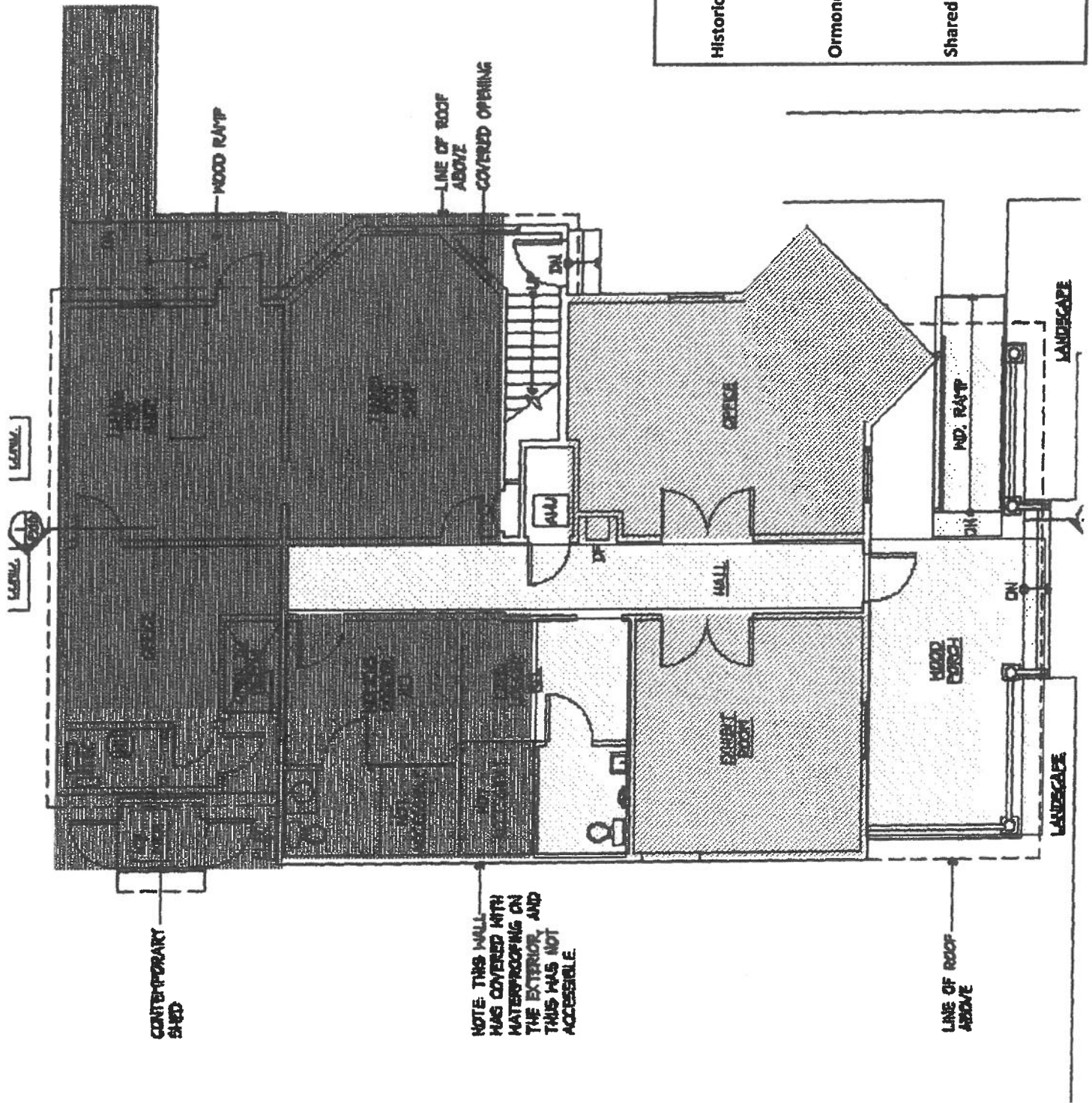
Title: _____

Attest: _____

Print Name: _____

Title: _____

EXHIBIT A



AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE CITY OF ORMOND BEACH
WELCOME CENTER

THIS AGREEMENT is made and entered into on this 3 day of April, 2018 by and between the CITY OF ORMOND BEACH ("City"), a municipal corporation and THE ORMOND BEACH HISTORICAL SOCIETY, INC. ("OBHS"), a Florida Not For Profit Corporation,

WHEREAS, the City owns a historical property known as the "MacDonald House" located at 38 East Granada Boulevard in Ormond Beach (Tax Assessor No. 4214-11-00-0021); and

WHEREAS, the City has a Welcome Center that has been successfully operated and managed by OBHS from the MacDonald House; and

WHEREAS, the Welcome Center receives approximately 68-100 visitors per week. The visitors are a mix of locals, tourists and new residents. OBHS provides information about recreational, entertainment, cultural and historical sites and activities in Ormond, as well as organizes tours and other special events. In 2017 OBHS provided visitation, tours and special events to 5,044 adults and 438 children; and

WHEREAS, all parties agree that the operation of the Welcome Center is beneficial to OBHS and the City, and as such, the parties wish to enter into a five year agreement with OBHS to continue to provide this service; and

WHEREAS, payment by the City to OBHS in the amount of \$15,810.00 per year is fair and reasonable compensation to offset the costs incurred by OBHS to operate and maintain the Welcome Center, and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct, are made by each party to induce the other party to enter into and execute this Operation and Maintenance Agreement ("Agreement"), and are incorporated herein by reference and made a part of this Agreement.

2. Term. This Agreement shall be effective on the date it is last signed by the undersigned parties. The initial term of this Agreement shall be for one (1) year and shall be automatically renewed for four (4) additional one (1) year periods unless it is terminated as provided in paragraph 13 below.

3. Scope of Services.

a) "Welcome Center". OBHS is responsible for the maintenance and operation of a "Welcome Center" which shall be open to the general public during the following times: Tuesday through Saturday, 10:00 am to 3:00 pm. OBHS shall have the non-exclusive use of the real property and fixtures comprising the front two (2) rooms on the first floor of the MacDonald House (the "Premises"), and as depicted on the sketch of the MacDonald House attached as Exhibit A, for the operation of the Welcome Center.

Welcome Center activities include but are not limited to: showing current exhibits, picture and video depiction of Ormond history, providing information and an introduction to recreational, entertainment, cultural and historical sites and activities in Ormond, organizing educational programs, walking tours, bus tours, plantation tours, cemetery tours, and opening the Hotel Ormond Cupola (located in Fortunato Park) to the public twice a week, and other special events.

b) "Ames House" Property. OBHS is responsible for the maintenance and display of the following items of the City's personal property which were located at the City's facility known as the "Ames House": one (1) display cabinet, and one (1) antique marble topped wash stand.

c) Display of Private Property. OBHS is responsible for the display of various items of artistic, cultural, historical and educational interest about Ormond Beach, that are privately owned ("Private Owners"), and the City shall not have any right, claim or interest in or to any such privately owned items of personal property. Further, the OBHS shall fully indemnify and hold the City harmless from and against any and all actions, suits and claims for damages by any and all Private Owners arising from OBHS's maintenance, use, and display of such items of privately owned personal property.

d) Joint Display of Property. OBHS shall cooperate with Ormond Beach Memorial Art Museum, Inc. ("OMAMI") regarding the mutual and joint display of various items of artistic, cultural, historical and educational interest about Ormond Beach.

4. Consideration. City shall pay to OBHS the sum of Fifteen Thousand Eight Hundred Ten and 00/100 dollars (\$15,810.00), which shall be payable within thirty (30) days of the effective date of this Agreement. Thereafter, the City Commission may, in its sole and absolute discretion, appropriate additional funds to OBHS to be used for the purposes expressed herein.

5. Compliance with Laws. OBHS shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.

6. Access to Premises by City. It is expressly understood and agreed that City retains the right to supervise and control the Premises and that OBHS' use of the Premises for a Welcome Center is non-exclusive.

7. Public Access. OBHS shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the facilities by members of the public who are otherwise eligible to use those facilities.

8. Taxes. OBHS shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon OBHS (or City) by the State of Florida, Volusia County, or any other government agency, arising from OBHS's use of the Premises. OBHS is also responsible for procuring and maintaining a local business tax registration certificate from the City of Ormond Beach.

9. Operational Expenses. OBHS shall at its sole expense, be responsible for paying its own monthly operational expenses, including its expenses for telephone services and the installation of telephone lines relative thereto. OBHS is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing.

10. Mandatory Record Keeping. OBHS is required to keep a daily record of the number of visitors to the Welcome Center and the services provided. OBHS shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this Agreement and is for the purpose of determining the continued public benefit and viability of the Welcome Center.

11. Non-Exclusive Use.

a) OBHS's right to use the Premises as described in this paragraph is non-exclusive, and the City expressly reserves the right to use any and all portions of the Premises, for any purpose that the City in its sole and absolute discretion so desires, so long as such use by the City does not materially or adversely affect or interfere with the use of the Premises granted to OBHS herein.

b) OBHS understands and acknowledges that the back three (3) rooms on the first floor are currently being used for the administration and provision of tennis related activities, and that this use may continue without it being construed by OBHS as materially or adversely affecting or interfering with OBHS's non-exclusive use and occupancy of the Premises granted herein. Further, the City expressly retains the right to use or authorize such other and further use of the back three (3) rooms as the City so desires.

c) The City shall in its sole and absolute discretion have the exclusive right to renovate and make improvements to all or any part of the Premises to appropriate funds therefor, or to authorize OBHS to make renovations or improvements thereto. In the event renovations or improvements are made to any part of the Premises, they shall not be construed by OBHS as an adverse or material interference with OBHS's non-exclusive right to use the Premises. Further, OBHS shall not make or permit to be made any alterations, additions, improvements or changes in or to the Premises without obtaining the prior written consent of the City. Consent by the City to any particular alteration, addition, improvement or change shall not be deemed a waiver or continuing

consent by the City regarding any future alteration, addition, improvement or change desired by OBHS.

12. Maintenance and Utilities. The City shall, at its own expense, provide OBHS all necessary utilities such as gas, electric, water, garbage collection, and sewer services used on the Premises. OBHS shall be responsible for keeping all areas used by the Welcome Center clean and presentable to the public. OBHS shall perform daily safety, maintenance, and cleaning checks of the grounds and building and promptly notify the City of any safety concerns. The City shall make repairs to the Premises when the City deems necessary, however OBHS shall be responsible for any and all repairs of City property (major or minor) caused by OBHS.

13. Termination of Agreement.

a) Termination Without Cause. Either the City or OBHS may terminate this Agreement, at any time and without cause, upon providing at least sixty (60) days prior written notice of the same to the other party.

b) Termination with Cause. The Ormond Beach City Manager, or designee, is authorized to closely monitor OBHS's operation and use of the Premises and, in the event a factual determination is made by her that OBHS has breached a material term or condition of this Agreement, she shall so notify OBHS, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that OBHS is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement.

c) In the event any portion or all of the premises become unavailable or unusable by OBHS for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

14. Capital and Property Improvements.

(a) Any proposed Capital Improvements to the Premises shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.

(b) Any and all property improvements that may be proposed by OBHS shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Premises, and shall become the property of City upon the expiration or termination of this Agreement.

15. Assignment. This Agreement shall not be assignable.

16. Complete Agreement. This Agreement constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

17. Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

18. 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	Ormond Beach Historical Society, Inc.
Joyce Shanahan, City Manager	Joan Skirde, President
(copy to City Attorney)	38 E. Granada Boulevard
22 South Beach Street	Ormond Beach, FL 32174
Ormond Beach, FL 32174	

19. Sovereign Immunity. 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.

20. 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.

21. Waiver of Conditions. No waiver by City of any condition or breach of performance by OBHS shall constitute an irrevocable, continuing, or subsequent waiver by City of the same condition or breach of performance, or of any other condition or other breach of performance.

22. Attorney's Fees and Costs. As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

23. 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 OBHS are not materially affected, altered or impaired as a result of said judicial declaration.

24. Effective Date. This Agreement shall become effective on the date it is last executed by the respective parties.

25. Provisions Relative to Risk Management.

(a) Indemnification and Hold Harmless. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and 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, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Payment on Behalf of City. OBHS shall pay all costs of the City's legal defense, as may be selected by City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.

(c) Loss Control/Safety. Precaution shall be exercised at all times by OBHS for the protection of all persons, including employees and property. OBHS shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

(d) General Insurance Requirements. OBHS shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect Owner from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of OBHS's operations.

(e) Types of Insurance and Limits of Liability.

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

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

- (2) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):
 - a. Premises and Operations
 - b. Personal Injury Liability
 - c. Products & Completed Operations
 - d. Fire Damage Liability
 - e. Blanket Contractual Liability
 - f. Medical Expense

g. Liquor Liability

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

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

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 50,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense

- (3) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury and Property Damage

- (4) Requirements for Certificates of Insurance.

a. With the execution of the Lease Documents, OBHS shall provide certificates of such insurance acceptable to Owner. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to Owner. OBHS shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of Owner. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Lease Documents.

b. New certificates of insurance shall be provided to Owner at least fifteen (15) days prior to coverage renewals.

c. If requested by Owner, OBHS shall furnish complete copies of OBHS's insurance policies, forms and endorsements.

d. For Commercial General Liability coverage OBHS shall, at the option of Owner provide an indication of the amount of claims

payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by Owner for the given lease.

e. If OBHS fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, Owner may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by Owner in payment of premiums for such insurance shall be promptly reimbursed to Owner by OBHS.

(5) Policies of Insurance

a. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

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 Lease shall be deposited with the City Clerk.

d. Owner shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

26. Compliance with Florida Public Records Law. OBHS 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 OBHS or keep and maintain public records required by the City to perform the service. If the OBHS transfers all public records to the City upon completion of the contract, the OBHS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OBHS keeps and maintains public records upon the completion of the contract, OBHS 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 OBHS to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject OBHS to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF OBHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OBHS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 3 day of April, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme

Print Name: Lisa Dahme

Wendy J. Nichols

Print Name: Wendy J. Nichols

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 3rd day of April, 2018.

Witnesses:

Clay Robison
Print Name: Clay Robison

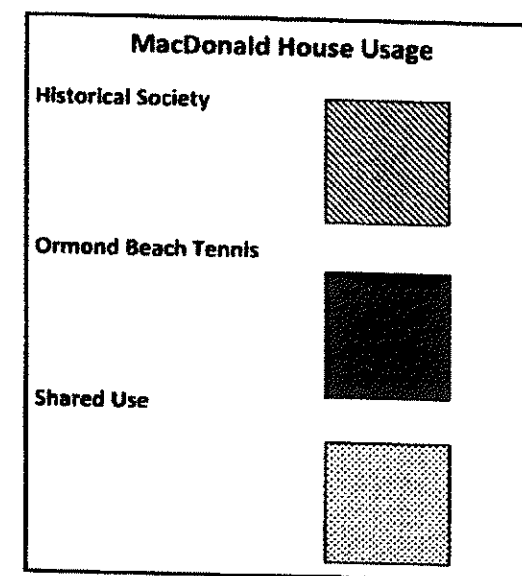
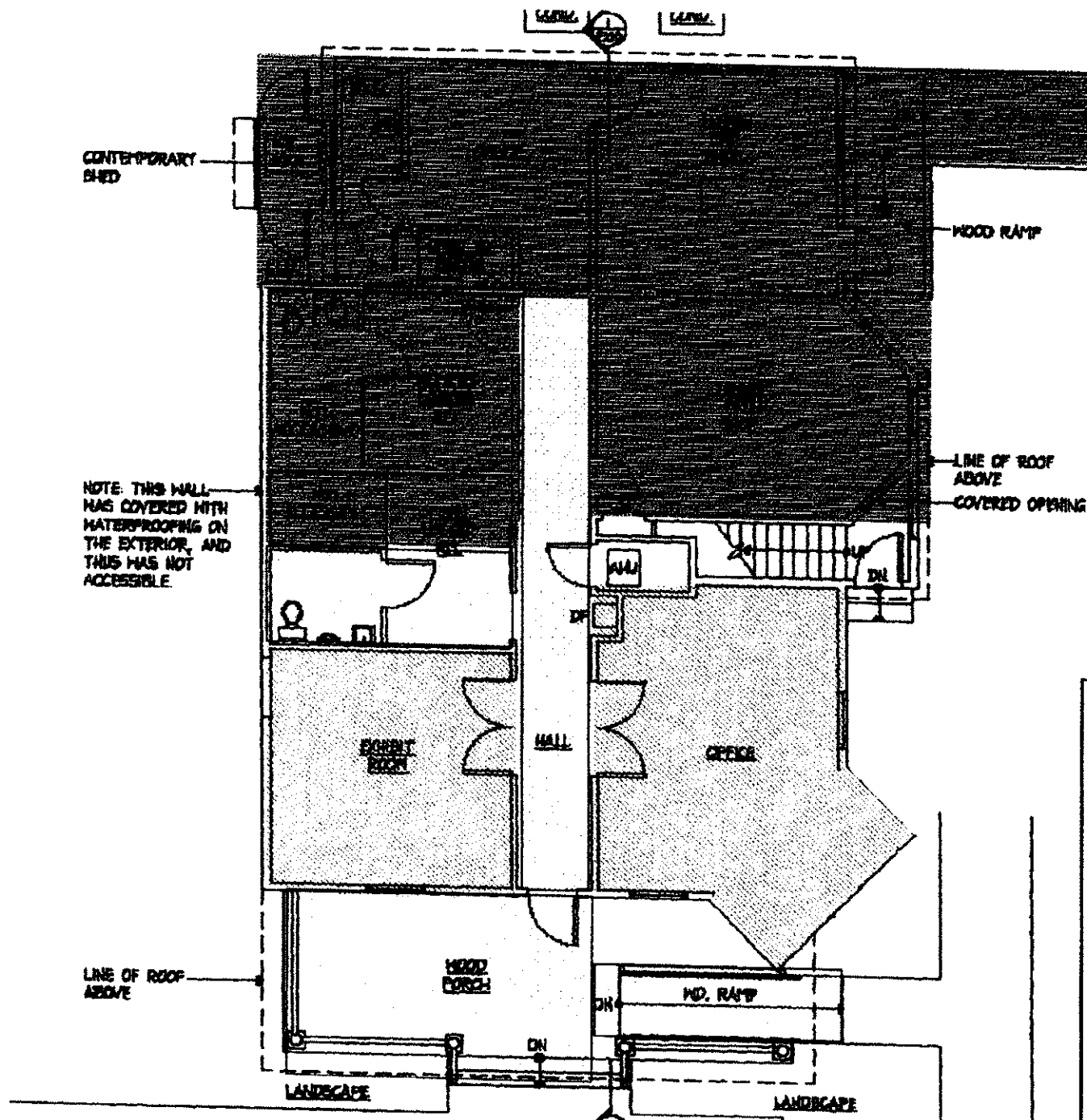
Jeff Sidwell
Print Name: Jeff Sidwell

ORMOND BEACH HISTORICAL
SOCIETY, INC.

By: Joan Skirch
Print Name: Joan Skirch
Title: President

Attest: Elysha Petschauer
Print Name: Elysha Petschauer
Title: Executive Director

EXHIBIT A



Meeting Date: 3/7/2023		AGENDA ITEM		Number: 6.D
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Quality of Life – Other			
Department :	Public Works - Engineering			
Subject:	Intent to Bid - 2023 Annual Shell Parking Restoration Plan			
Budget Impact:	Funding for this project is available from 317-Facilities Renewal and Replacement Fund. \$51,000 has been included in the Fiscal Year 2022-2023 Capital Improvement Budget.			
Summary:	Ormond Beach currently maintains shell parking areas in a number of parks and recreational facilities. Due to high use and traffic in several of these unpaved parking areas, maintenance is required on a regular basis to continue the level of service. Parking lots include: Ames Park, Fortunato Park, Nova Field #1 (East Field), and Riverbend Nature Park. Huguenot (Melrose) Park is included as an alternate. Funding for this project is available from 317-Facilities Renewal and Replacement Fund. \$51,000 has been included in the FY 2022-2023 CIP Budget.			
Recommended Action:	Staff intends to proceed with advertising the project for bid, unless otherwise directed by the City Commission.			
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302			
Approval:				
Kelly McGuire, Finance Director		2/16/2023		
Claire Whitley, Assistant City Manager		2/22/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Alex Schumann, City Engineer
Date: March 7, 2023
Subject: Intent to Bid - 2023 Annual Shell Parking Restoration Plan
Commission Goal: Quality of Life – Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Annual Shell Parking Restoration Project, Bid No. 2023-23.

Background

Due to its low cost, relative ease to maintain, and durability, the use of crushed shell has long been a popular choice throughout the State of Florida as a surface for parking areas. The City of Ormond Beach currently maintains shell parking areas in a number of its parks and recreational facilities. High use and subsequent high traffic in several of these City maintained unpaved parking areas, requires maintenance on a regular basis to continue the level of service provided at these parks. Staff historically has added material to the lots on an as-needed basis, as time, material and equipment allow, to account for wear and erosion in these lots. Given the time required to perform these maintenance activities, it was determined that incorporating the annual maintenance needs of multiple parking areas into a capital project would ensure that proper maintenance of the parking lots could occur in an efficient and cost-effective manner.

Discussion

Staff evaluated the unpaved parking areas, and prioritized the needs based on the amount of replacement shell required and grading needs, to ensure proper drainage of the lots. The proposed Shell Parking Restoration project consists of removing limited sod, and installing shell to raise and level the existing parking areas. Parking lots included are located at Ames Park, Fortunato Park, Nova Field #1 (East Field), and Riverbend Nature Park. Huguenot (Melrose) Park is also included as an additive alternate. Plans and specifications are included for review.

Budget Impact

Funding for this project is available from 317-Facilities Renewal and Replacement Fund. \$51,000 has been included in the Fiscal Year 2022-2023 Capital Improvement Budget.

Citizen Impact

Construction impacts to the park will be limited in duration and should not impact the regular use and enjoyment of the parks. Construction is only anticipated to take a few days at each facility. This project will allow for uninterrupted use and enjoyment of these beautiful facilities at a level of service that City residents have grown to expect.

Recommendation

Staff intends to proceed with advertising the project for bid, unless otherwise directed by the City Commission.

Attachments:

1. 2023 SHELL PARKING RESTORATION PLANS
2. 2023 Shell Parking Restoration Spec Book

Approvals:



Kelly McGuire, Finance Director

Date: February 16, 2023



Claire Whitley, Assistant City Manager

Date: February 22, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023

CITY OF ORMOND BEACH

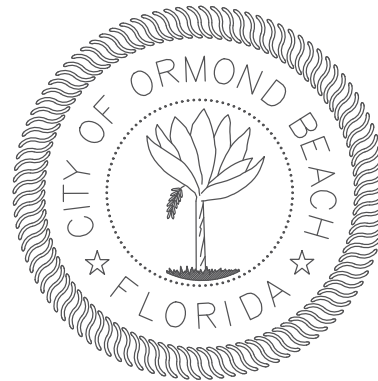
2023 SHELL PARKING RESTORATION

BID NO. 2023-23

 - SITE LOCATION



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET
2	LOCATION MAP
3	BASE BID – AMES PARK
4	BASE BID – FORTUNATO PARK
5	BASE BID – NOVA COMMUNITY PARK
6	BASE BID – RIVERBEND NATURE PARK
7	ADDITIVE ALTERNATE 1 – HUGUENOT PARK
8	DETAIL SHEET

MAYOR

BILL PARTINGTON

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

SUSAN PERSES, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

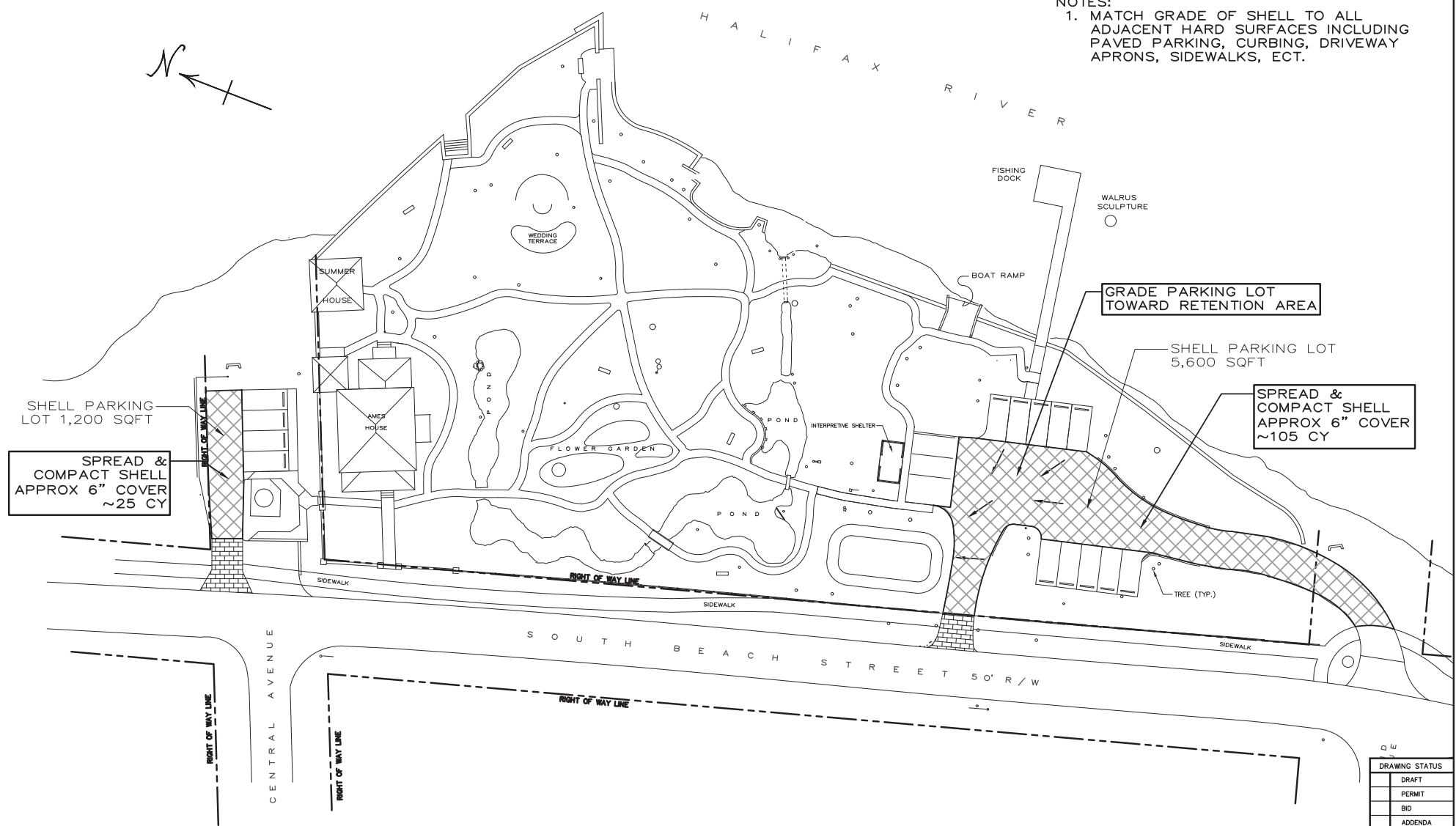


<table><tr><th>NO.</th><th>DATE</th><th>REVISIONS</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>				NO.	DATE	REVISIONS	BY													City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER	2023 SHELL PARKING RESTORATION	LOCATION MAP	DATE: 2/3/23 SCALE: NTS DRAWN BY: MC	PROJECT NO.: 2023-23 FILE NAME: SHEET: 2 of 8
NO.	DATE	REVISIONS	BY																						

DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD



NOTES:
1. MATCH GRADE OF SHELL TO ALL ADJACENT HARD SURFACES INCLUDING PAVED PARKING, CURBING, DRIVEWAY APRONS, SIDEWALKS, ECT.



DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

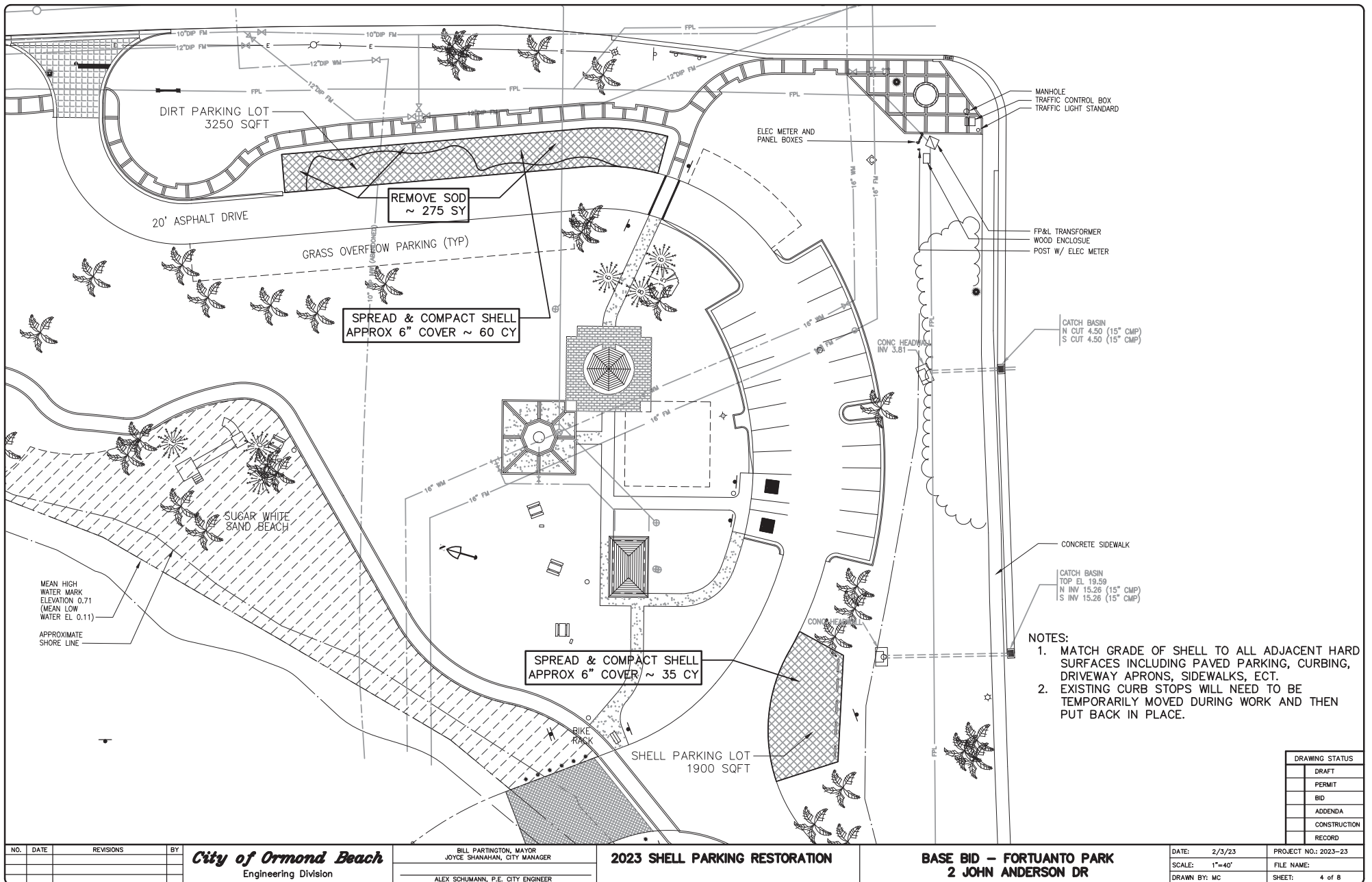
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2023 SHELL PARKING RESTORATION

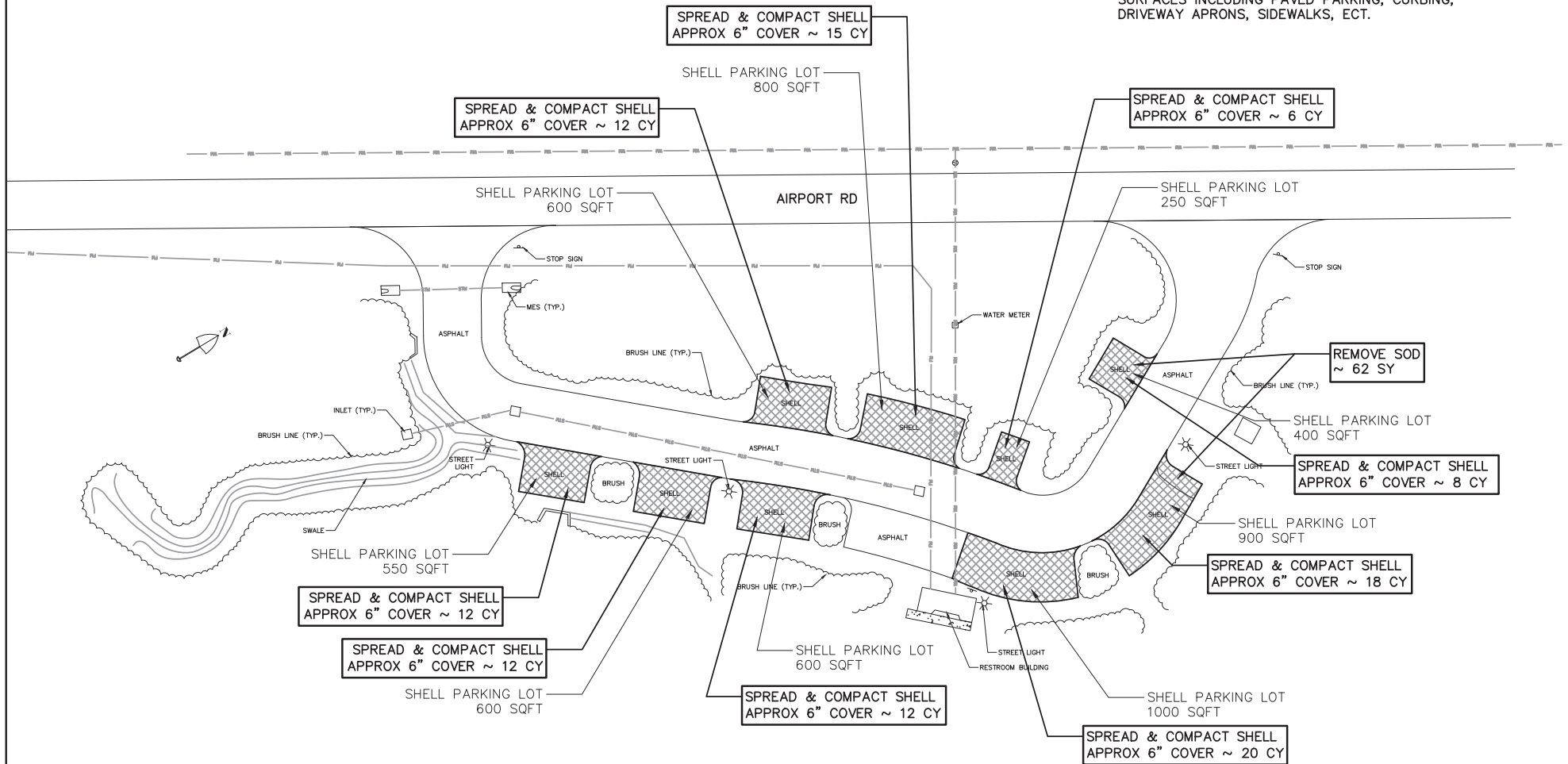
**BASE BID – AMES PARK
195 S BEACH ST**

DATE: 2/3/23	PROJECT NO.: 2023-23
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 8



NOTES:

1. MATCH GRADE OF SHELL TO ALL ADJACENT HARD SURFACES INCLUDING PAVED PARKING, CURBING, DRIVEWAY APRONS, SIDEWALKS, ECT.



DRAWING STATUS	
☐	DRAFT
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☐	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

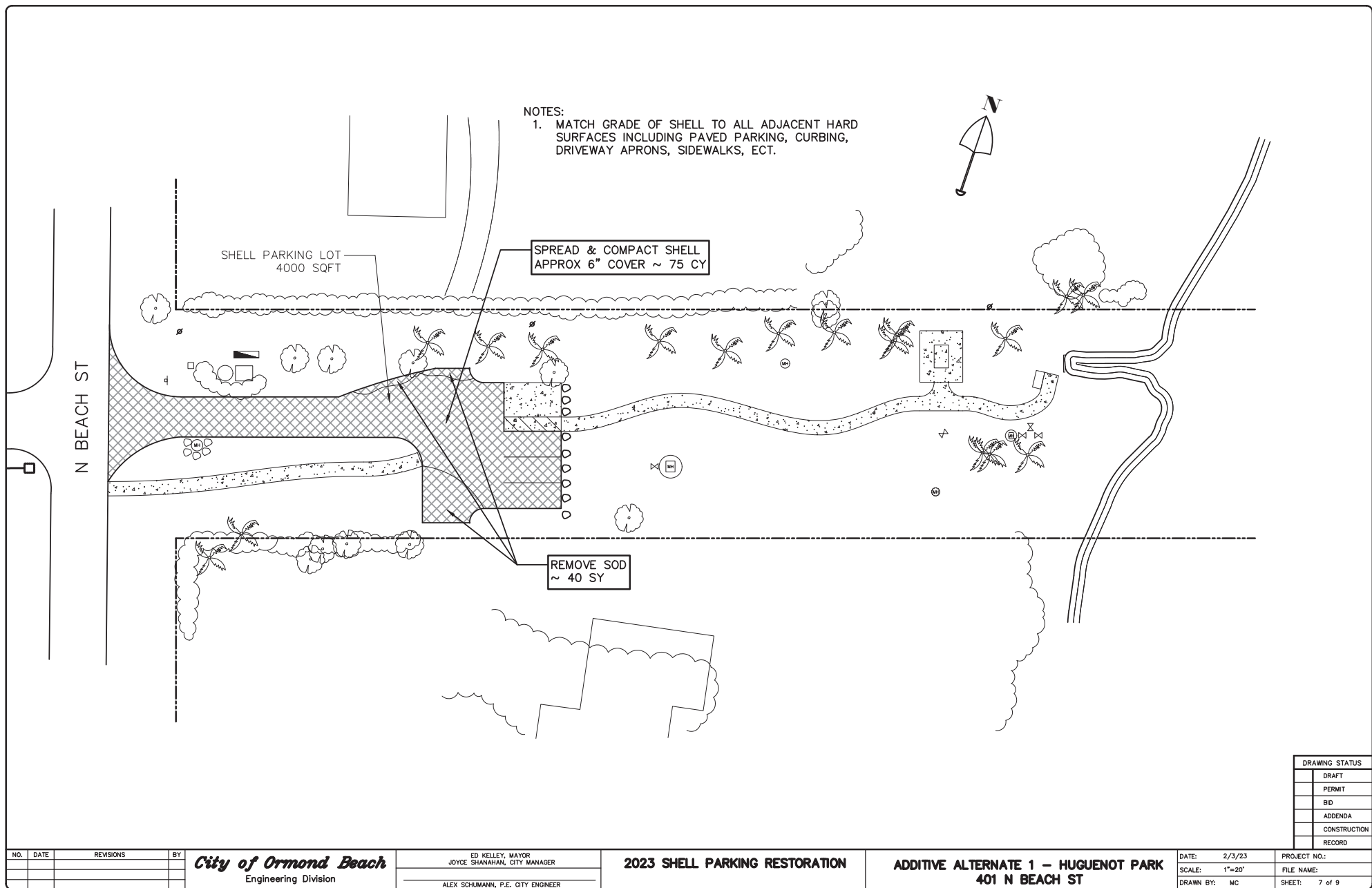
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2023 SHELL PARKING RESTORATION

**BASE BID – RIVERBEND NATURE PARK
775 AIRPORT RD**

DATE:	2/3/23	PROJECT NO.:	2023-23
SCALE:	1"=40'	FILE NAME:	
DRAWN BY:		SHEET:	6 of 9





ACCEPTABLE MATERIAL IS CRUSHED COQUINA SAND OR APPROVED EQUAL, COLOR CAN BE EITHER WHITE OR ORANGE.

DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2023 SHELL PARKING RESTORATION	DETAIL	DATE: 2/3/23 SCALE: NTS DRAWN BY: MC	PROJECT NO.: 2023-23 FILE NAME: SHEET: 8 of 8
					ALEX SCHUMANN, P.E. CITY ENGINEER				

2023 Shell Parking Restoration

Bid No. 2023-23



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

2022 Shell Parking Restoration
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 **2023 Shell Parking Restoration, Bid No. 2023-23** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **April 11th, 2023 at 2:00pm**, 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: **Grading and compacting new crushed coquina shell to restore existing shell parking lots**. 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 **March 31st, 2023 at 11:00am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **April 3rd, 2023** 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, Room 101
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: 2023 Shell Parking Restoration

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2023-23

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.)
2023 Shell Parking Restoration
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(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

BASE BID

Ames Park

Item No.	Item Description	Item Quantity	Item Unit	Item Unit Price	Total Price
A.1	Spread & Compact Crushed Coquina Shell	140	CY		

Fortunato Park

Item No.	Item Description	Item Quantity	Item Unit	Item Unit Price	Total Price
B.1	Spread & Compact Crushed Coquina Shell	110	CY		
B.2	Sod Removal	300	SY		

Nova Community Park

Item No.	Item Description	Item Quantity	Item Unit	Item Unit Price	Total Price
C.1	Spread & Compact Crushed Coquina Shell	145	CY		
C.2	Sod Removal	600	SY		
C.3	Relocate Sign	1	EA		

BID (Cont'd.)
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ORMOND BEACH, FLORIDA

River Bend Nature Park

Item No.	Item Description	Item Quantity	Item Unit	Item Unit Price	Total Price
D.1	Spread & Compact Crushed Coquina Shell	125	CY		
D.2	Sod Removal	65	SY		

TOTAL BASE BID \$ _____
(Figures)

(Words)

ADDITIVE ALTERNATE 1

Hugunaut Park

Item No.	Item Description	Item Quantity	Item Unit	Item Unit Price	Total Price
E.1	Spread & Compact Crushed Coquina Shell	80	CY		
E.2	Sod Removal	45	SY		

TOTAL ADDITIVE ALTERNATE 1 BID \$ _____
(Figures)

(Words)

BID (Cont'd.)
2023 Shell Parking Restoration
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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 60 calendar days after the date when the Contract Time commences to run, and completed within 90 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.)
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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.)
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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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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.)
2023 Shell Parking Restoration
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

00300-16

**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 **2023 Shell Parking Restoration (Bid No. 2023-23)** 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 _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Grading and compacting new crushed coquina shell to restore existing shell parking lots.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**2023 Shell Parking Restoration
and BID NUMBER 2023-23**

Article 2. ENGINEER

The Project has been designed by City Engineering, 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 60 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 90 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 7 , inclusive).

7.7 Specifications bearing the title:

2023 Shell Parking Restoration

and consisting of 2 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 8 sheets numbered 1 through 8 inclusive and bearing the following general title:

2023 Shell Parking Restoration

7.9 Addenda numbers to , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 16 , 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 _____, 2023

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:

2023 Shell Parking Restoration
Bid No. 2023-23

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

2023 Shell Parking Restoration
Bid No. 2023-23

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

(Principal) Secretary

By _____ (s)

(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 _____, 2023.

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 2021-144 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 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 at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

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 employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

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 and not limited to 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 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed 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 and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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 is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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(d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 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 not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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 carrier; 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 including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 2023, 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 _____, 2023.

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 _____, 2023.

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: **2023 Shell Parking Restoration**
Bid Number 2023-23

Grading and compacting new crushed coquina shell to restore existing shell parking lots.

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. A.1, B.1, C.1, D.1, E.1 Spread & Compact Crushed Coquina Shell

Measurement. The quantity for payment shall be the actual number of cubic yards of suitable crushed coquina shell used on site, spread and compacted to establish finished grade.

Payment. Payment for installing suitable crushed coquina shell and fine grading shall be made at the applicable unit price per cubic yard in place. Such payment shall be full

compensation for furnishing all plant, labor, site grading, installation, materials, equipment, and incidentals accepted in place.

Bid Item No. B.2, C.2, D.2, E.2 Sod Removal

Measurement. The quantity for payment shall be the unit of square yards of the actual area of sod or grass-like vegetation satisfactorily removed and disposed of.

Payment. Payment will be made at the unit price per square yard for the actual quantity of sod or grass-like vegetation satisfactorily removed. Such price and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to remove and dispose of existing sod or grass-like vegetation and to prepare surfaces for replacement of the applicable item.

Bid Item No. C.3 Relocate Sign

Measurement. The quantity for payment shall be the actual number of signs that are acceptably removed and relocated.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to acceptably remove and replace the signs at the locations shown on the Drawings.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, and sample submitted
 - 5. Notification of deviations from contract documents
 - 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-6

SECTION 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 procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

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 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items 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 items 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 items 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 protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

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:

Not Applicable

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 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

02200-6

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 02930 GRASSING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of grassing consists of supplying and planting grass seed and/or sod in the locations shown on the drawings and in those areas where construction activity has damaged or destroyed the ground cover.
- B. The grassing work shall include, but not be limited to, supplying all labor, materials, and equipment necessary to perform seeding, sodding, fertilizing, liming when specified, mulching, watering, mowing, and clean-up.

1.02 QUALITY ASSURANCE

- A. Seeds shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable State laws.
- B. The Engineer/Architect reserves the right to test, reject or approve all materials before application.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages will not be accepted.
- B. Deliver fertilizer in water proof bags showing weight, chemical analysis, and name of manufacturer.
- C. The Contractor shall, at the time of delivery, furnish the Engineer/Architect invoices of all materials received in order that the minimum application rate of materials may be determined. Failure to supply invoices at the time of delivery will warrant that payment for those items be delayed until proper submittal of invoices are obtained and the minimum application rates of material can be verified.
- D. Mixtures of different types of seed called for in these specifications shall be mixed in the proper proportions at the site of the work in the presence of the Engineer/Architect or his representative.

PART 2 - PRODUCTS

2.01 SEED

- A. Unless otherwise provided for on the drawings, the Contractor shall conform to the following seed schedule. The total pounds of seed per acre shall be the sum total shown for all the varieties of seed opposite the schedule number.

SEEDING SCHEDULE

<u>Schedule Number</u>	<u>Common Name of Seed</u>	<u>Rate Lbs. Acre</u>	<u>Planting Dates</u>
1.	Pensacola Bahia (scarified)	90	March 15-
	Bermuda Common (50% hulled)	25	October 15
2.	Pensacola Bahia (scarified)	100	October 16 -
	Bermuda Common (50% hulled)	35	March 14
	Annual Rye Grass	10	
	Rye Grain	30	

- B. The Bermuda seed shall be an equal mixture of hulled and unhulled seed.
- C. The Pensacola Bahia seed shall be scarified seed, having a minimum active germination of 40 percent and a total germination of 85 percent.
- D. Quick-growing type grass seed shall be a species approved by the Engineer/Architect which will provide an early ground cover during the particular season when planting is done and will not later compete with permanent grass.

2.02 SOD

- A. Sod shall be same type as the existing grass with well matted roots.
- B. The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of 2-inches. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses.

- D. Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.
- E. The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.03 MULCH

A. Dry Mulch:

- 1. Dry mulch shall be straw or hay, consisting of oat, rye, or wheat straw, or of Pangola, Peanut, Coastal Bermuda or Bahia grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used.

B. Manufactured Mulch:

- 1. Manufactured mulches may consist of jute, cotton, or other fiber materials, plastic sheeting, netting, chemical adhesive soil stabilizers, or other approved coverings. Manufactured mulch shall only be used when specifically called for on the drawings and shall be as approved by the Engineer/ Architect.

2.04 FERTILIZER

- A. The fertilizer shall be a commercial granular type with a chemical designation of 16-4-8
- B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer.
 - 1. At least 50 percent of the phosphoric acid shall be from a normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur.
 - 2. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or container.
- C. Commercial fertilizers shall comply with the State fertilizer laws.
- D. Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.05 LIME

- A. Lime shall be agricultural grade, ground limestone minimum 80 percent passing No. 8 sieve, calcium carbonate equivalent minimum 80 percent and shall conform to the requirements of the State Department of Agriculture and Consumer Affairs.

2.06 WATER

- A. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream, or municipal water system.
- B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.
- C. Salt water shall not be used.

2.07 GRAVEL BED

- A. In the locations shown on the drawings, provide a 3-inch deep bed of river-run gravel of rounded particles ranging in size from 1/2-inch to 2-inches. Gravel shall be as obtained from the vicinity of Montgomery, Alabama, or Chattahoochee, Florida, or equal.
- B. Where gravel is not kept in place by walls or sidewalk, an edging strip shall be used. The edging strip shall be of 1" x 6" cypress, and extend 1/2-inch above the gravel surface.

PART 3 - EXECUTION

3.01 GENERAL

- A. Grassing operations will not be permitted when wind velocities exceed 15 miles per hour. Grassing will be accomplished only when the soil is moist and in proper condition to induce growth. No grassing shall be done when the ground is frozen, unduly wet, or otherwise not in a tillable condition.
- B. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishment in the spring.

3.02 GRASSING BY SEEDING

A. Sequence of Operations:

- 1. The several operations involved in the work shall proceed in the following sequence: grading, fertilizing (and/or application of lime) and preparation of the ground, spreading of the mulch, seeding, cutting in mulch, and rolling.

B. Preparation of Area to be Seeded:

1. The ground over which the seed is to be sown shall be prepared by disk-harrowing and thoroughly pulverizing the soil to a depth of 4-inches. The prepared soil shall be loose and reasonably smooth. The area shall be reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations.

C. Application of Fertilizer:

1. The fertilizer (and/or lime) shall be spread uniformly in one or more applications as specified below.
 - a. An initial application of 275 lbs. per acre.
2. Unless otherwise directed, a second application of 275 lbs. per acre shall be applied within 90 calendar days after the initial application on projects which have not been accepted prior to this time.
3. Unless otherwise directed, a third application of 275 lbs. per acre shall be applied within 270 to 360 calendar days after the initial application on projects which have not been accepted prior to this time.
4. Lime shall be spread at a minimum uniform rate of 250 lbs. per acre and thoroughly mixed with the soil to a depth of 4-inches.

D. Dry Mulching:

1. Approximately 2-inches, loose thickness, of the dry mulch material shall be applied uniformly over the area to be seeded. After the area has been seeded, the mulch material shall be cut into the soil so as to produce a loose mulched thickness of 3- to 4-inches. Care shall be exercised that the materials are not cut too deeply into the soil.
- E. While the soil is still loose and moist, the seed shall be scattered uniformly over the area to be grassed. The application rates of the various types of seed shall be as described in Paragraph 2.01.

F. Rolling:

1. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled with a cultipacker, traffic roller, or other suitable equipment. At least two trips over the entire area will be required.

G. Watering:

1. The seeded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. The period for maintaining such moisture conditions shall not be less than two weeks after planting.

3.03 GRASSING BY HYDRO-SEEDING

A. General:

1. This method of grassing generally consists of distributing materials over the area to be grassed by spraying a slurry composed of water, seed, fertilizer, and mulch (wood cellulose fiber mulch for hydro-seeding applications).

B. Ground Preparation:

1. The provisions for the preparation of the seeding areas and for the subsequent maintaining of the moisture condition shall be as specified in Paragraphs 3.02 B, C and G.

C. Equipment:

1. Equipment used in hydro-seeding shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which will provide even distribution of the slurry on the various areas to be grassed. The slurry tank shall have a minimum capacity of 1,000 gallons.

D. Application:

1. Wood cellulose fiber mulch shall be applied at the rate of 1,500 lbs. per acre in a mixture of seed, fertilizer, and water. The seed, fertilizer, mulch, and water shall be combined into the slurry tank for distribution of all ingredients in one operation. The materials shall be combined in a manner recommended by the mulch manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified herein. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seed-bed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch fibers to build upon each other until an even coat is achieved.

3.04 SODDING

A. Ground Preparation:

1. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer as described in Paragraphs 3.02 B. and C.

B. Inclement Weather and Unsuitable Conditions:

1. Sodding shall not be performed when weather and soil conditions are, in the Engineer/Architect's opinion, unsuitable for proper results.

C. Sod Placement:

1. The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.
2. Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.
3. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.
4. On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
5. Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

D. Watering:

1. The sod shall be kept in a moist condition after planting and for the duration of the Contract. Water shall not be applied between the hours of 8:00 A.M. and 4:00 P.M.

3.05 MAINTENANCE

- A. The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance. Such maintenance shall include watering, filling, leveling, and repairing of any washed or eroded areas and additional seed, fertilizer, and mulch or sod applied to areas where a satisfactory stand of grass has not been achieved.
- B. Immediately prior to final inspection, the Contractor shall mow and remove clippings from the areas grassed under this Contract.

END OF SECTION

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 6.E
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Quality of Life – Other			
Department :	Public Works - Engineering			
Subject:	Nova Community Park - Outdoor Fitness Trail			
Budget Impact:	Funding for this project will be derived from Fiscal Year 2022-2023 Facilities Renewal & Replacement Fund in the amount of \$97,000.			
Summary:	This item seeks approval to issue an RFP for design and installation services for new Nova Community Park fitness trail stations due to age-related deterioration of the current fitness equipment.			
Recommended Action:	The City intends to publicly advertise the RFP for design and installation services for the Nova Community Park Fitness Trail station project, unless otherwise directed by the City Commission.			
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292			
Approval:				
Kelly McGuire, Finance Director		2/20/2023		
Claire Whitley, Assistant City Manager		2/27/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Shawn Finley, Public Works Director
Date: March 7, 2023
Subject: Nova Community Park - Outdoor Fitness Trail
Commission Goal: Quality of Life – Other

Introduction

This disposition item provides public notice of the City's intent to issue a request for proposals for the Nova Community Park Fitness Trail project, 2023-19.

Background

The Nova Community Park (NCP), located at 440 North Nova Road, is an expansive and popular city-owned and operated community park of more than 60 acres. NCP offers a variety of amenities and recreation options including sports fields, tennis courts, fitness trails, pavilions with picnic tables and grills, the Magic Forest Playground, and the Nova Community Center. In 2003, as part of a park renovation, eight fitness stations were installed along the fitness trail. Four stations have since been removed due to age-related deterioration, and the remaining four are now rusted and deteriorated beyond repair.

Discussion

This project proposes to add new and updated fitness equipment along the existing trail system. The request for proposal allows vendors to provide three different options for fitness equipment configurations within the proposed budget. It is anticipated that the submittals will include 5-8 equipment pieces. The project will enhance the overall safety and aesthetics of the park, and provide a variety of fitness opportunities for park visitors of all ages and abilities. This RFP will select a company to design and install the fitness station equipment per the scope of work outlined within this RFP.

Engineering staff coordinated this intent to bid with Leisure Services to ensure that the replacement equipment is consistent with community needs and corresponds to recommendations made in the recently completed Leisure Services Master Plan.

Budget Impact

Funding for this project will be derived from Fiscal Year 2022-2023 Facilities Renewal & Replacement Fund in the amount of \$97,000.

Citizen Impact

The construction of the NCP Fitness Trail station project will not impact the operation of the park. Upon completion, the updated fitness equipment will provide additional fitness amenities to this highly used park and will likely increase the number of visitors to the park.

Recommendation

The City intends to publicly advertise the RFP for design and installation services for the Nova Community Park Fitness Trail station project, unless otherwise directed by the City Commission.

Attachments:

1. NCP_RFP_FINAL_03-02-23
2. Parks and Recreation Master Plan Excerpts

Approvals:



Kelly McGuire, Finance Director

Date: February 20, 2023



Claire Whitley, Assistant City Manager

Date: February 27, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023



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: Nova Community Park – Outdoor Fitness Trail

RFP NUMBER: 2023-19

RFP OPENING DATE & TIME: April 13, 2023 at 2:00 PM

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

**PRE-PROPOSAL MEETING DATE & TIME: March 23, 2023 at 2:00 PM, City Hall
Planning Conference Room in Room 104**

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 32175. (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

Nova Community Park – Outdoor Fitness Trail RFP NO. 2023-19

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 **March 23, 2023 at 2:00 PM** at the City Hall In Planning Confernece Room in Room 104, 22 South Beach Street, Ormond Beach. This meeting is not mandatory. **The deadline to submit questions is April 6, 2023 at 5:00pm.**

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 **April 13, 2023 at 2:00 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 outdoor fitness 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 outdoor fitness equipment will be located at Nova Community Park (NCP) which is located at 440 North Nova Road in Ormond Beach. The NCP is a city-owned and operated neighborhood park which is 60.2 acres that is open to the public. This is a highly used facility by the surrounding community and general public.

The proposed equipment will be located off of the existing trail system. No equipment shall be located off the sidewalk abutting Nova Road, see attached map. In the design there should be a 5' foot wide walkway connection located 5' feet off the existing sidewalk trail system. See attached trail system map.

Scope of Work/Layout Design

This is a turn-key project to design the new outdoor fitness equipment stations along and off of the existing trail system, layout, supply materials, deliver and install new exterior commercial outdoor fitness equipment components, including required permitting. The selected company shall be issued a contract for services for this project.

Vendors are required to develop and provide an overall equipment layout plan for the project area utilizing the scale of 1"=60'. Complete three-dimensional drawings or photos of equipment and plan view drawing showing each station layout including the equipment use zones are required. All design plans/drawings shall be shown in earth tone 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.

Vendors are responsible for ensuring the accuracy of their measurements and for ensuring that any equipment layout proposed will fit the actual site dimensions off the existing trail system.

Current Conditions

See attached aerial map that shows the existing trail system where the proposed fitness equipment will be located off of and existing surrounding site elements. A site visit is encouraged prior to submitting the RFP.

All existing site elements along the existing fitness trail are to remain.

Outdoor Fitness Equipment

The fitness equipment chosen off of the existing trail system shall be durable and designed for outdoor use. This fitness equipment selected shall incorporate the latest fitness design philosophy and technology. The fitness equipment selected shall be appropriate for age 10 to active seniors. The equipment selected shall provide the user with upper/lower body exercise, aerobic and core exercises. The fitness equipment stations shall be selected to provide different work out experiences.

The equipment and area around the equipment shall be accessible to all users and meet all current ADA requirements at a minimum, with ADA inclusive features possible within the funding amount.

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.

All fitness equipment stations shall have fixed work out instructions or pictures on how the equipment should be used.

The fitness equipment stations shall not be located to impact existing trees.

Types of Equipment to Exercise The Following Body Parts & Provide Stated Workouts

Upper Body (Neck, Back, shoulders, chest, abdominals, triceps & biceps)

Lower Body (Glutes, Calves & Legs)

Aerobic/Cardio Workout

Types of Materials for Equipment

Primary considerations are safety, durability, longevity and low maintenance

Stainless Steel bolts, anchors and fasteners

Fitness equipment shall be simplistic

Minimize selecting equipment that have moving parts. The less moving parts the better.

Two coat powder coating process 3.0-5.0 mil thickness minimum

Materials that are long lasting

Wood products are allowed

No shade components

No rope climbing equipment as one already exists within this park

ADA Compliant

The design and walkway shall be ADA compliant. In the design there should be a 5' foot wide walkway connection (4" depth) located 5' feet off (less is acceptable) the existing sidewalk trail system.

Concrete Curbing & Surfacing

Each fitness station equipment area along the existing fitness trail will have poured in place surfacing and concrete curbing. 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 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 earth tone/natural color or colors (light green is acceptable to represent lawn) and shall compliment the equipment colors. Minimum warranty needs to be 5 years.

Outdoor Directory Signage Map

A directory signage map is part of this project and shall be included in the bid. The map shall show a color aerial showing the existing fitness trail and identifying the locations of the new fitness equipment stations. The total loop miles and miles to each station will be shown on the signage map. This map shall be readable at eye level. A shop drawing of the directory signage shall be approved by Project Manager prior to fabrication. A conceptual elevation showing size, dimensions, materials & colors of the directory signage map shall be provided with RFP submittal package.

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 then site restoration will be required and restored with like materials at the companies cost.

Removal of Existing Fitness Equipment:

City staff will be removing the existing fitness equipment that's located off of the existing trail loop prior to the start of this project.

Project Budget:

This is a Facilities Renewal & Replacement funded project and the allocated funds are \$97,000 for this project.

SCHEDULE OF PROPOSAL

March 12, 2023	Legal Advertisement
March 23, 2023 2:00 PM	Non-mandatory pre-submittal meeting City Hall Planning Conference Room in Room 104, 22 South Beach Street
April 6, 2023 5:00 PM	Last day for questions

April 13, 2023 2:00 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 City Hall Room 101</u> , City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
April 19, 2023 11:00 AM	Proposal Review and Rankings
May 16, 2023 7:00 PM	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 April 6, 2023 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 **April 13, 2023 at 2:00 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

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 Fitness Equipment Stations 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 an overall equipment layout plan for the project area utilizing the scale of 1"=60'. Complete three-dimensional drawings or photos of equipment and plan view drawing showing each station layout including the equipment 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?
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 fitness experience for age 10 to active seniors 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: May 16, 2023
Pre-Construction Meeting: September 4, 2023
Notice to Proceed: The NTP Will Be Issued When The Equipment Arrives
Project Substantially Complete (120 days):
Project Final Completion (150 days):

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.

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 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 at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

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 employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

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 and not limited to 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 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed 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)

1. 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 and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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 is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 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 not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) 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 carrier; 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 including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
NCP OUTDOOR FITNESS TRAIL
(RFP No. 2023-19)
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)
NCP OUTDOOR FITNESS TRAIL
(RFP No. 2023-19)
CITY OF 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

CITY OF ORMOND BEACH, FLORIDA
Request for Proposals (RFP)
NCP OUTDOOR FITNESS TRAIL
(RFP No. 2023-19)
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 NCP Outdoor Fitness Trail RFP 2023-19

OPTION 1

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (20 pts max.) _____

Experience (30 pts max.) _____

Proposed Fitness Equipment Stations 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 NCP Outdoor Fitness Trail RFP 2023-19

OPTION 2

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (20 pts max.) _____

Experience (30 pts max.) _____

Proposed Fitness Equipment Stations 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 NCP Outdoor Fitness Trail RFP 2023-19

OPTION 3

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (20 pts max.) _____

Experience (30 pts max.) _____

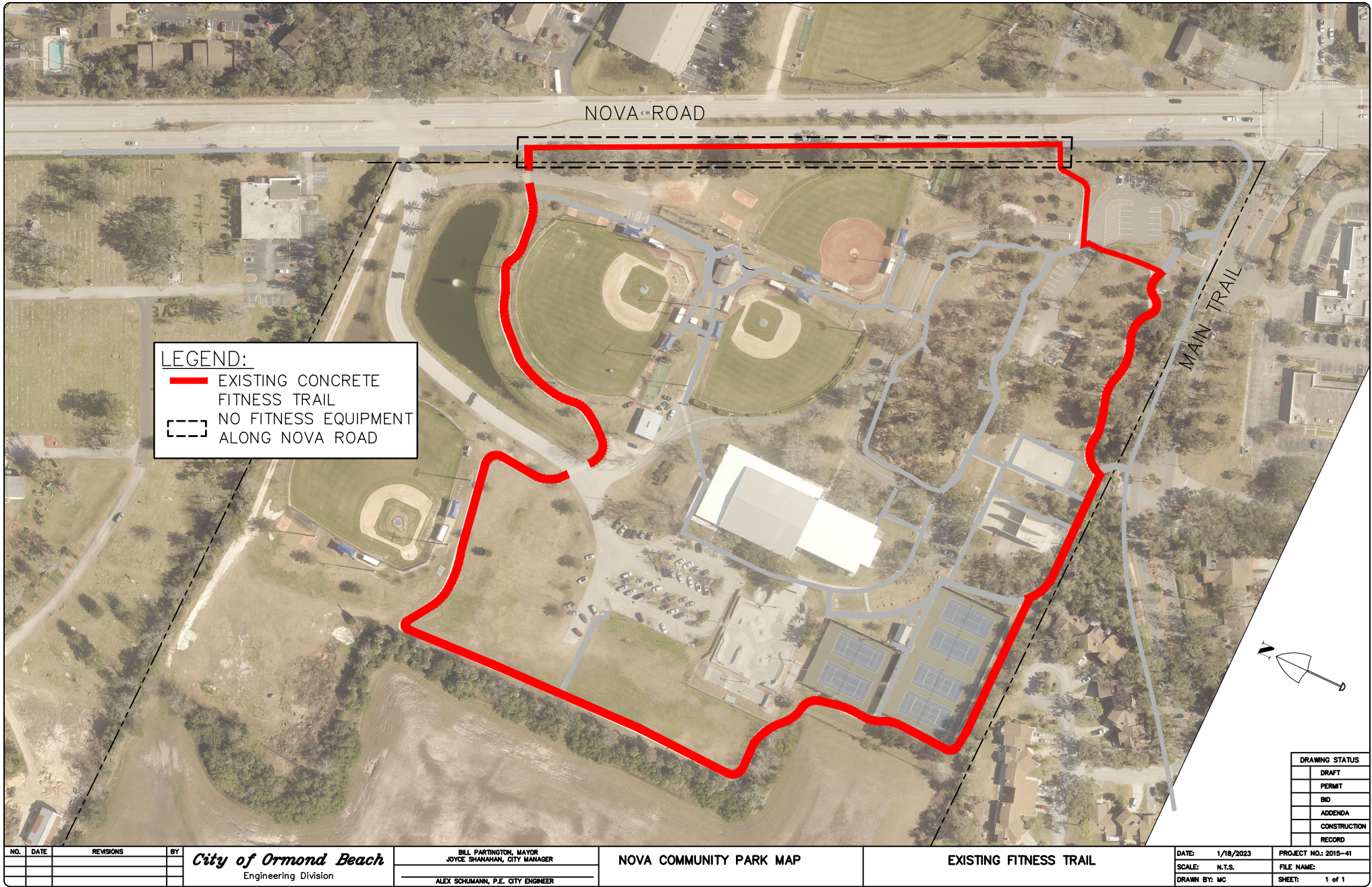
Proposed Fitness Equipment Stations and Configuration (30 pts max.) _____

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 **Parks & Recreation Master Plan**

Final Report



2022

Needs Assessment

2

2.1 Overview

The purpose of a Needs Assessment is to determine the gaps between existing and desired conditions. Each city must determine the appropriate needs assessment techniques and Level-of-Service (LOS) standards required to identify and meet the specific needs of its residents.

The Consultant Team used a “triangulated” approach to identify needs, including various types of anecdotal, quantitative, and qualitative techniques to determine top priorities from different perspectives. Anecdotal techniques were completed in Chapter 1: Context.

Quantitative techniques used for the City of Ormond Beach Needs Assessment included:

1. A statistically-valid survey;
2. An on-line survey;
3. An existing level-of-service analysis; and
4. Benchmarking.

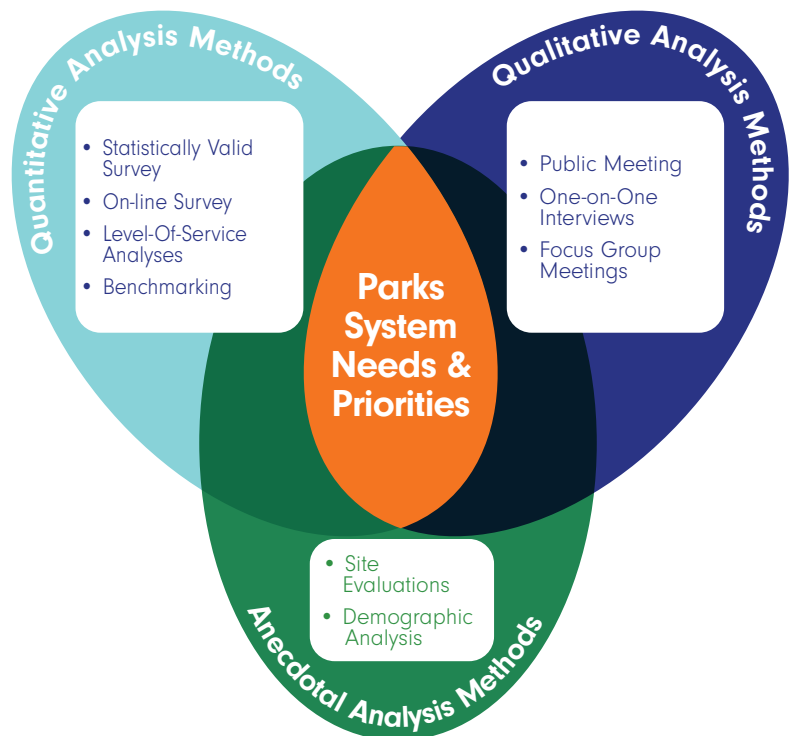
Qualitative techniques included:

1. Public meeting;
2. One-on-one interviews; and
3. Focus group meetings.

The project was promoted via various on-line and social media outlets. Collectively, over 1,100 individuals participated in the process.

Findings from each of the needs assessment techniques, as well as a summary of top priority needs, are discussed in this chapter.

Triangulated Mixed-Methods Approach to Identifying Needs & Priorities



2.2 Findings

2.2.1 Statistically-Valid Survey

OVERVIEW

A statistically-valid survey is the most reliable and credible of the needs assessment techniques, as it involves a large, randomly-selected sample of residents. Barth Associates' sub-consultant ETC Institute mailed a survey packet to a random sample of households in the City of Ormond Beach. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it on-line at www.OrmondBeachSurvey.org.

Ten days after the surveys were mailed, ETC Institute sent emails and placed phone calls to the households that received the survey to encourage participation. The emails contained a link to the on-line version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of the City of Ormond Beach from participating, everyone who completed the survey on-line was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered on-line with the addresses that were originally selected for the random sample. If the address from a survey completed on-line did not match one of the addresses selected for the sample, the on-line survey was not counted.

The goal was to obtain completed surveys from at least 400 residents. The goal was exceeded with a total of 402 residents completing the survey. The overall results for the sample of 402 households have a precision of at least $\pm 4.8\%$ at the 95% level of confidence. Following is an overview of the summary findings. The complete results can be reviewed in the Appendix.

Benefits of Parks and Recreation

Over half of respondents indicated that the most important benefits that parks and recreation facilities provide the community were: the conservation of natural areas (55.2%) and opportunities for physical exercise (53.7%).

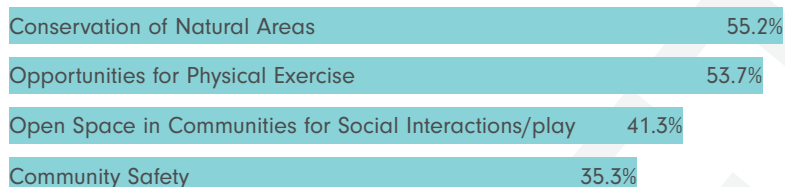


FIGURE 2.2.1a: Benefits of Parks, Recreations and Open Systems

Facility Usage and Ratings

Eight of ten (83.5%) residents surveyed are satisfied with the parks and recreation facilities provided by the City Parks Department, and 60.2% are satisfied with the programs that are provided by the City of Ormond Beach.

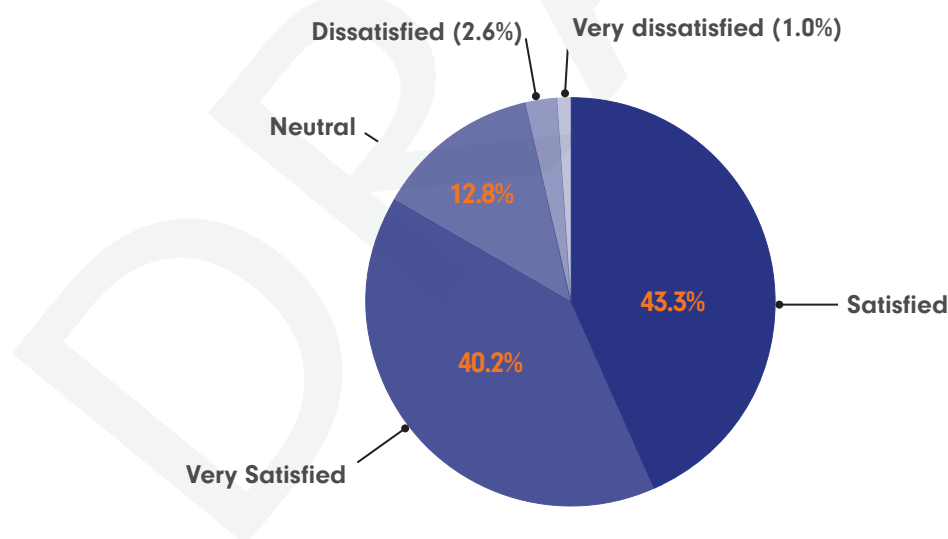


Figure 2.2.1b: Respondent's Households Satisfaction Level for Parks and Facilities Provided by City of Ormond Beach

Residents Currently Use Word Of Mouth, From Friends And Family, To Learn About City Recreational Programs And Activities

Residents Primarily Use Word Of Mouth–From Friends And Neighbors–To Learn About City Recreational Programs And Activities. Over half (56.2%) of residents learn from friends and family about City of Ormond Beach recreational programs and activities.

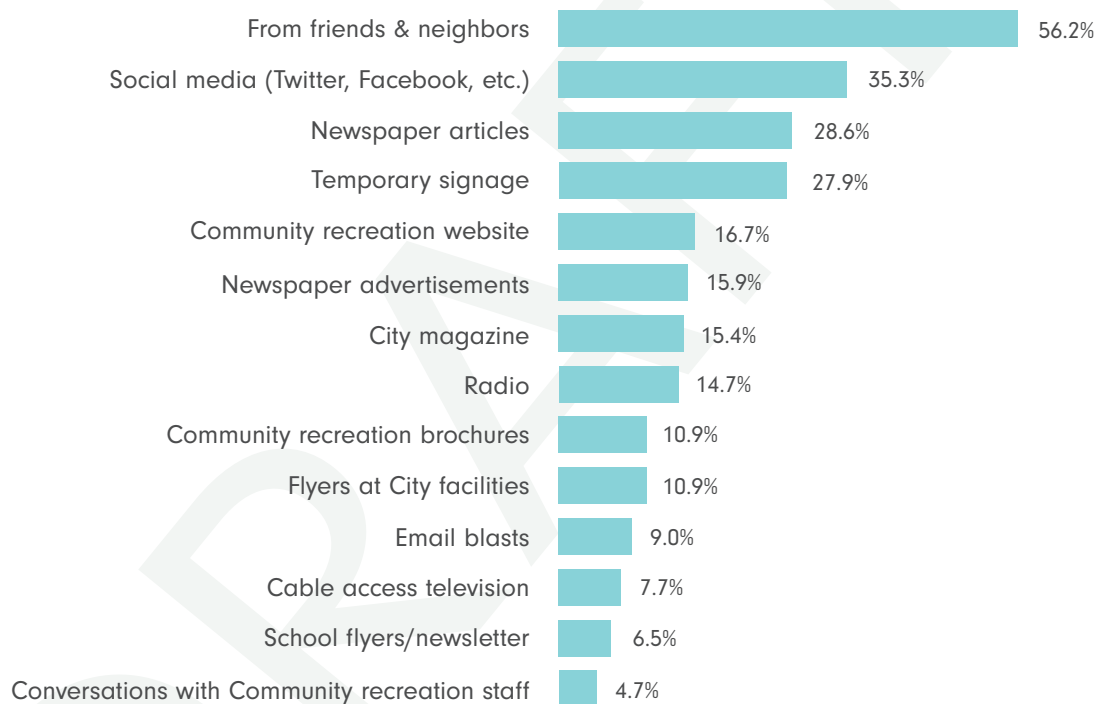


Figure 2.2.1c: The Ways Respondent's Households Currently Learn About City of Ormond Beach Recreational Programs and Activities

Most Respondents Agree That Ormond Beach Parks And Recreation Facilities Enhance The Quality of Life for Residents In The Community

Surveyed residents indicated that the recreation resources that would have the greatest impact to the health and well-being of their household would be walking, jogging, or biking trails (68.7%).

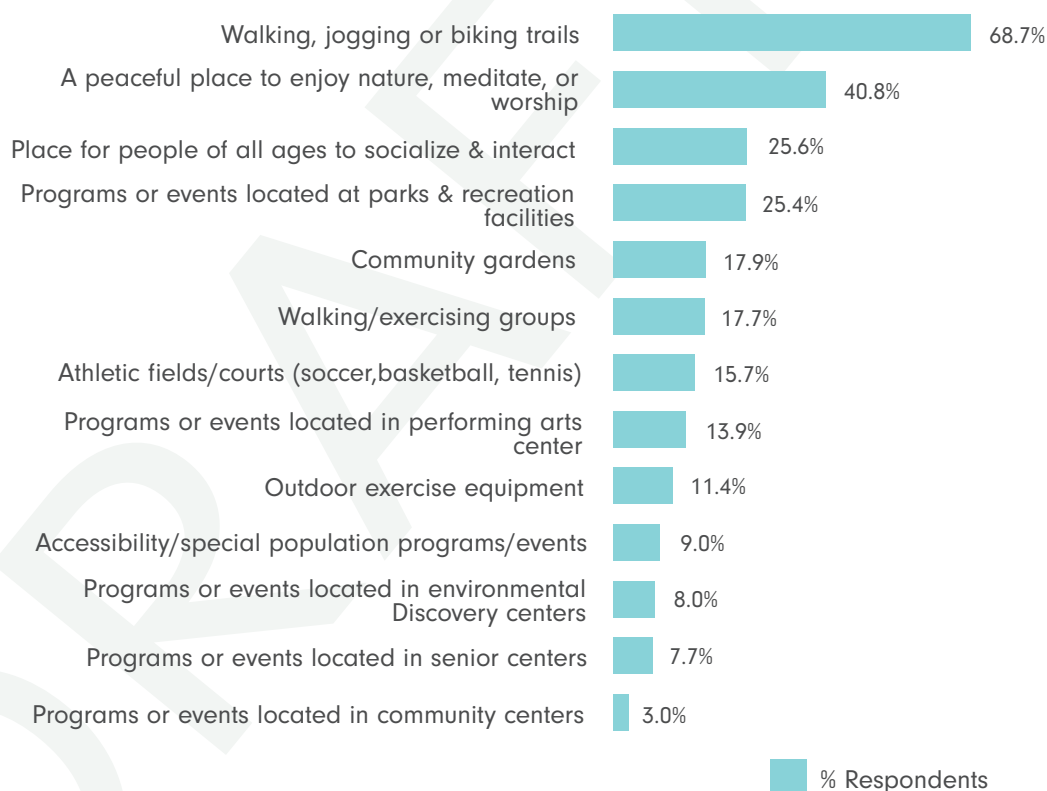


Figure 2.2.1d: Top Resources That Respondent's Households Think Would Have the Greatest Impact to the Health and Well-Being

Frequency of Park Visits

Nearly forty respondents (39.7%) indicated their household visited the City of Ormond Beach parks and recreation facilities in the past 2 years, including before the COVID-19 pandemic.

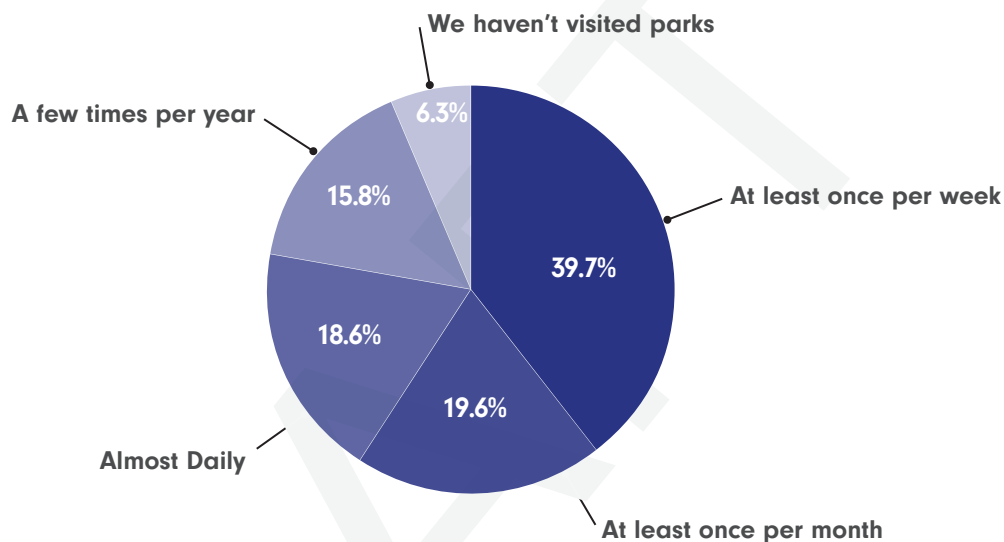


Figure 2.2.1e: Park Visiting Frequency (By Respondents)

Facility Needs and Priorities

Respondents were asked to identify if their household had a need for 36 facilities/amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various facilities and amenities. The top four facilities/amenities with the highest percentage of households whose needs are currently being partly and not met are listed below.

1. Off-beach parking – 5,835 households (28.5%)
2. Public Wi-Fi – 5,778 households (28.2%)
3. Paved multi-purpose trails – 5,192 households (25.4%)
4. Outdoor stage/amphitheater – 5,020 households (24.5%)

Off-beach parking	28.5%
Public Wi-Fi	28.2%
Paved multi-purpose trails	25.4%
Outdoor stage/amphitheater	24.5%

Figure 2.2.1f: The Top Four Facilities/Amenities with the Highest Percentage of Households Whose Needs are Currently being Partly and Not Met

The estimated number of households that have unmet needs for each of the 36 facilities that were assessed is shown in the figure below.

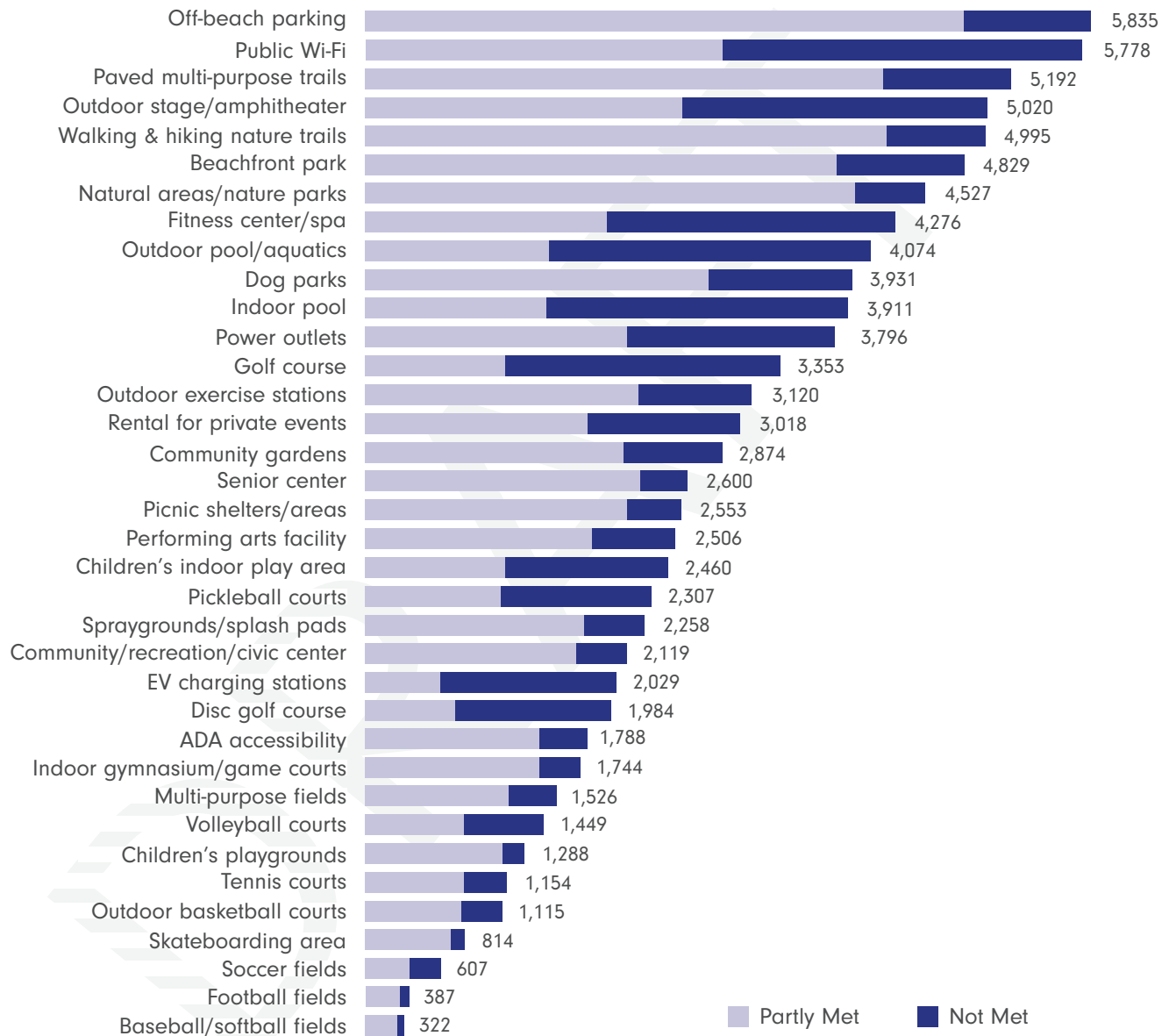


Figure 2.2.1g: Estimated Number of Households Whose Needs for Amenities are Being Partly Met or Not Met

Facility Importance

Facility/Amenity Importance. In addition to assessing the needs for each facility and amenity, ETC Institute also evaluated the importance that residents placed on each one. Based on the sum of respondents' top four choices, the top three most important facilities/amenities to residents were:

1. Walking and hiking nature trails (39.6%),
2. Beachfront park(s) (31.1%), and
3. Natural areas/nature parks (30.1%).

The percentage of residents who selected each amenity/facility as one of their top four choices is depicted in figure below.

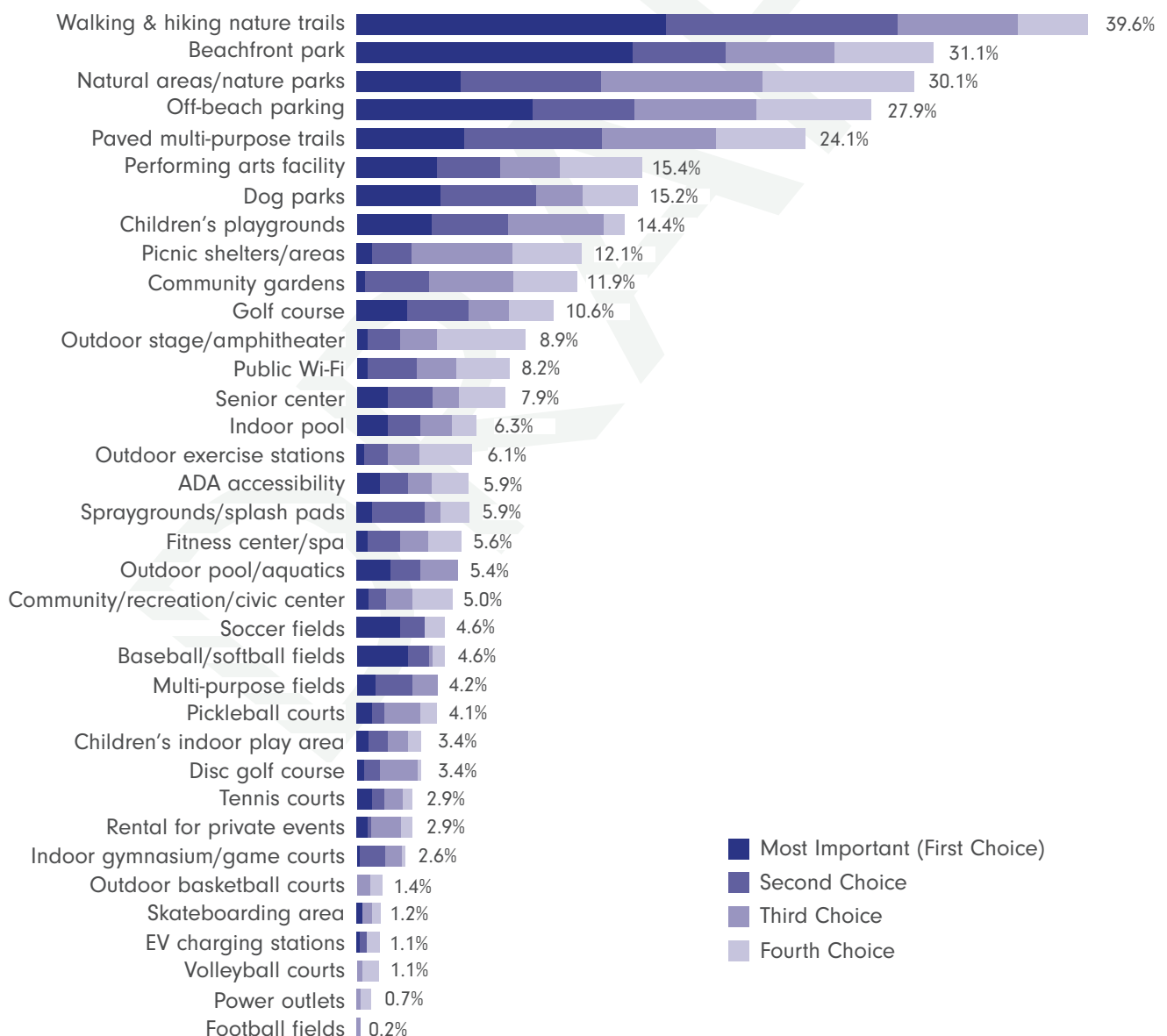


Figure 2.2.1h: Amenities that are Most Important to Households

Priorities for Facility Investments

The Priority Investment Rating (PIR) was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on Park and Recreation investments. The Priority Investment Rating (PIR) equally weights

1. The importance that residents place on facilities and
2. How many residents have unmet needs for the facility.

Details regarding the methodology for this analysis are provided in Section 2 of this report. Figure 2.2.1i shows the Priority Investment Rating for each of the 36 facilities/amenities that were assessed on the survey.

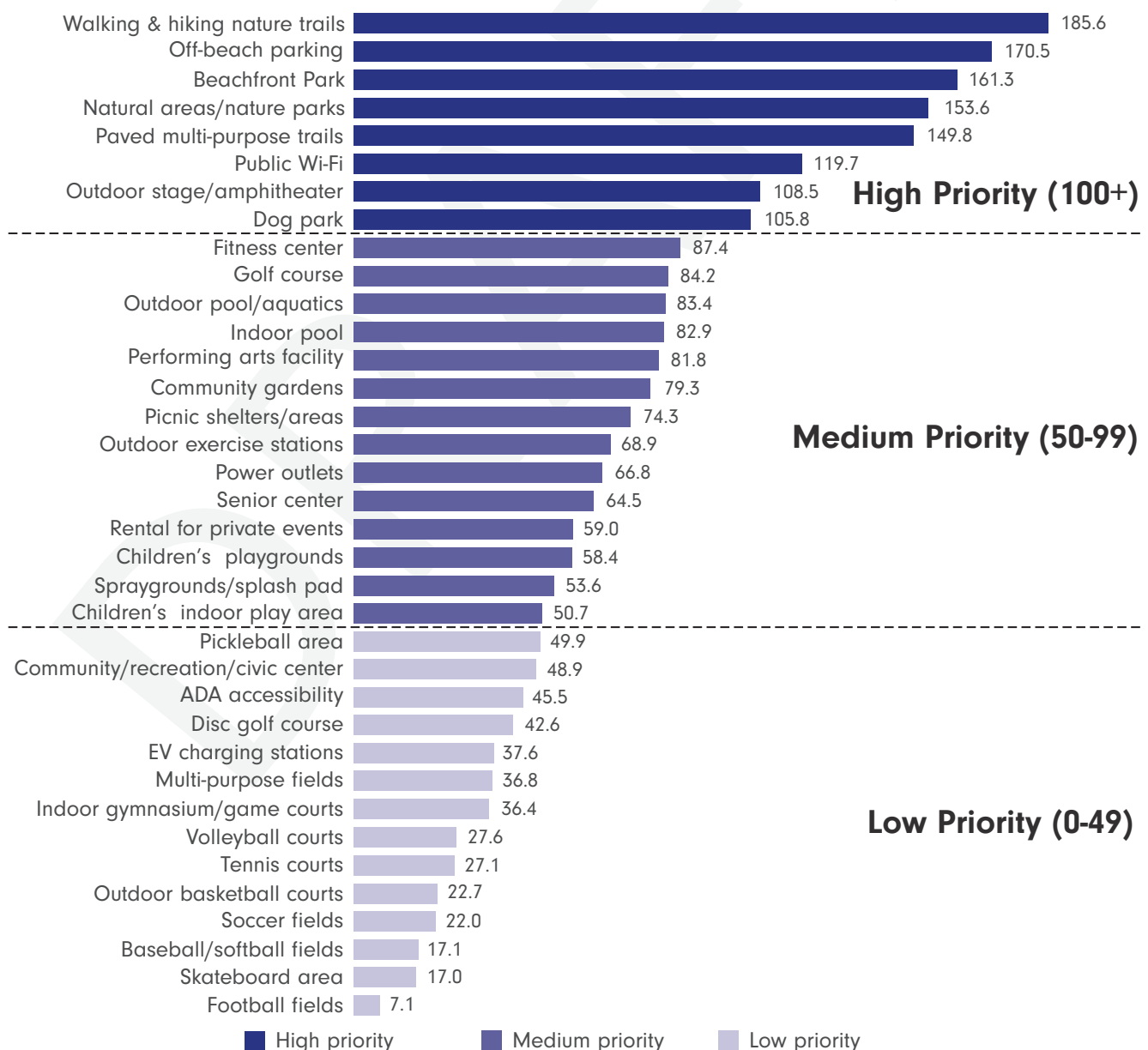


Figure 2.2.1i: Top Priorities for Investment for Recreation Facilities Based on the Priority Invest Rating (PIR)

Programming Needs and Priorities

Respondents were asked to identify if their household had a need for 20 programs/activities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest “unmet” need for various programs. The three programs with the highest percentage of estimated households whose needs are currently being partly and not met are listed below.

1. Summer concerts – 8,589 households (42.0%)
2. Adult fitness/wellness – 6,721 households (32.8%)
3. Nature programs – 5,192 households (25.4%)

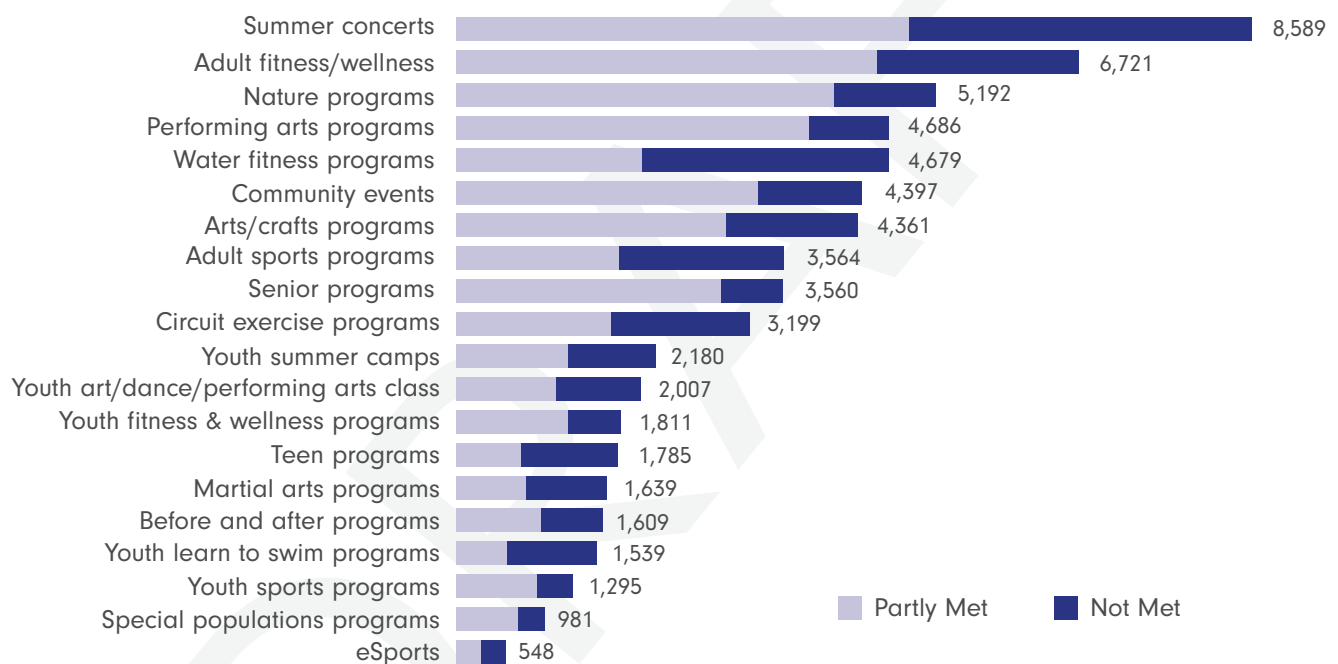


Figure 2.2.1j: Estimated Households with Unmet Recreation Program and Activity Need

Program Importance

In addition to assessing the needs for each program, ETC Institute also assessed the importance that residents place on each program. Based on the sum of respondents' top four choices, the four most important programs to residents were:

1. Summer concerts (43.2%),
2. Community events (32.5%),
3. Adult fitness/wellness (32.4%), and
4. Nature programs (27.1%)

The percentage of residents who selected each program as one of their top four choices is shown in the figure below.

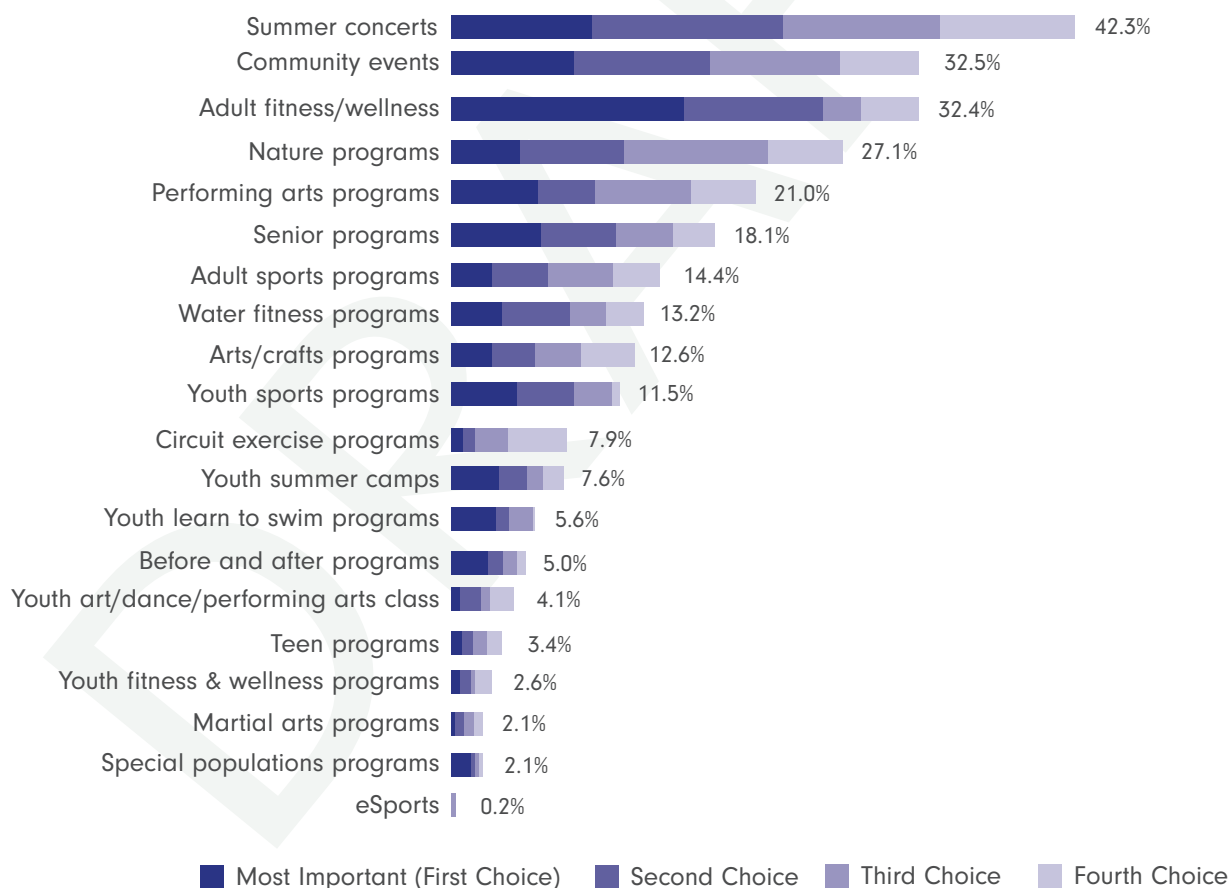


Figure 2.2.1k: Importance of Various Recreation Programs and Activities to Households

Priorities for Programming Investments

Based the Priority Investment Rating (PIR), which was described briefly in previous pages, the figure below shows the PIR for each of the 36 programs that were rated.

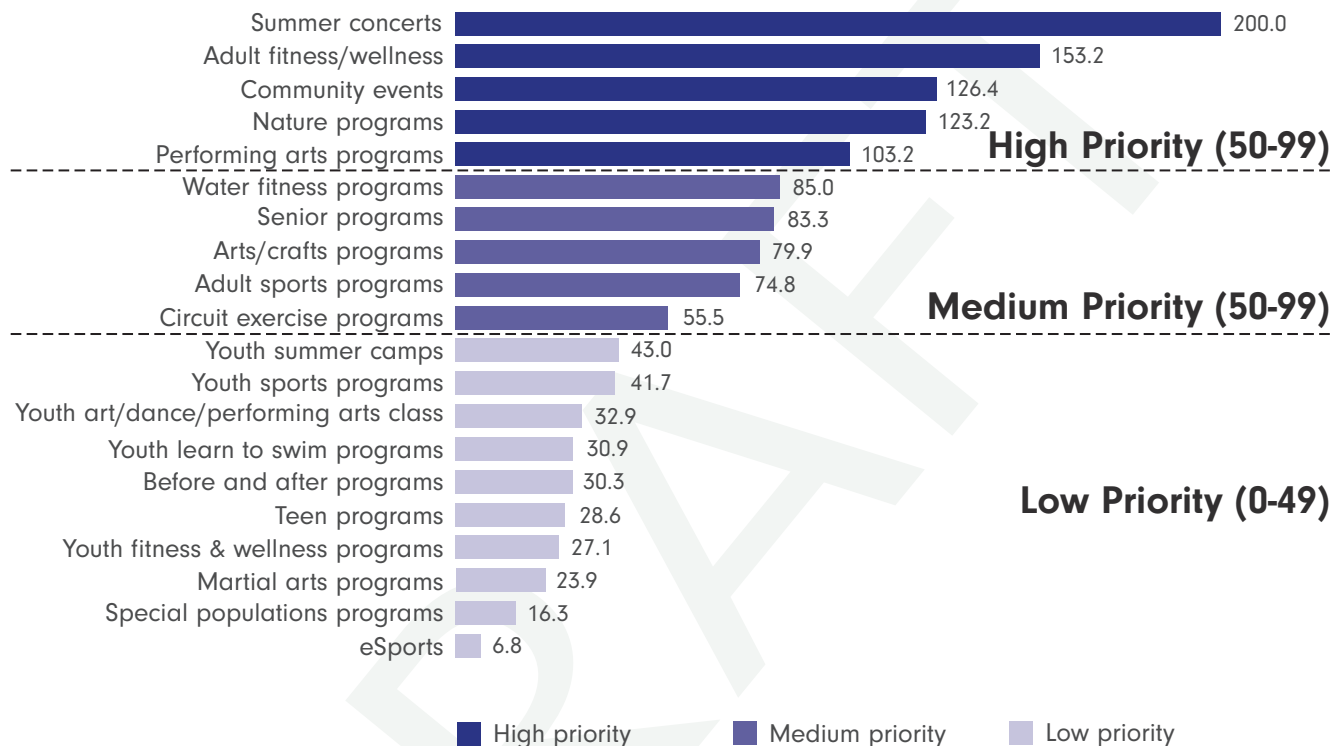


Figure 2.2.1I: Priority Investment Ratings (PIR) for Programs and Activities Assessed

Level of Support for Potential Actions the City Could Take

Respondents were asked to indicate how supportive they would be of 11 different actions, identified through previous public engagement opportunities, that the City of Ormond Beach could take to improve the Parks and Recreation system. Respondents' results are shown below:

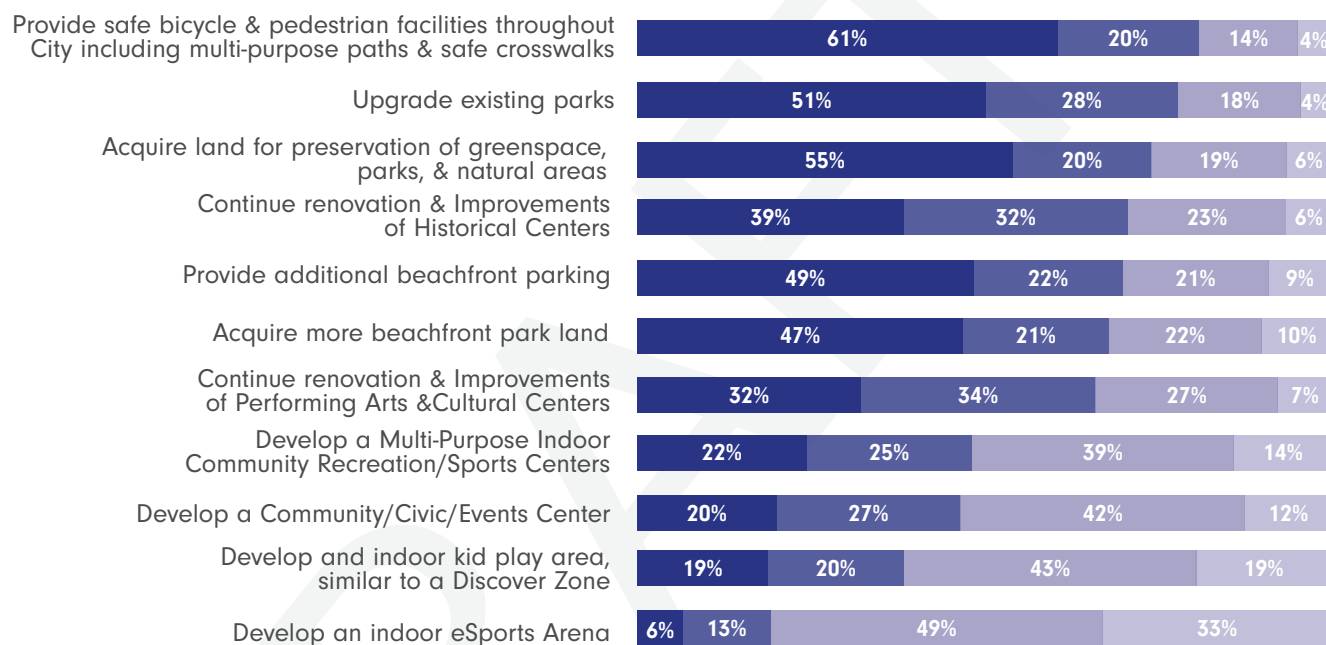


Figure 2.2.1m: Level of Support for Actions

Based on the sum of respondents' choices the two actions that residents would Be most willing to fund are:

1. Provide safe bicycle & pedestrian facilities throughout City including multi-purpose paths & safe crosswalks (47.6%),
2. Acquire land for preservation of greenspace, parks, & natural areas(45.2%)

Below are respondents' results for all actions.

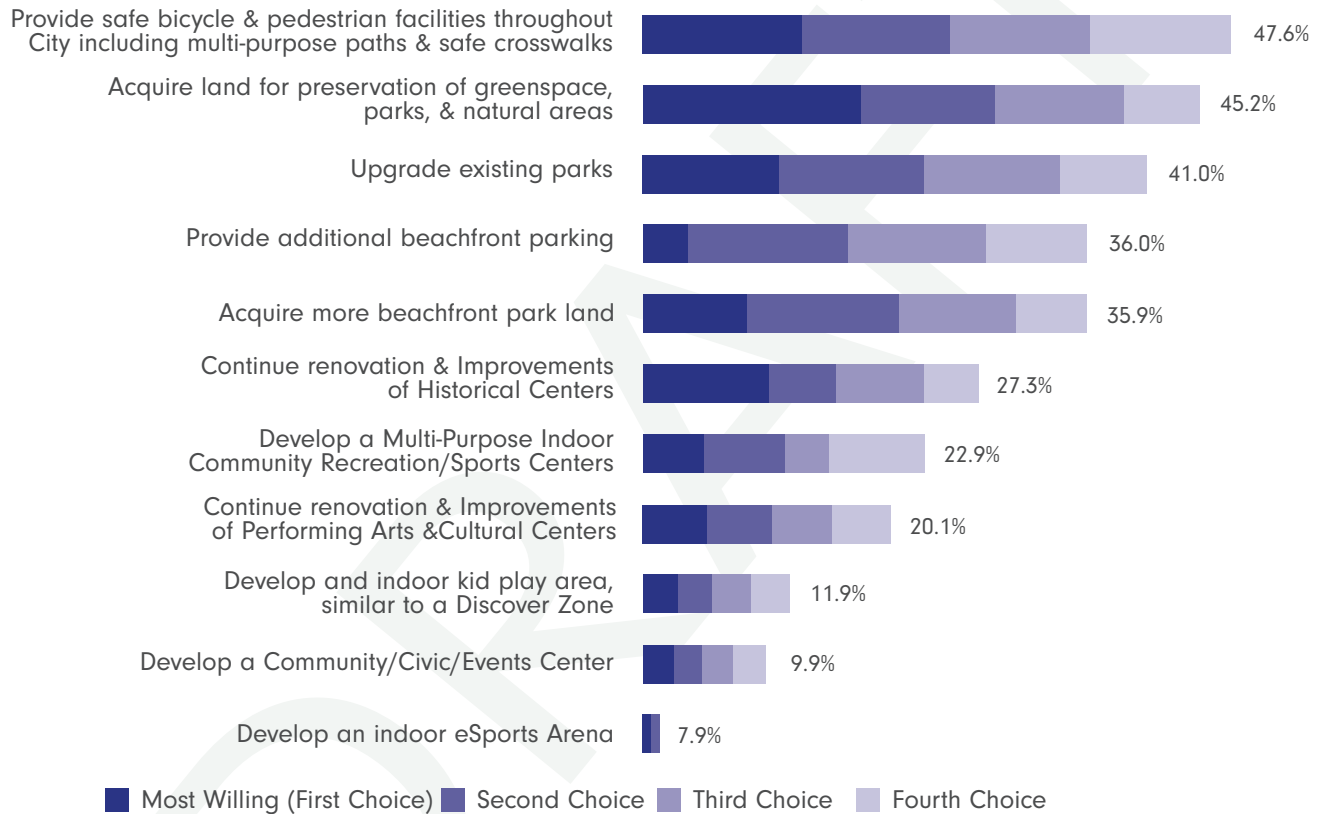


Figure 2.2.1n: Level of Support for Actions

Funding of the Parks and Recreation System

Respondents were given \$100 to budget among eight different categories of funding. The figure below shows how respondents would allocate the \$100 among the eight different categories.

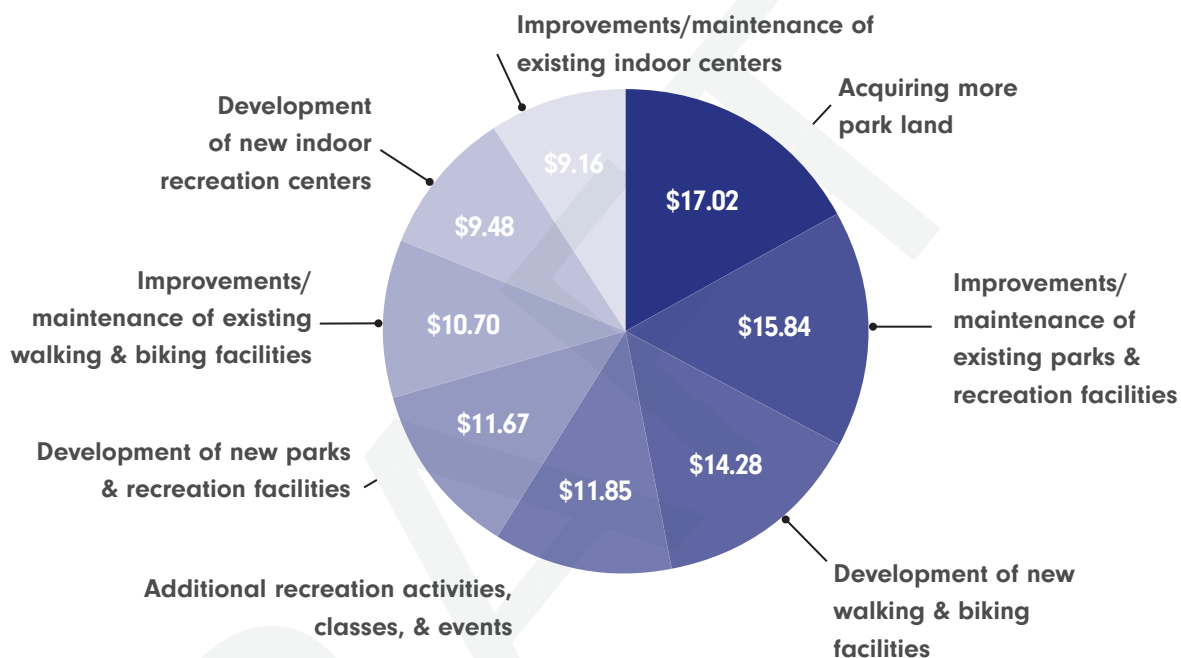


Figure 2.2.1o: Park Funding Priorities (By Respondents)

Respondents were also asked to budget what amount would they be willing to pay yearly to fund the types of parks, recreation facilities, and programs that are most important to their household. The figure below shows the results.

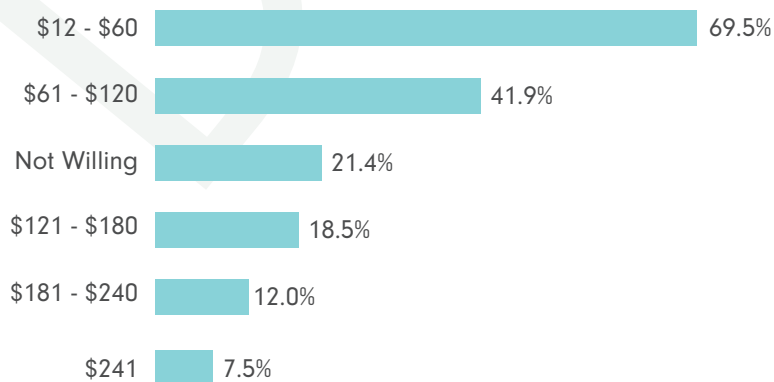


Figure 2.2.1p: Park Funding Priorities (By Respondents)

Conclusions

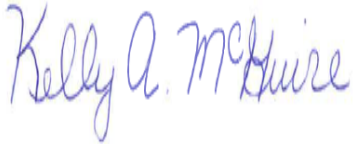
To ensure that the City of Ormond Beach continues to meet the needs and expectations of the community, ETC Institute recommends that the Leisure Services Department sustain and/or improve the performance in areas that were identified as "high priorities" by the Priority Investment Rating (PIR). The facilities and programs with the highest PIR ratings are listed below.

Facility Priorities

- Walking and hiking nature trails
- Natural areas/nature parks
- Beachfront park
- Off-beach parking
- Paved multi-purpose trails
- Dog park
- Golf course

Programming Priorities

- Summer concerts
- Community events
- Adult fitness/wellness
- Nature programs
- Performing arts programs
- Adult sports programs
- Senior programs
- Water fitness programs

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 7.A
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-15	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	101 Fiesta Drive, Zoning Map Amendment (SECOND READING)			
Budget Impact:	There is no budget impact as the result of this zoning map amendment.			
Summary:	This is a request for a zoning map amendment submitted by the property owner, Murphy Dugan, LLC. The Planning Board recommended approval with a condition.			
Recommended Action:	Staff recommends that the City Commission approve the zoning map amendment for approximately 0.30 acres located at 101 Fiesta Drive from R-3, Single-Family Medium Density to B-1, Professional Office/Hospital. The Planning Board recommended approval with a 5-0 vote with a condition that a covenant for a deed restriction and/or restrictive covenant be put in place to assure that the property could only be a parking lot.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		2/22/2023		
Claire Whitley, Assistant City Manager		2/22/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: March 7, 2023
Subject: 101 Fiesta Drive, Zoning Map Amendment (SECOND READING)
Commission Goal: Community Development - Other

Introduction

This is a request for a zoning map amendment submitted by the property owner, Murphy Dugan, LLC, for approximately 0.30 acres located at 101 Fiesta Drive from R-3, Single-Family Medium Density to B-1, Professional Office/Hospital. The subject property is located at 101 Fiesta Drive.

Background

The subject property is approximately 0.30 acres and is currently a single-family house owned by the applicant. The current land use map designation is "Low Density Residential" and the zoning classification is R-3, Single-Family Medium Density. The property was platted as lot 45 of the Fiesta Heights subdivision, recorded on January 21, 1960. The single-family house was constructed in 1966, according to the Volusia County Property Appraiser website. The property survey shows the property is approximately 85' in width and 150' in depth.

Discussion

There is a Small-Scale Comprehensive Plan Land Use Map amendment, Ordinance 2023-08, for the property at 101 Fiesta Drive from "Low Density Residential" to "Residential, Office, Retail." The application limits the Floor Area Ratio to zero and the residential units allowed to zero with the intention of developing a parking lot in association with the Hamlin & Associates building at 801 West Granada Boulevard. The land use and zoning application are related to the property at 801 West Granada Boulevard, Hamlin and Associates. This property and building have been substantially renovated and there is a desire to expand the parking area of 801 West Granada Boulevard to include the property at 101 Fiesta Drive.

Planning Board

The Planning Board reviewed the zoning map amendment at the December 8, 2022 meeting and recommended approval with a 5-0 vote with the condition that a covenant for a deed restriction and/or restrictive covenant be put in place to assure that the property could only be a parking lot. There were no individuals who spoke for or against this item with the discussion intertwined with the land use amendment.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

The land use amendment had discussion on the appropriateness of parking lot use at the Planning Board meeting. The policy decision, whether or not the proposed use is appropriate, occurred with the land use amendment. The zoning map amendment is required to ensure consistency between the land use and zoning.

Recommendation

Staff recommends that the City Commission approve the zoning map amendment for approximately 0.30 acres located at 101 Fiesta Drive from R-3, Single-Family Medium Density to B-1, Professional Office/Hospital. The Planning Board recommended approval with a 5-0 vote with a condition that a covenant for a deed restriction and/or restrictive covenant be put in place to assure that the property could only be a parking lot.

Attachments:

1. 23-15 101 Fiesta Drive, ZMA (P23-0017G)
2. Exhibit A, 101 Fiesta Drive
3. Exhibit B, 101_FIESTA_ZONING_AMEND
4. 12.08.2022, Zoning Map Amendment, 101 Fiesta Drive, PB Staff Report
5. Draft PB Minutes, 101 Fiesta Drive, Zoning Map Amendment

Approvals:



Kelly McGuire, Finance Director

Date: February 22, 2023



Claire Whitley, Assistant City Manager

Date: February 22, 2023

A handwritten signature in blue ink that reads "Joyce Shanahan".

Joyce Shanahan, City Manager

Date: March 01, 2023

ORDINANCE NO. 2023-15

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE PARCEL OF REAL PROPERTY TOTALING 0.30± ACRES LOCATED AT 101 FIESTA DRIVE (VOLUSIA COUNTY PARCEL NUMBER 4220-01-00-0450) FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO B-1, PROFESSIONAL OFFICE/HOSPITAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Murphy Dugan, LLC, a Florida limited liability company (“Property Owner/Applicant”) is the fee simple owner of certain real property consisting of approximately 0.30 acres located at 101 Fiesta Drive (Volusia County Property Appraiser parcel identification number: 4220-01-00-0450), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Property Owner has submitted an application to the city to re-zone the Property from R-3, Single-Family Medium Density, to B-1, Professional Office/Hospital, and

WHEREAS, the Property to be re-zoned is less than ten contiguous acres, consisting of approximately 0.30± contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida, is hereby amended by amending the Official Zoning Map, to change the zoning designation of one parcel located at 101 Fiesta Drive (Volusia County Property Appraiser parcel identification number: 4220-01-00-0450), as more particularly described and depicted in Exhibit

“A” from R-3, Single-Family Medium Density, to B-1, Professional Office/Hospital, as shown and depicted in Exhibit “B”.

SECTION THREE. Based upon the Applicant’s acceptance at the Planning Board meeting, a deed restriction and/or restrictive covenant shall be recorded by the Applicant that 101 Fiesta Drive can only be used as parking lot. The deed restriction and/or restrictive covenant shall be recorded prior to the issuance of a Certificate of Completion for the parking lot improvements.

SECTION FOUR. The change in zoning is contingent, and shall become effective, upon the proposed *Comprehensive Plan* amendment for the Property (Ordinance No. 2023-08) becoming effective.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission, this 21st day of February, 2023.

PASSED UPON at the second and final reading of the City Commission, this 7th day of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

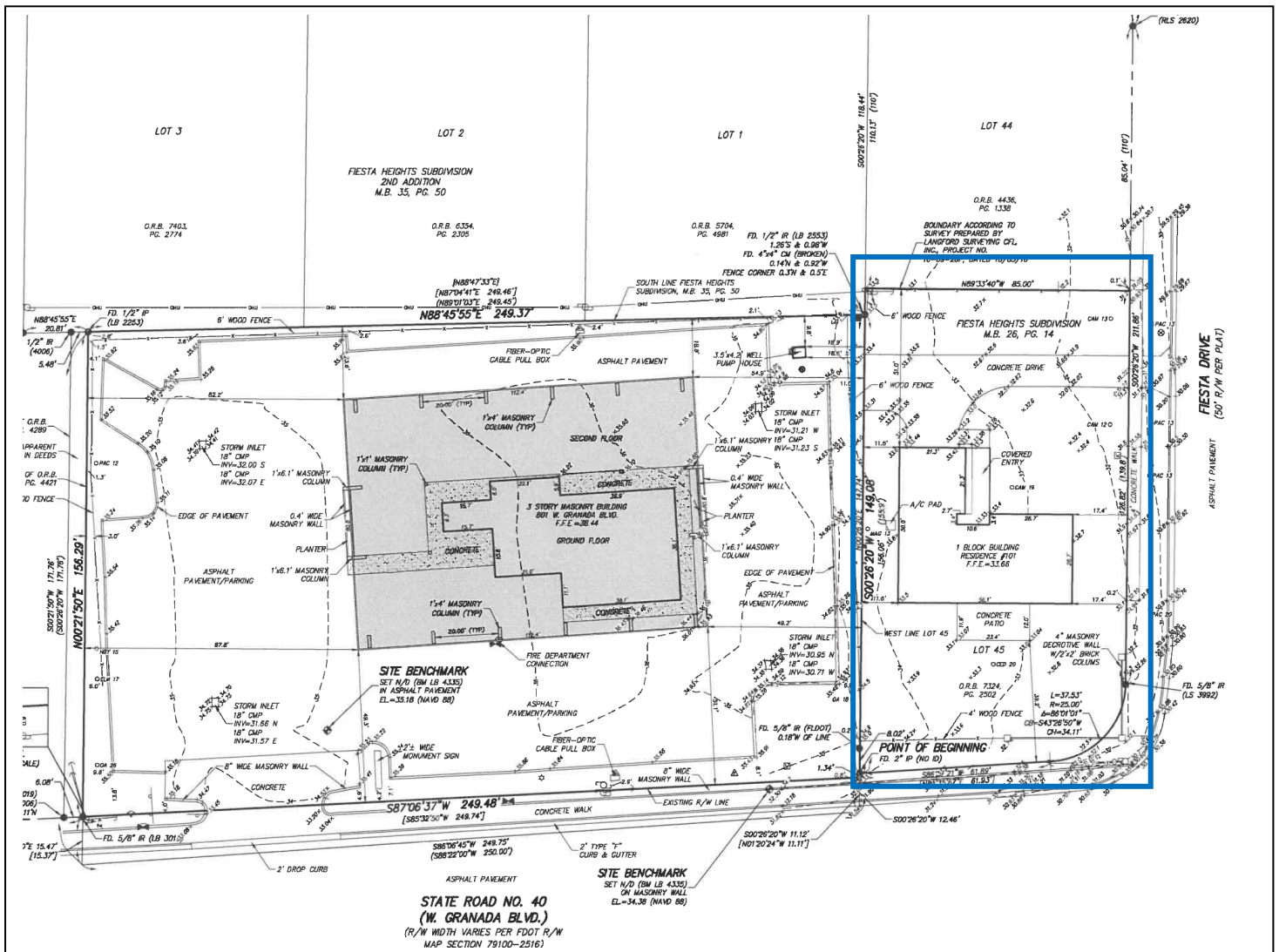
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 45 FIESTA HTS SUB MB 26 PG 14 PER OR 4745 PG 4781 PER OR 7324 PG 2502
PER OR 7562 PG 311 PER OR 8248 PG 2208 PER OR 8251 PG 2475

DEPICTION OF AREA

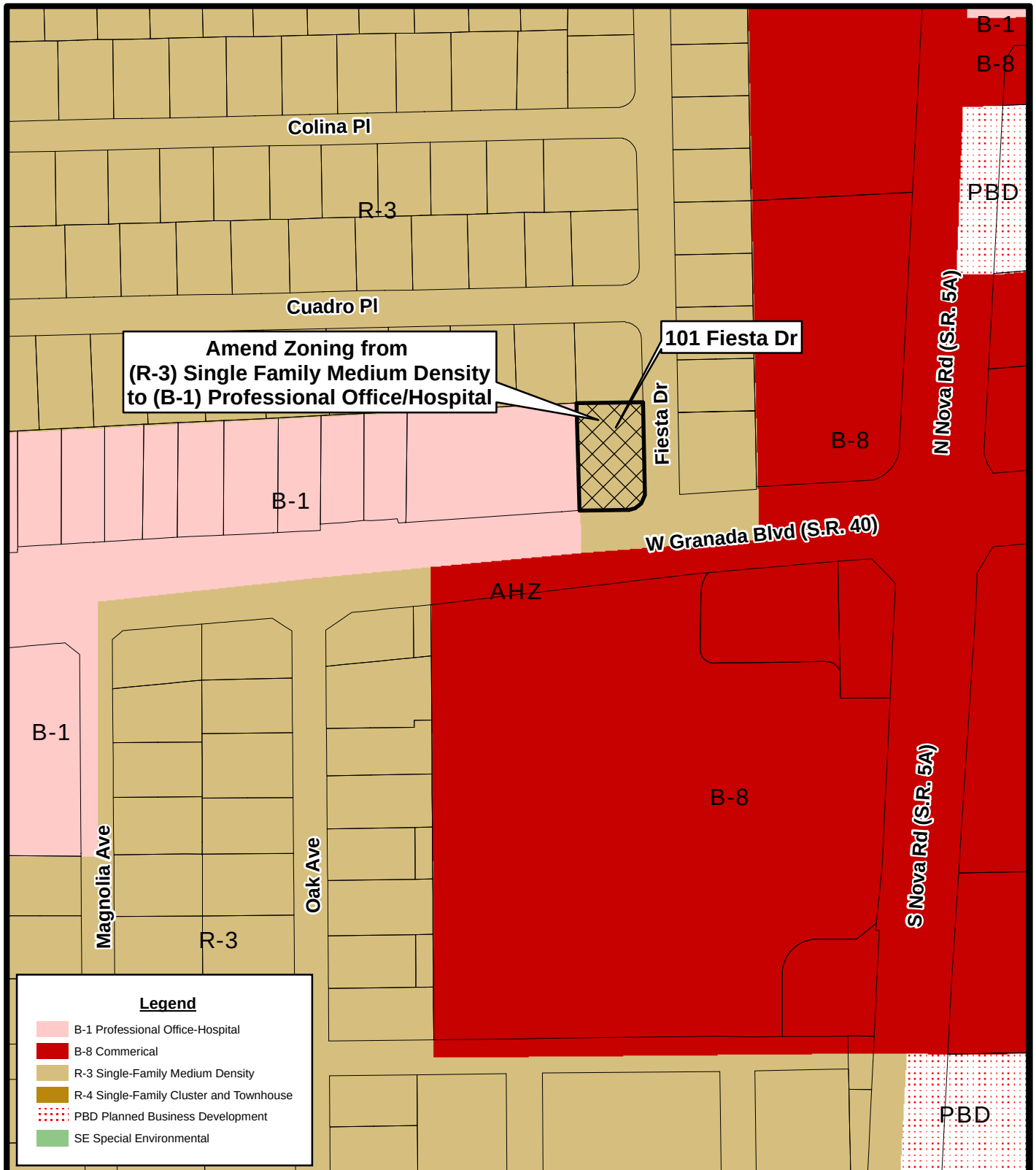
**OWNER:****PARCEL ID:****LOCATION ADDRESS:**

MURPHY DUGAN LLC

4220-01-00-0450

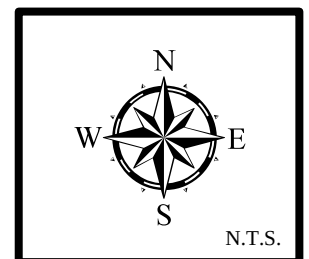
101 FIESTA DRIVE, ORMOND BEACH,
FLORIDA 32174

EXHIBIT "B"



PROPOSED ZONING MAP
101 FIESTA DR (4220-01-00-0450)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 7, 2022



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: December 8, 2022

SUBJECT: 101 Fiesta Drive, Zoning Map Amendment

APPLICANT: Murphy Dugan, LLC, property owner

NUMBER: LUPA 2023-003

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request for a zoning map amendment submitted by the property owner, Murphy Dugan, LLC, for an approximately 0.30 acres located at 101 Fiesta Drive from R-3, Single-Family Medium Density to B-1, Professional Office/Hospital. The subject property is located at 101 Fiesta Drive. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject property, 101 Fiesta Drive:



BACKGROUND: The subject property is approximately 0.30 acres and is currently a single-family house owned by the applicant. The current land use map designation is “Low Density Residential” and the zoning classification is R-3, Single-Family Medium Density. The property was platted as lot 45 of the Fiesta Heights Sub. recorded on January 21, 1960. The single family house was constructed in 1966 per the Volusia County Property Appraiser website. The property survey shows that the lot is approximately 85’ in width and 150 in depth.

The land use and zoning applications are related to the property at 801 West Granada Boulevard, Hamlin and Associates. This property and building have been substantially renovated and there is a desire to expand the parking area of 801 West Granada Boulevard to include the property at 101 Fiesta Drive. Below are Google pictures of the building renovations:

EXHIBIT 2: Google pictures of 801 West Granada Boulevard from 2017 and 2022:



There is a companion land use map amendment to this zoning map amendment that seeks to amend the subject property from “Low Density Residential” to “Residential, Office, Retail”. The land use application limits the Floor Area Ratio to zero and the residential units allowed to zero with the intention of developing a parking lot in association with the Hamlin & Associates building at 801 West Granada Boulevard.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 3: Tentative zoning amendment schedule:

Action	Date
Planning Board	December 8, 2022
City Commission 1 st Reading	February 21, 2023
City Commission 2 nd Reading	March 7, 2023

The following public notices have or are required to occur:

EXHIBIT 4: Public Notice:

Public Notice	Date	Notes
Courtesy letters for Planning Board	November 16, 2022	300' radius
Newspaper advertisement for Planning Board	November 22, 2022	
Abutter letters for City Commission meetings	February 11, 2023	300' radius
Newspaper advertisement for City Commission, 2 nd reading	February 24, 2023	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1032/101-Fiesta-Drive> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-15(D)(3) of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-15(E) (1-10) of the Land Development Code which are analyzed below:

- 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 purpose of the zoning map amendment is to make the 0.30 acres a B-1, Professional Office/Hospital zoning designation in order to allow a parking lot. The parking lot development would require approval of the Site Plan Review Committee (SPRC) after a neighborhood meeting. Based on the property characteristics, the site

plan would require a masonry wall along the rear and side corner property lines. Landscaping would be required on all property lines and the frontage along West Granada Boulevard is designated in the Greenbelt Gateway Preservation District. The existing development pattern along this portion of West Granada Boulevard has lands that are and used to be single-family homes designated as B-1, Professional Office/Hospital with policy direction to require commercial uses.

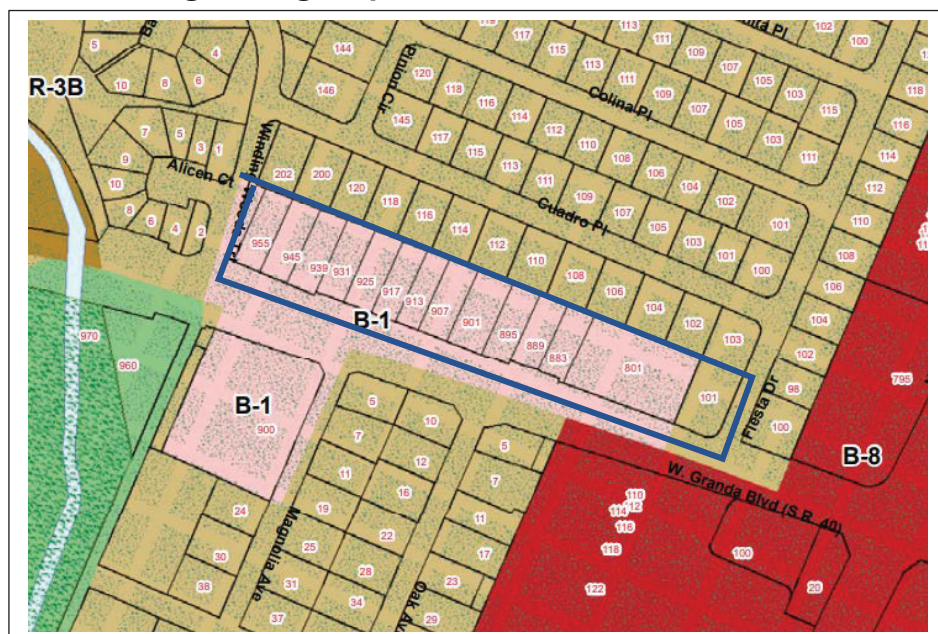
The Future Land Use Map designation is undergoing an amendment to “Residential, Office, Retail”. Section 2-02 of the Land Development Code, Future land use map designations and zoning districts, provides the following compatible zoning districts with the “Residential, Office, Retail”:

EXHIBIT 55: Section 2-02 of the Land Development Code, compatible land use designation and zoning districts:

ROR, Residential, Office, Retail	B-1, Professional Office/Hospital
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development

The “Residential, Office, Retail” land use offers several options for compatible zoning districts. The B-1, Professional Office/Hospital is the most appropriate based on the existence of other B-1, Professional Office/Hospital zoned properties in the immediate area. The B-9 Boulevard and B-10 Suburban Boulevard are utilized for larger parcels along the West Granada Boulevard and Clyde Morris Boulevard corridors. The zoning map amendment will not adversely affect public health, safety, welfare, or the quality of life.

EXHIBIT 6: Existing zoning map for the area:



2. The proposed development is consistent with the Comprehensive Plan.

The zoning map amendment is consistent with the goal, objective, and policies of the Future Land Use Element as shown below:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

POLICY 1.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

The redevelopment of building at 801 West Granada Boulevard was a substantial improvement in the West Granada Boulevard corridor. As an office use, the provision of parking is an important attribute. The expansion of the parking area in combination with the property at 801 West Granada Boulevard along a principal arterial road is appropriate.

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.

Site development applications are required to provide analysis of environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells. The property is developed and there are no wetlands or environmentally sensitive attributes to the subject property. The zoning map amendment does not approve a specific development plan and this criterion would be reviewed as part of a development application.

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 proposed zoning map amendment is consistent with the property's proposed future land use designation and staff does not believe the project would depreciate the value of surrounding vacant property. The development of a site plan will be important in the development of the property and would include a neighborhood meeting. The project will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

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.

Adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds would be reviewed at the submission of a site plan. Based on the change of land use designation and zoning classification, the proposed parking lot use would have less infrastructure impacts than the current land use and zoning entitlements.

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 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 would be reviewed with the submittal of a site plan. The analysis with the land use amendment determined that the land use and zoning map amendments reduce the maximum traffic impacts allowed.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed so the criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed so the criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed so the criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Chapter 1, Article II, Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services be less as a result of the requested zoning map amendment from the existing zoning district designation of R-3, Single-Family Medium Density to B-1, Professional Office/Hospital; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Plan Map designation of “Residential, Office, Retail”.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a zoning map amendment for an approximately 0.30 acres located at 101 Fiesta Drive from R-3, Single-Family Medium Density to B-1, Professional Office/Hospital.

Attachments:

ATTACHMENT 1: Proposed Zoning Map

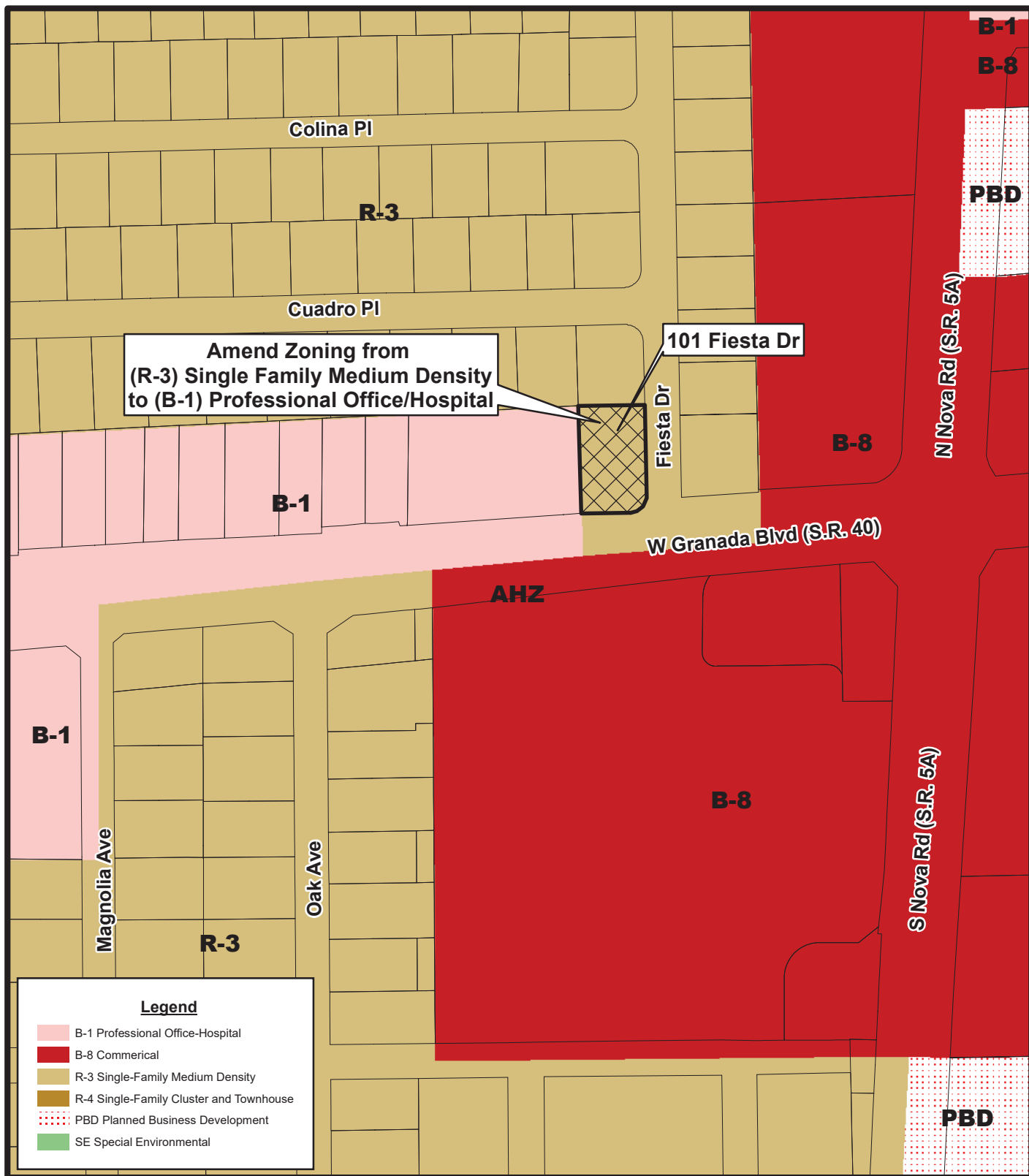
ATTACHMENT 2: Site pictures, Land Use, Location and Aerial maps

ATTACHMENT 3: Sketch & legal description

ATTACHMENT 4: Section 2-22, B-1, Professional Office/Hospital

ATTACHMENT 1

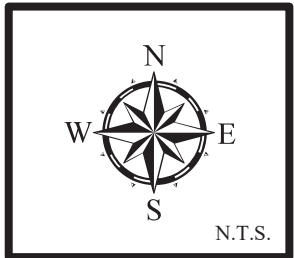
Proposed Zoning Map



PROPOSED ZONING MAP

101 FIESTA DR (4220-01-00-0450)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 7, 2022



ATTACHMENT 2

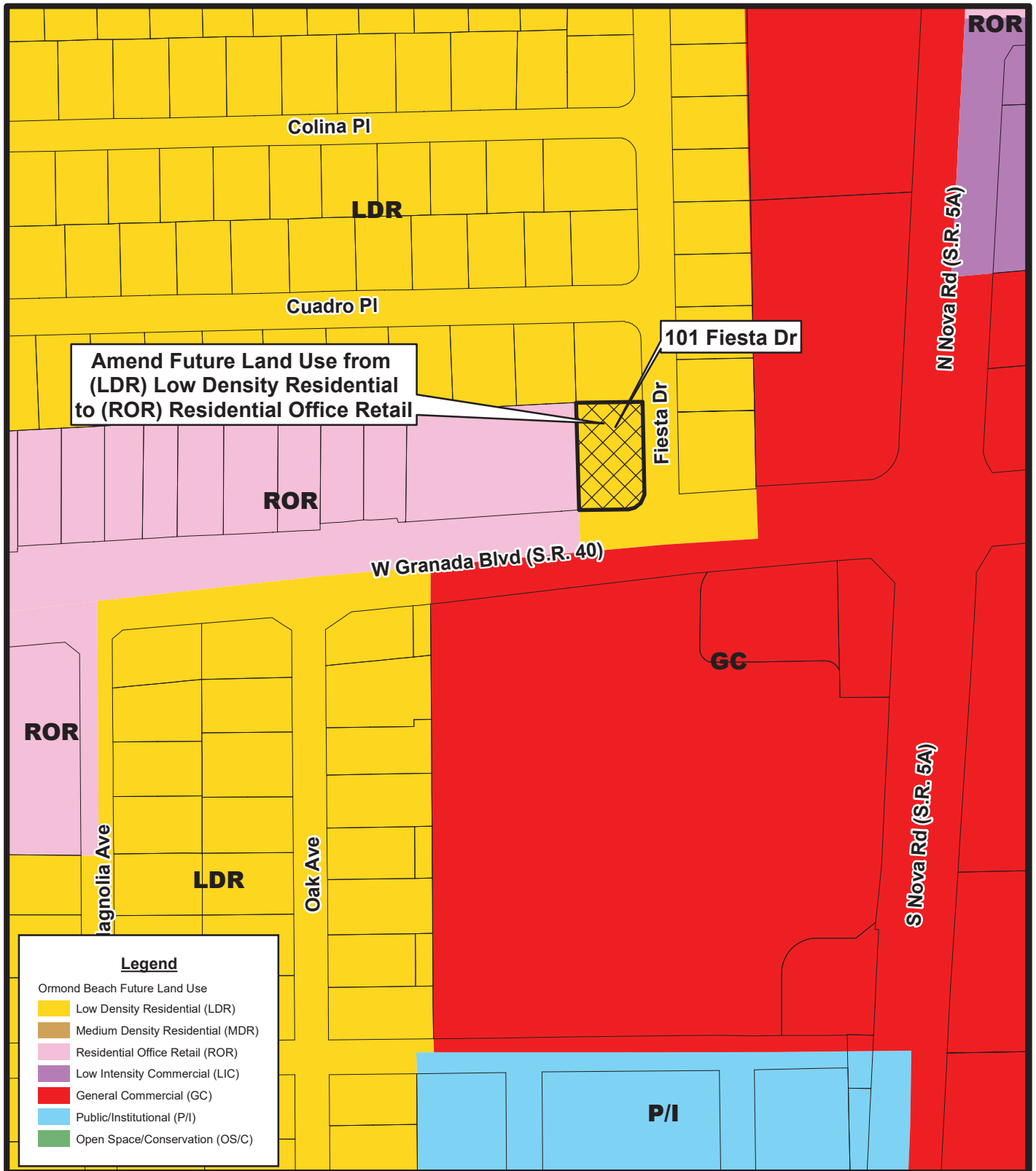
Land Use, Location and Aerial maps



AERIAL MAP **101 FIESTA DR (4220-01-00-0450)**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 7, 2022

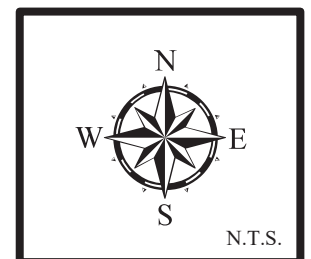


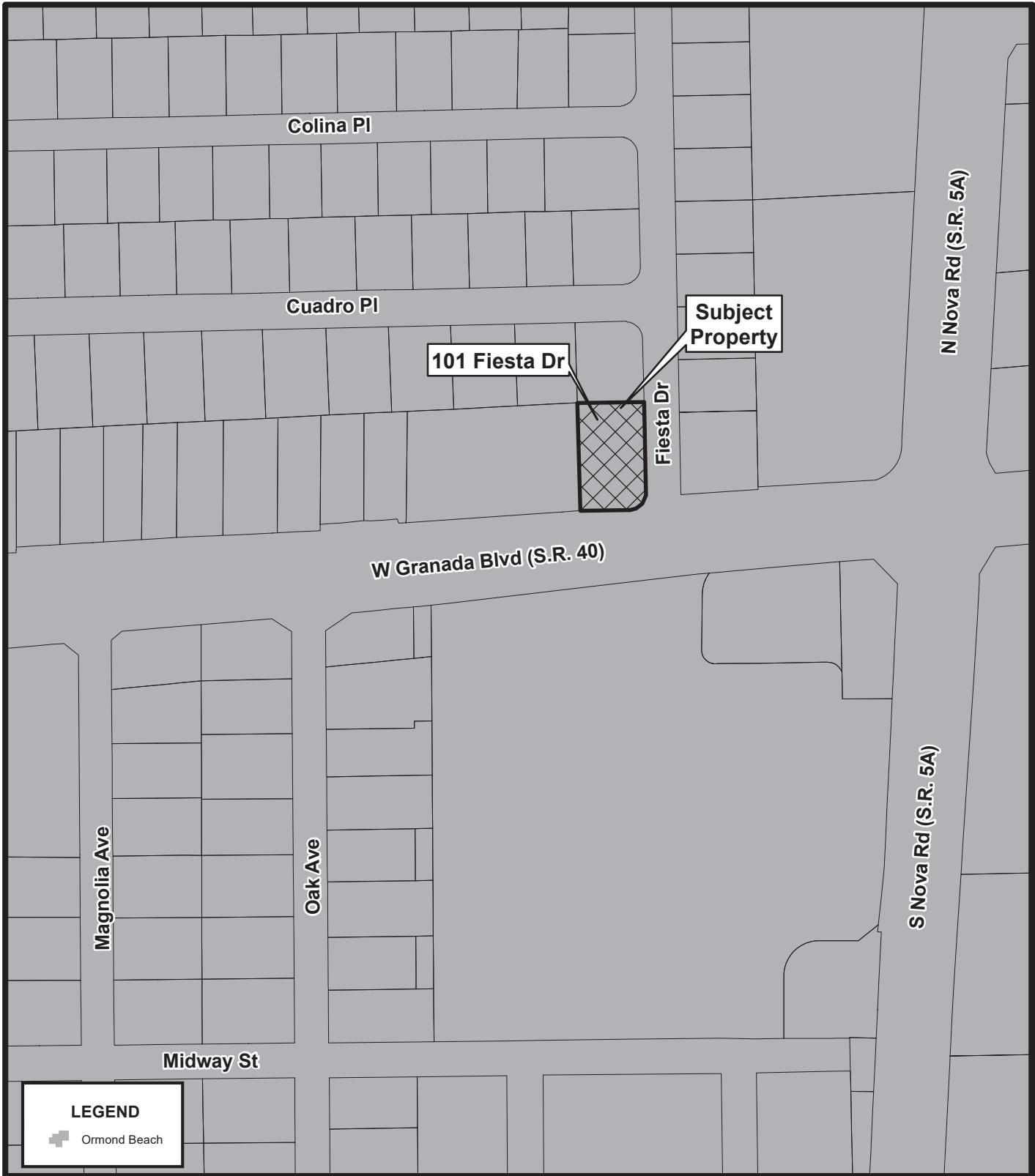


PROPOSED FUTURE LAND USE MAP

101 FIESTA DR (4220-01-00-0450)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 7, 2022





LOCATION MAP

101 FIESTA DR (4220-01-00-0450)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 7, 2022





101 Feista Drive, looking west



101 Feista Drive, looking west

ATTACHMENT 3

Sketch and legal
description

LOT 45 FIESTA HTS SUB MB 26 PG 14 PER OR 4745 PG 4781 PER OR 7324
PG 2502 PER OR 7562 PG 311 PER OR 8248 PG 2208 PER OR 8251 PG 2475

LOT 3 LOT 2 LOT 1 LOT 4

FIESTA HEIGHTS SUBDIVISION
2ND ADDITION
M.B. 35, P.G. 50

G.R.B. 7403, PG. 2774

G.R.B. 6334, PG. 2305

G.R.B. 5794, PG. 4981

FD. 1/2" R (LB 2553)
1.26'S & 0.96"W
FD. 4" M (BROKEN)
5.14' N & 0.92"W
FENCE CORNER 0.37' & 0.52'

BOUNDARY ACCORDING TO
SURVEY PREPARED BY
LANGFORD SURVEYING CO.,
INC., PROJECT NO.
10-05-2007, DATED 10/10/07

FIESTA HEIGHTS SUBDIVISION
M.B. 26, PG. 14

CONCRETE DRIVE

COVERED ENTRY

1 BLOCK BUILDING
RESIDENCE (FOOT
F.F.E.=31.66

4" MASONRY
DEGREE WALL
W/ 2" X 4" BRICK
COLUMNS

FD. 5/8" R (LS 3992)

POINT OF BEGINNING
FD. 2" P (NO 6)

FD. 5/8" R (LB 4335)
IN ASPHALT PAVEMENT
EL.=33.18 (NAVD 88)

2" TYPE "Y"
CURB & GUTTER

STATE ROAD NO. 40
(W. GRANADA BLVD.)
(R/W WIDTH VARIES PER FDOT R/W
MAP SECTION 79100-2516)

10/11/11

Page 386 of 455

ATTACHMENT 4

Section 2-22, B-1,
Professional Office/Hospital

Sec. 2-22. B-1, Professional Office/Hospital Zoning District.

A. PURPOSE: The purpose of the Professional Office/Hospital (B-1) Zoning District is to provide areas primarily for professional offices, institutional uses, also allowing multifamily residential, and retail uses with special emphasis given to sound architectural design practices, site planning, landscaping and sign location.																
B. DIMENSIONAL STANDARDS																
1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks								
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody				
Nonresidential Uses	—	40', Hospitals may be 55'	35%	75%	20,000 SF	100'	—	20	20'; 30' if abutting residential district; 5' additional combined side yard required for each story over 2.	10'	20'	30'				
Multifamily	8 (10 units per acre if 2 stories)	30'	35%	75%	43,560 SF	125'	—	30	20'; 30' if abutting residential district.	20'; 25' if abutting a single-family residential district; 5' additional combined side yard required for each story over 2.	20'	30'				
C. PERMITTED USES			D. CONDITIONAL USES			E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS							
1. Adult Day Care Center 2. Assisted Living Facility 3. Business/Professional Office 4. Business Service 5. Financial Institution 6. Hospital 7. Instructional physical activity 8. Medical Research Laboratory 9. Medical Supply/Rental 10. Nursing Home 11. Pharmacy 12. School, Public 13. Veterinarian			1. Child Care Facility 2. Community Residential Home 3. Dwelling, Multifamily 4. Family Day Care Home 5. Historic Preservation Mixed Use 6. House of Worship 7. Parks and Recreation Facilities, Private 8. Parks and Recreation Facilities, Public 9. Personal Services 10. Public Facilities 11. Public Utilities 12. Recreation Facilities 13. Restaurant, Type A 14. Restaurant, Type B 15. Retail Sales and Service 16. School, Private 17. Telecommunication Tower/Antennas, Camouflaged 18. Wind Energy System			1. Cemetery 2. Funeral Home 3. Outdoor Activity 4. Outdoor Storage 5. Recreation Facilities, Outdoor 6. Restaurant Type C			All development must comply with setback requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV). 4. Multifamily residential dwelling units shall have the following minimum square footage per bedroom: <table><tr><td>One = 750 SF</td><td>Three = 1,050 SF</td></tr><tr><td>Two = 900 SF</td><td>Each Additional Bedroom = 150 SF</td></tr></table>				One = 750 SF	Three = 1,050 SF	Two = 900 SF	Each Additional Bedroom = 150 SF
One = 750 SF	Three = 1,050 SF															
Two = 900 SF	Each Additional Bedroom = 150 SF															
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.																

(Ord. No. 2015-11, § 2, 4-7-2015; Ord. No. 2015-16, §§ 3—5, 4-21-2015)

DRAFT

**Planning Board minutes
from
December 8, 2022**

ITEM:

Z 2023-003 – Zoning Map Amendment,
101 Fiesta Drive

notices that it does. Mr. Spraker continued that he cannot hold a neighborhood meeting but can communicate with the applicant to suggest one. He explained that a small scale and zoning map amendment go in front of the City Commission at different times, with the land use first and zoning after. He reiterated that the applicant understands the requests and hopes the applicant will hold a neighborhood meeting.

Mr. Allan Bonamy, 98 Fiesta Drive, commented that it does not make a difference if the neighborhood meeting is held later as the Planning Board has already voted to approve it. He continued that the neighborhood meeting should have been held prior. Chairman Thomas replied that the Board voted to approve the Comprehensive Plan use change to allow the parking lot. The next item is the zoning map where it is voted on whether to change the zoning of that piece of property. Chairman Thomas asked for Mr. Spraker to elaborate on the advantage of having the neighborhood meeting following the approvals.

Mr. Spraker stated while not required, staff would encourage the neighborhood meeting and participate and do anything to help. The LDC requires a neighborhood meeting when there is 'construction' and an associated 'site plan'. At this time there is a site plan for a concept to show that it will not be used for anything other than a parking lot.

Mr. Holub added that the risk is once the land use is changed and the zoning is changed with 0 density and 0 FAR, Mr. Hamlin is stuck with a piece of property that can only be used for the existing home, parking lot or vacant piece of land that nothing can ever be built on due to the deed-restriction. He concluded that Mr. Hamlin wants to be a good neighbor and renovated a building that was an eyesore for years with homeless living there as well as a rat-infestation.

Mr. Bonamy expressed his skepticism because 50 years ago when they moved into Fiesta Heights, the Mayor at that time Mayor Bailey, advised them to know the zoning around their property prior to buying it. Chairman Thomas reemphasized the definition of deed-restricted, explaining that it cannot be changed forever. Mr. Bonamy referenced another property in the past that he was concerned about and in communication on with the city, the Rivergate Shopping Plaza. It was said that they were not going to vacate the two streets that they needed to build the plaza and the next week it was a yes.

Mr. Holub concluded that Mr. Bonamy referenced a good point. The zoning can be changed down the road and reassured that with a restricted covenant cannot be changed. Although not required, he offered to record a deed-restricted covenant on the corner parcel once the site plan is approved as a part of the conditions.

Scott McKee, Assistant City Attorney, confirmed that it can be added as a condition to the next item that the property has a deed restriction or restricted covenant.

F. RZ 2023-004 – Zoning Map amendment, 101 Fiesta Drive

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve RZ 2023-004 – Zoning Map amendment, 101 Fiesta Drive with the covenant of the deed restriction and/or restricted covenant. Mr. Scudiero seconded. Vote was called, and the motion was approved (5-0).

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 7.B
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-16	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	LDC Amendment: Section 1-28, Utility Installation Fees (Meters)			
Budget Impact:	The LDC amendment seeks to assess the actual costs of meter installation and the budget impact should be neutral.			
Summary:	This is an administrative amendment to the LDC, Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-28, Utility installation fees, to update the fee schedule for meter costs.			
Recommended Action:	It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-28, Utility installation fees, to update the fee schedule for meter costs, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		2/17/2023		
Claire Whitley, Assistant City Manager		2/22/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: March 7, 2023
Subject: LDC Amendment: Section 1-28, Utility Installation Fees (Meters)
Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-28, Utility installation fees, to update the fee schedule for meter costs.

Background

Section 1-28, Utility installation fees, of the LDC contains the required fees for meter installation. The purpose of this amendment is to update the meter installation fee schedule consistent with current costs provided by Utilities Department staff for the meter and installation.

Discussion

The proposed amendment seeks to update the LDC to assess the meter costs to construction projects in need of a utility meter. The amendment seeks to assess the costs of the meter to the construction project.

PLANNING BOARD REVIEW

The Planning Board reviewed the LDC amendment at the February 9, 2023 meeting and recommended approval by a 7-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this item.

Budget Impact

The LDC amendment seeks to assess the actual costs of meter installation and the budget impact should be neutral.

Citizen Impact

There is no citizen impact anticipated with this LDC amendment.

Recommendation

It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-28, Utility installation fees, to update the fee schedule for meter costs, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.

Attachments:

1. 23-16 LDC Amendment, Utility Installation Fees, Section 1-28 (P23-0035G)
2. 02.09.2023, LDC Amendment, Section 1-28, Utility installation fees (meters)
3. Draft PB Minutes, Utility Installation Fees

Approvals:



Kelly McGuire, Finance Director

Date: February 17, 2023



Claire Whitley, Assistant City Manager

Date: February 22, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023

ORDINANCE NO. 2023-16

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-28, UTILITY INSTALLATION FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE FEE SCHEDULE FOR METER COSTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-28, Utility installation fees, of the City of Ormond Beach *Land Development Code*, to update the fee schedule for meter costs, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on February 9, 2023, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-28, Utility installation fees, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

Sec. 1-28. Utility installation fees.

- (a) *Potable water.* Meter installation fees for connection to the potable water system shall be paid prior to the issuance of a building permit or the provision of such service in accordance with the following schedule:

Connection Meter Size	Visual Read	Charges Touch-Read	Radio Read
¾-inch	\$200.00	\$250.00	\$360.00
1-inch	\$270.00	\$310.00	\$420.00
1½ inches	N/A	N/A	\$550.00
2 inches	N/A	N/A	\$680.00
3 inches	N/A	N/A	\$2,300.00
4 inches and over	N/A	N/A	Actual material and labor cost

<u>Connection Meter Size</u>	<u>Meter Costs</u>
<u>¾-inch</u>	<u>\$425.00</u>
<u>1-inch</u>	<u>\$575.00</u>
<u>1½ inches</u>	<u>\$950.00</u>
<u>2 inches</u>	<u>\$1,275.00</u>
<u>3 inches</u>	<u>\$3,650.00</u>
<u>4 inches and over</u>	<u>Actual material and labor cost</u>

The actual connection charge may be greater than said minimum charge, if the actual cost to the city is greater than the minimum charges set forth in the schedule in this subsection.

- (b) *Sanitary sewer.* ***No change to existing text***
(c) *Reclaimed water.* ***No change to existing text***

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, phrase, clause, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 7th day of March, 2023.

PASSED UPON at the second and final reading of the City Commission, this 21st day of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: February 9, 2023

SUBJECT: LDC amendment: Section 1-28, Utility installation fees (meters)

APPLICANT: Administrative

NUMBER: LDC 2023-016

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-28, Utility installation fees, to update the fee schedule for meter costs.

BACKGROUND: Section 1-28, Utility installation fees, of the Land Development Code contains the required fees for meter installation. The purpose of this amendment is to update the meter installation fee schedule consistent with current costs provided by Utilities Department staff for the meter and installation.

ANALYSIS: The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

Section 1-28 of the Land Development Code:

Sec. 1-28. Utility installation fees.

- (a) *Potable water.* Meter installation fees for connection to the potable water system shall be paid prior to the issuance of a building permit or the provision of such service in accordance with the following schedule:

Connection Meter Size	Visual Read	Charges Touch Read	Radio Read
<u>¾ inch</u>	\$200.00	\$250.00	\$360.00
<u>1 inch</u>	\$270.00	\$310.00	\$420.00
<u>1½ inches</u>	N/A	N/A	\$550.00
<u>2 inches</u>	N/A	N/A	\$680.00
<u>3 inches</u>	N/A	N/A	\$2,300.00
<u>4 inches and over</u>	N/A	N/A	Actual material and labor cost

<u>Connection Meter Size</u>	<u>Meter Costs</u>
<u>¾-inch</u>	<u>\$425.00</u>
<u>1-inch</u>	<u>\$575.00</u>
<u>1½ inches</u>	<u>\$950.00</u>
<u>2 inches</u>	<u>\$1,275.00</u>
<u>3 inches</u>	<u>\$3,650.00</u>
<u>4 inches and over</u>	<u>N/A</u>

The actual connection charge may be greater than said minimum charge, if the actual cost to the city is greater than the minimum charges set forth in the schedule in this subsection.

- (b) *Sanitary sewer. ***No change to existing text****
- (c) *Reclaimed water. ***No change to existing text****

CONCLUSION: Section 1-15(d)(3) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 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 proposed amendment seeks to update the Land Development Code to assess the meter costs to construction projects in need of a utility meter. The amendment seeks to assess the costs of the meter to the construction project. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

- 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 proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

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 proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

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.**

The proposed Land Development Code amendment seeks to modify to expiration timeframe for variance approvals. The amendment would not have a negative impact to public facilities.

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.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

10. **The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV,

Schedule of Development Review and Impact Fees, Section 1-28, Utility installation fees, to update the fee schedule for meter costs, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Chapter 1 – General Administration, Article IV. – Schedule of Development Review and Impact Fees

Sec. 1-28. Utility installation fees.

- (a) *Potable water.* Meter installation fees for connection to the potable water system shall be paid prior to the issuance of a building permit or the provision of such service in accordance with the following schedule:

Connection Meter Size	Visual Read	Charges Touch Read	Radio Read
¾-inch	\$200.00	\$250.00	\$360.00
1-inch	\$270.00	\$310.00	\$420.00
1½ inches	N/A	N/A	\$550.00
2 inches	N/A	N/A	\$680.00
3 inches	N/A	N/A	\$2,300.00
4 inches and over	N/A	N/A	Actual material and labor cost

<u>Connection Meter Size</u>	<u>Meter Costs</u>
<u>¾-inch</u>	<u>\$425.00</u>
<u>1-inch</u>	<u>\$575.00</u>
<u>1½ inches</u>	<u>\$950.00</u>
<u>2 inches</u>	<u>\$1,275.00</u>
<u>3 inches</u>	<u>\$3,650.00</u>
<u>4 inches and over</u>	<u>N/A</u>

The actual connection charge may be greater than said minimum charge, if the actual cost to the city is greater than the minimum charges set forth in the schedule in this subsection.

- (b) *Sanitary sewer.* ***No change to existing text***
(c) *Reclaimed water.* ***No change to existing text***

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

DRAFT

**Planning Board minutes
from
February 9, 2023**

ITEM:

SE 2023-016

LDC amendment: Section 1-28, Utility
installation fees (meters)

Florida Building Code will be submitted. Ms. Mason-Teague went on to explain that alternative locations were considered but there were many different elevations through the gardens, a large turtle pond and locating closer to the building would be disruptive to the gardens in terms of paths that would have to be altered and possibly trees and shrubbery removed. Also, she explained that the Community does not want to see a change in the gardens.

Mr. du Moulin inquired how long the pod has been leased. Ms. Mason-Teague explained two years with no complaints.

Ms. Shull asked what type of equipment will be stored. Ms. Mason-Teague explained no gas equipment will be stored. Yellowstone provides the landscaping with gas powered equipment.

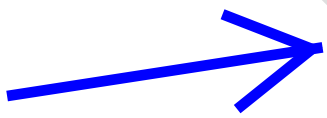
Chairman Thomas asked if the shed could have been moved on the other side where the stone is. Ms. Mason-Teague explained that there is one entryway in front of the cottage and a second entryway adjacent where the handicapped parking is and it would be like locating the building in the middle of the parking lot.

Mr. Railsback asked about consideration in locating it opposite the driveway in the natural area. Ms. Mason-Teague stated there were setback issues with that location.

Mr. Scudiero asked why the storage was not planned to be in the new building. Ms. Mason-Teague explained that where the storage was, it is an all new structure with the expansion of the gallery space.

Mr. Galloway motioned to approve SE 2023-20, 78 East Granada Boulevard, Ormond Memorial Art Museum & Gardens, Cottage Style Garden Shed. Mr. Jorczak seconded it. Vote was called, and the motion was approved (7-0).

B. LDC 2023-016, Land Development Code amendment: Section 1-28, Utility installation fees



Mr. Spraker, Planning Director, stated that this is a Land Development Code amendment to update the fee schedule for meter costs. He continued that Planning staff worked with Utility staff and noted utility costs have increased over the years. He explained that the slide displayed is the actual costs for installing meters for new residential and commercial development.

Mr. Scudiero asked why the Ordinance language could not be worded to allow an increase in costs instead of having to bring it back to the Board for review each time. Mr. Spraker explained that there would be too much uncertainty for anyone building. Whereas now, they can check the Ordinance and know the cost.

Mr. Jorczak motioned to approve LDC 2023-017, Land Development Code amendment: Section 1-28, Utility installation fees. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

C. LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and walls

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC).

Mr. du Moulin asked if this is to provide more flexibility in the fence location similar to what was done for his HOA so that it looks good. Mr. Spraker responded that it would but only through a multi-departmental review such as utilities, landscaping, site visibility, etc.

Planning Board members discussed the fence requirements along the side, side corner, and waterfront yards.

Mr. Railsback inquired if the amendment language will prevent going beyond what is conforming. Mr. Spraker confirmed that the maximum relief would be to the property line and the amendment does not allow any fences in any right-of-way.

Mr. Galloway motioned to approve LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and Walls. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. LDC 2023-018, Land Development Code amendment: Section 4-03, Site Plan Review Committee (SPRC) established

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code Site Plan Review Committee section, amending the SPRC coordinating liaison and updating the process for neighborhood meetings.

Mr. Spraker continued that there are two parts to the proposed amendment: 1) Change the existing language designating a city SPRC coordinating liaison to assign the Planning Director (or designee) instead, and 2) Changes regarding Neighborhood meetings by a) amending the meeting name to "neighborhood" for consistency b) requiring a meeting pre-approval with written approval from city staff at least five business days before the applicant mails meeting notice; c) requiring meetings to be held Monday through Thursday between 5 p.m. – 8 p.m.; d) requiring site postings, one for each frontage with 2' by 3' signs; and e) requiring a written summary of the meeting to be provided to city staff.

There was discussion regarding frequency, notice, and posting of neighborhood meetings among the Board members. Mr. Spraker clarified that this amendment is to require the one minimum meeting and the 2' x 3' sign posting (same as the variance sign).

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 7.C
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-17	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	LDC Amendment: Section 2-50(n) Fences and Walls			
Budget Impact:	There are no budget impacts as the result of the proposed LDC amendment.			
Summary:	This is an administrative amendment to the LDC, Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50(n)(2), In general, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the SPRC.			
Recommended Action:	It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50(n)(2), In general, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC). The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		2/17/2023		
Claire Whitley, Assistant City Manager		2/22/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: March 7, 2023
Subject: LDC Amendment: Section 2-50(n) Fences and Walls
Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50(n)(2), In general, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC).

Background

Section 2-50 (n) of the LDC contains the regulations for the installation of fences and walls. Section 2-50(n)(2)(f) of the LDC states, "No fence or wall shall be any closer than three feet (3') to any right-of-way line." The purpose of the regulation is to provide a setback from the fence to the right-of-way. Staff has noted that there are a wide range of wall and fence applications with a variety of existing conditions. Site conditions have included properties abutting platted rights-of-way that are not constructed, through lots, and wide rights-of-way with no sidewalks. The proposed LDC amendment does not allow fences or walls in the right-of-way under any condition or apply to side interior or rear yards that do not abut a right-of-way.

Other LDC sections have the ability to reduce or eliminate setbacks after review of city staff. One example is the site signage section that allows the Planning Director to reduce or waive the required five (5') foot sign setback based on site-specific conditions. There is belief that the purpose of the three (3') foot fence setback is valid, but there are site-specific conditions that may penalize the property owner. Planning staff is seeking an amendment to allow a setback reduction for fences with review and action by the Site Plan Review Committee. Planning staff believe the multi-department review would consider items such as landscaping, utilities, site design, and site visibility.

Discussion

The proposed amendment seeks to allow a process to seek a reduction for fence setbacks. Ormond Beach is a developed community and there are a variety of lots with site-specific conditions. Planning staff believe that the regulation for fence setbacks is valid and protects public sidewalks, utilities and site visibility. There are applications with unique conditions, such as un-open rights-of-way, through lots, and wide rights-of-way with no sidewalk, that penalize property owners with an additional setback that is not needed.

PLANNING BOARD REVIEW

The Planning Board reviewed the LDC amendment at the February 9, 2023 meeting and recommended approval by a 7-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this item.

Budget Impact

There are no budget impacts as the result of the proposed LDC amendment.

Citizen Impact

Residents have expressed frustration with a three (3') setback under certain conditions. The proposed LDC amendment would provide an option other than a variance and provides a multidepartment review of the fence setback.

Recommendation

It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50(n)(2), In general, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC). The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.

Attachments:

1. 23-17 LDC Amendment, Fences and Walls, Section 2-50(n) (P23-0034G)
2. 02.09.2023, LDC Amendment, Section 2-50, Fences and walls
3. Draft PB Minutes, Fences & Walls setback

Approvals:



Kelly McGuire, Finance Director

Date: February 17, 2023



Claire Whitley, Assistant City Manager

Date: February 22, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023

ORDINANCE NO. 2023-17

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (N), FENCES AND WALLS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO ALLOW A FENCE OR WALL SETBACK LESS THAN THREE FEET (3') TO A RIGHT-OF-WAY WITH REVIEW AND APPROVAL OF THE SITE PLAN REVIEW COMMITTEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, Subsection (n) Fences and Walls, of the City of Ormond Beach *Land Development Code*, to allow a fence setback less than three feet (3') to a right-of-way with review and approval of the Site Plan Review Committee (SPRC), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on February 9, 2023, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH,
FLORIDA, THAT:**

SECTION ONE. Subsection (n), Fences and Walls, of Section 2-50, Accessory uses, of Article III, General Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-50. Accessory uses.

(n) *Fences and walls.* Fences and walls are intended to promote privacy, screening, separation, security, erosion control, or to serve other necessary and reasonable functions.

(1) *Building permit required.* ***No change in existing text***

(2) *In general.*

- a. Other than for retaining walls deemed necessary by the city engineer, all height, location and design restrictions are addressed pursuant to this Land Development Code.
- b. No fence or wall shall be erected, altered, or located in any way that violates the clear sight triangle. (See definition and illustration 1 in subsection (n)(17)a of this section.)
- c. Fences and walls are not permitted in the conservation easement.
- d. Fences and walls may be permitted in the drainage easement provided approval is granted by the engineering and utilities division of the city.
- e. Fences and walls may be placed within the utility easement provided such fencing can be removed, if necessary, by the requesting utility agency and shall conform to the provisions in this Land Development Code. Replacing the fence shall be the property owner's responsibility and shall also conform to the provisions in this Land Development Code.
- f. No fence or wall shall be any closer than three feet (3') to any right-of-way line: unless approved by the Site Plan Review Committee for a lesser setback based on site specific conditions. In reviewing requests for a reduced setback to a right-of-way, the Site Plan Review Committee shall consider the existence of sidewalks, site visibility, utilities, and any other condition that would impact a fence or wall setback.

- (3) *Permitted fence and wall maximum heights. ***No change in existing text****
- (4) *Chainlink fences. ***No change to existing text****
- (5) *Commercial/multifamily fence and wall height exceptions. ***No change to existing text****
- (6) *Vacant and undeveloped lots. ***No change to existing text****
- (7) *Temporary construction fencing. ***No change to existing text****
- (8) *Noise attenuation barriers. ***No change to existing text****
- (9) *Wall columns. ***No change to existing text****
- (10) *Orientation. ***No change to existing text****
- (11) *Materials. ***No change to existing text****
- (12) *Entrance gates. ***No change to existing text****
- (13) *Entrance walls. ***No change to existing text****
- (14) *Buffer walls required. ***No change to existing text****
- (15) *Double frontage walls. ***No change to existing text****
- (16) *Maintenance. ***No change to existing text****
- (17) *Clear sight triangle. ***No change to existing text****

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, phrase, clause, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 7th day of March, 2023.

PASSED UPON at the second and final reading of the City Commission, this 21st day of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: February 9, 2023

SUBJECT: Land Development Code (LDC) amendment: Section 2-50(n)
Fences and walls

APPLICANT: Administrative

NUMBER: LDC 2023-017

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50(n)(2), In general, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC).

BACKGROUND: Section 2-50 (n) of the Land Development Code contains the regulations for the installation of fences and walls. Section 2-50(n)(2)(f) of the Land Development Code states, "No fence or wall shall be any closer than three feet (3') to any right-of-way line." The purpose of the regulation is to provide a setback from the fence to the right-of-way. Staff has noted that there are a wide range of wall and fence applications with a variety of existing conditions. Site conditions have included properties abutting platted rights-of-way that are not constructed, through lots, and wide rights-of-way with no sidewalks.

Other Land Development Code sections have the ability to reduce or eliminate setbacks after review of city staff. One example is the site signage section that allows the Planning Director to reduce or waive the required five (5') foot sign setback based on site specific conditions. Planning staff believes the purpose for the three (3') fence setback is valid, but there are site specific conditions that may penalize the property owner. Planning staff is seeking an amendment to allow a setback reduction for fences with review and action by the Site Plan Review Committee. Planning staff believes the multi-department review would consider items such as landscaping, utilities, site design, and site visibility.

ANALYSIS: The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Section 2-50(n)(2)(f) of the Land Development Code

- f. No fence or wall shall be any closer than three feet (3') to any right-of-way line unless approved by the Site Plan Review Committee for a lesser setback based on site specific conditions. In reviewing requests for a reduced setback to a right-of-way, the Site Plan Review Committee shall consider the existence of sidewalks, site visibility, and utilities.

CONCLUSION: Section 1-15(d)(3) of the Land Development Code requires certain criteria to be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 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 proposed amendment seeks to allow a process to seek a reduction for fence setbacks. Ormond Beach is a developed community and there are a variety of lots with site specific conditions. Planning staff believes that the regulation for fence setbacks is valid and protects public sidewalks, utilities and site visibility. There are applications with unique conditions, such as un-open rights-of-way, through lots, and wide rights-of-way with no sidewalk, that penalize property owners with an additional setback that is not needed. It is not expected that the proposed Land Development Code amendment would 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 would be tasked with reviewing requests for reduced setbacks. Appeals of the Site Plan Review Committee would go to the City Commission.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

- 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 proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

- 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 proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

- 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.

The proposed Land Development Code amendment seeks to allow a process for fence setback modifications. The amendment would not have a negative impact to public facilities.

- 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.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50(n)(2), In general, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC), as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Chapter 2 – District and General Regulations, Article III. – General Regulations

Sec. 2-50. Accessory uses.

(n) *Fences and walls.* Fences and walls are intended to promote privacy, screening, separation, security, erosion control, or to serve other necessary and reasonable functions.

(1) *Building permit required.*

- a. All fences shall require a permit prior to installation or erection. It shall be unlawful for any person to erect, alter or locate a fence within the city without first having made application for and having been issued a permit. A building permit is required for fence replacement or any repair of existing fences exceeding fifty percent (50%) of more of the linear frontage. Repair of existing fencing shall be required to be the same material as currently exists. An application for a fence permit shall include a full site plan showing:
 1. All structures on the site;
 2. All easements, rights-of-way and dedications;
 3. Location of the fence in relationship to the property boundary lines and all building and structures on the lot;
 4. Height and material of the fence;
 5. Scaled drawing of a fence section, if the fence must comply with openness requirements;
 6. Any other information requested by the city manager or designee which is necessary to make a compliance determination.

(2) *In general.*

- a. Other than for retaining walls deemed necessary by the city engineer, all height, location and design restrictions are addressed pursuant to this Land Development Code.
- b. No fence or wall shall be erected, altered, or located in any way that violates the clear sight triangle. (See definition and illustration 1 in subsection (n)(17)a of this section.)
- c. Fences and walls are not permitted in the conservation easement.
- d. Fences and walls may be permitted in the drainage easement provided approval is granted by the engineering and utilities division of the city.
- e. Fences and walls may be placed within the utility easement provided such fencing can be removed, if necessary, by the requesting utility agency and shall conform to the provisions in this Land Development Code. Replacing the fence shall be the

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

property owner's responsibility and shall also conform to the provisions in this Land Development Code.

- f. No fence or wall shall be any closer than three feet (3') to any right-of-way line unless approved by the Site Plan Review Committee for a lesser setback based on site specific conditions. In reviewing requests for a reduced setback to a right-of-way, the Site Plan Review Committee shall consider the existence of sidewalks, site visibility, utilities, and any other condition that would impact a fence or wall setback.
- (3) *Permitted fence and wall maximum heights. ***No change in existing text****
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- (5) *Commercial/multifamily fence and wall height exceptions. ***No change to existing text****
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Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

DRAFT

**Planning Board minutes
from
February 9, 2023**

ITEM:

SE 2023-017

Land Development Code (LDC)
amendment: Section 2-50(n) Fences
and walls

Mr. Jorczak motioned to approve LDC 2023-017, Land Development Code amendment: Section 1-28, Utility installation fees. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

C. LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and walls

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC).

Mr. du Moulin asked if this is to provide more flexibility in the fence location similar to what was done for his HOA so that it looks good. Mr. Spraker responded that it would but only through a multi-departmental review such as utilities, landscaping, site visibility, etc.

Planning Board members discussed the fence requirements along the side, side corner, and waterfront yards.

Mr. Railsback inquired if the amendment language will prevent going beyond what is conforming. Mr. Spraker confirmed that the maximum relief would be to the property line and the amendment does not allow any fences in any right-of-way.

Mr. Galloway motioned to approve LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and Walls. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. LDC 2023-018, Land Development Code amendment: Section 4-03, Site Plan Review Committee (SPRC) established

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code Site Plan Review Committee section, amending the SPRC coordinating liaison and updating the process for neighborhood meetings.

Mr. Spraker continued that there are two parts to the proposed amendment: 1) Change the existing language designating a city SPRC coordinating liaison to assign the Planning Director (or designee) instead, and 2) Changes regarding Neighborhood meetings by a) amending the meeting name to "neighborhood" for consistency b) requiring a meeting pre-approval with written approval from city staff at least five business days before the applicant mails meeting notice; c) requiring meetings to be held Monday through Thursday between 5 p.m. – 8 p.m.; d) requiring site postings, one for each frontage with 2' by 3' signs; and e) requiring a written summary of the meeting to be provided to city staff.

There was discussion regarding frequency, notice, and posting of neighborhood meetings among the Board members. Mr. Spraker clarified that this amendment is to require the one minimum meeting and the 2' x 3' sign posting (same as the variance sign).

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 7.D
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-18	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Land Development Code Amendment: Section 4-03, Site Plan Review Committee (SPRC) Established			
Budget Impact:	There is no additional cost to the city. Applicants that require neighborhood meetings would have an additional cost of the larger public hearing signage and installation.			
Summary:	This is an administrative amendment to the LDC, Chapter 4, Plan Review and Subdivision, Article I, Site Plan Review Procedures, Section 4-03, SPRC (SPRC) established, amending the SPRC coordinating liaison and updating the process for neighborhood meetings.			
Recommended Action:	It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 4, Plan Review and Subdivision, Article I, Site Plan Review Procedures, Section 4-03, Site Plan Review Committee (SPRC) established, amending the SPRC coordinating liaison and updating the process for neighborhood meetings, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		2/17/2023		
Claire Whitley, Assistant City Manager		2/23/2023		

Joyce Shanahan, City Manager

3/1/2023





CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: March 7, 2023
Subject: Land Development Code Amendment: Section 4-03, Site Plan Review Committee (SPRC) Established

Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 4, Plan Review and Subdivision, Article I, Site Plan Review Procedures, Section 4-03, Site Plan Review Committee (SPRC) established, amending the SPRC coordinating liaison and updating the process for neighborhood meetings.

Background

Section 4-03 of the LDC establishes the Site Plan Review Committee (SPRC). The SPRC is comprised of representatives from different city departments and reviews site plan applications. The proposed amendment has two parts:

1. Section (b) Designated city SPRC coordinating liaison. The proposed amendment assigns the Planning Director (or designee) as the coordinating liaison. The existing LDC states that one member of the SPRC would be designated as a liaison per application. The liaison could be different for different projects under the existing language.
2. Section (d)(6) Neighborhood compatibility meetings. Staff has proposed the following updates:
 - a. Amend the meeting name to "neighborhood." The existing text uses community and neighborhood interchangeably.
 - b. Require a meeting pre-approval. This requires written approval from city staff five business days before the applicant's meeting notice is mailed.
 - c. Date and time of neighborhood meeting. Require meetings to be held Monday through Thursday between 5:00 p.m. and 8:00 p.m.
 - d. Site posting. Require site posting, one for each street frontage. There is currently not a posting requirement for neighborhood meetings.
 - e. Record of the meeting. Requires a written summary be provided to city staff.

Discussion

The proposed amendment seeks to amend: (1) the SPRC coordinating liaison and (2) update the process for neighborhood meetings. The intent of the amendments to the process of the neighborhood meeting is to require coordination of the proposed meeting, provide perimeters of dates and times, require public notice, and require a summary from the applicant.

PLANNING BOARD REVIEW

The Planning Board reviewed the LDC amendment at the February 9, 2023 meeting and recommended approval by a 7-0 vote. The Planning Board recommended that the posting signage be the same size (4' by 4') as the Planning Board posting signage. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this item.

Budget Impact

There is no additional cost to the city. Applicants that require neighborhood meetings would have an additional cost of the larger public hearing signage and installation.

Citizen Impact

There is no citizen impact anticipated with this LDC amendment.

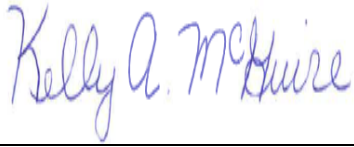
Recommendation

It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 4, Plan Review and Subdivision, Article I, Site Plan Review Procedures, Section 4-03, Site Plan Review Committee (SPRC) established, amending the SPRC coordinating liaison and updating the process for neighborhood meetings, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.

Attachments:

1. 23-18 LDC Amendment, SPRC Established, Section 4-03 (P23-0033G)
2. 02.09.2023 LDC Amendment Section 4-03 SPRC established
3. Draft PB Minutes, SPRC amendments

Approvals:



Kelly McGuire, Finance Director

Date: February 17, 2023



Claire Whitley, Assistant City Manager

Date: February 23, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023

ORDINANCE NO. 2023-18

AN ORDINANCE AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-03, SITE PLAN REVIEW COMMITTEE (SPRC) ESTABLISHED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE SPRC COORDINATING LIAISON AND UPDATING THE PROCESS FOR NEIGHBORHOOD MEETINGS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 4, Plan Review and Subdivision, Article I, Site Plan Review Procedures, Section 4-03, Site Plan Review Committee (SPRC) established, of the City of Ormond Beach *Land Development Code*, by amending the SPRC coordinating liaison and updating the process for neighborhood meetings, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on February 9, 2023, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH,
FLORIDA, THAT:**

SECTION ONE. Section 4-03, Site Plan Review Committee (SPRC) established, of Article I, Site Plan Review Procedures, of Chapter 4, Plan Review and Subdivision, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

Sec. 4-03. Site Plan Review Committee (SPRC) established.

- (a) *Membership.* ***No change in existing text***
- (b) *Designated city SPRC coordinating liaison.* ~~For each project reviewed, one (1) member of the SPRC shall be assigned as the~~ The planning director shall serve as the project coordinating liaison. The project liaison shall provide the applicant a single city contact responsible for coordinating the work of other city staff involved in the site plan review process. ~~The SPRC shall meet to review city staff comments and resolve any conflicts prior to presenting SPRC comments to the applicant. Issues requiring Land Development Code interpretation should be resolved between the planning director and the city engineer prior to meeting with the applicant. The same SPRC shall follow a single project from initial submittal to final approval. The assigned planner, development services engineer and landscape architect that comprise each respective SPRC shall be~~ After all SPRC members have approved a site plan, the planning director shall be responsible for final approval and signoff of site plans on behalf of the SPRC.
- (c) *Meetings of the SPRC.* ***No change in existing text***
- (d) *Scope of powers.*
 - (1) *Function.* The SPRC shall review all site plans, subdivisions, planned developments, conditional uses, and special exceptions as required and make a determination of the plan's acceptability and consistency with this Land Development Code and other applicable laws and ordinances.
 - (2) *Review powers.* The SPRC shall be responsible for conducting the review of development applications to ensure that the applications and related documentation comply with the technical standards established in the comprehensive plan, this Land Development Code and other relevant city ordinances. If an application is for a use that is allowed by right in a particular zoning district or otherwise not subject to a special exception or

rezoning to planned development (PBD, PRD, PID or PMHC), then the SPRC shall approve the application if it is consistent with the technical standards of the comprehensive plan and applicable regulations contained in this Land Development Code and the Code of Ordinances. For applications that require approval of a special exception or for a rezoning to planned development, the SPRC shall review and provide technical comments to the appropriate advisory boards and the city commission, subject to the procedures established in chapter 1, article II of this Land Development Code. If the SPRC determines that an application does not comply with the technical standards contained in the comprehensive plan, this Land Development Code or other relevant city ordinances, then the applicant shall be informed of the inconsistencies and the applications shall follow the procedures established in section 4-05.

- (3) *Alternative standard.* The planning director may accept an alternative standard to a prescribed standard provided a written request by the applicant has been received. The written request shall detail how the prescribed standard fails to address the purpose for which it was developed and how an alternative standard accomplishes the stated purpose. The granting of administrative relief from the standards of this Land Development Code requires the following:
 - a. Administrative relief may not exceed ten percent (10%) of a yard or area standard and shall be reviewed by the planning director in accordance with the criteria established for a variance under this Land Development Code. All other relief requests must comply with all the variance procedures of this Land Development Code.
 - b. If the request is approved by the planning director, such administrative relief shall be added to the site plan as a certificate with a signature block for the planning director.
 - c. Quarterly, the planning director shall provide to the planning board and city commission a report identifying all alternative standards and administrative relief granted.
 - d. Any party may appeal the alternative standard determination of the planning director pursuant to section 1-19.
- (4) *Advisory comments.* The SPRC may also make recommendations to the applicant, to the planning board and to the city commission on discretionary matters. The committee may also make advisory comments on site layout and design features.

- (5) *Publish rules of procedure.* The SPRC shall adopt and publish rules of procedure in order to expedite the orderly processing and review of proposed land uses, site plans, subdivision plans, planned developments and other matters assigned to the SPRC by this Land Development Code.
- (6) *Neighborhood compatibility meetings.*
- a. *Applicability.* An informal community neighborhood meeting shall be held after the initial submittal of an application and prior to ~~the second review by the SPRC~~ the planning board public hearing, if required, or final action by the SPRC when it has been determined by the planning director or designee that such a meeting could contribute to the community's understanding and knowledge of a proposed development in their neighborhood. Community Neighborhood meetings are required at a minimum when a nonresidential development is abutting residential areas. Industrial is specifically excluded from this requirement.
 - b. *Purposes.* The purposes of community neighborhood meetings are as follows:
 - 1. Provide an opportunity where an applicant and the community can meet and discuss the merits of a development in an informal environment;
 - 2. Educate and inform residents of how new development can co-exist with existing development in the community;
 - 3. Obtain input from residents to revise the site plan prior to administrative approval by the city.
 - c. *Structure of a community neighborhood meeting.* ~~Any meeting held as a result of this section shall be conducted at or in a close proximity of the proposed project location. The time of the meeting shall be convenient to the surrounding property owners to maximize attendance. A record of the meeting and those in attendance shall be provided to the planning department. The planner attending the meeting shall only act as an observer of the proceedings. It is the responsibility of the applicant to notify, in writing, all affected parties, including the homeowners' association, if one exists, all tenants of property, the appropriate city staff person and members of the planning board and city commission, regardless of the project's location, of the meeting's date time and place. No neighborhood meeting shall be on the night of planning board or city commission meetings. The following sequence of activities is required:~~
 - 1. ~~*Notification.* Two (2) weeks prior to the meeting date, the applicant shall mail notices of the meeting date, time and place to all property~~

~~owners inside a radius of six hundred feet (600') from the boundary of the proposed development. Documentation of the mailed notice in the form of a stamped mailing list by the local postal office signifying the notice was sent shall be provided to staff for verification. For purposes of F.S. ch. 286, city staff shall ensure these meetings are included in a public notice published in a newspaper of general circulation.~~

- ~~2. *Development presentation.* The applicant should explain the proposed use of the subject property and make a copy of the proposed site plan available for review by attendees. The applicant should also discuss the project's development objectives, fit and design philosophy.~~
- ~~3. *Question and answer period.* Upon completion of the presentation, time should be reserved for questions and answers. The applicant should be prepared to discuss how potential conflicts could be mitigated. Any representations made by the applicant to the attendees in order to gain support for the proposal shall be considered as a voluntary proffered condition. The use being presented is a permitted use; consequently, citizen questions should be concentrated on how the development affects their property and possible solutions for mitigating such impacts. A question of whether a permitted use should be developed is not a subject of the meeting.~~
1. *Neighborhood meeting pre-approval.* At least five (5) business days prior to the publication of the neighborhood meeting, the applicant shall provide the planning director a draft of the proposed neighborhood meeting. The draft publication shall include the date, time, and location of the proposed meeting. Within three (3) business days of receipt of the draft publication, the planning director shall issue a written approval of the draft publication or required changes. No neighborhood meeting shall be conducted without the required pre-approval process.
2. *Location of neighborhood meeting.* The meeting location shall be conducted in a close proximity of the proposed project location.
3. *Date and time of neighborhood meeting.* Neighborhood meetings shall be held between 5:00 p.m. and 8:00 p.m., Monday through Thursday. No neighborhood meeting shall be on Friday, Saturday, Sunday, or the night of planning board or city commission meetings.

4. Notification. Notification of the neighborhood meeting shall occur as follows:
 - A. Mail notice (by applicant): At least fourteen days (two (2) weeks) prior to the meeting date, the applicant shall mail notices via U.S. mail of the meeting date, time and place to all property owners inside a radius of six hundred feet (600') from the boundary of the proposed development. The mail notice shall include a site or development plan of the project. The property owners mailing addresses shall be obtained from the Volusia County Property Appraiser Office records. The applicant shall complete and provide to city staff an affidavit stating the date of the mailing of the notice, a copy of the mailed notice, and a copy of the mailing list of property owners.
 - B. Site posting (by applicant): At least fourteen days (two (2) weeks) prior to the meeting date, the applicant shall post one (1) sign, four (4') feet by four (4') in size, for each street frontage. The signage shall contain the meeting date, time and place. The applicant shall provide to city staff an affidavit certifying that the posting has been completed and a picture of the posting.
 - C. Newspaper advertisement: Planning staff shall publish a public notice of the neighborhood meeting, published in a newspaper of general circulation.
5. Record of the meeting. The applicant shall offer a sign-in sheet that includes an area for e-mail addresses of attendees. The applicant shall take notes of the meeting and provide the planning director the written notes of the meeting and sign-in sheet within seven (7) business days after the meeting.
6. City staff attendance of the neighborhood meeting. Any city staff attending the meeting shall only act as an observer of the proceedings.
7. Development presentation. The applicant should explain the proposed use of the subject property and make a copy of the proposed site plan available for review by attendees. The applicant should also discuss the project's development objectives, fit and design philosophy.
8. Question and answer period. Upon completion of the presentation, time should be reserved for questions and answers. The applicant should be prepared to discuss how potential conflicts could be

mitigated. Any representations made by the applicant to the attendees in order to gain support for the proposal shall be considered as a voluntary proffered condition. The use being presented is a permitted use; consequently, citizen questions should be concentrated on how the development affects their property and possible solutions for mitigating such impacts. A question of whether a permitted use should be developed is not a subject of the meeting.

- d. *Determination of compatibility.* In preparation of a ~~community~~ neighborhood meeting, compatibility of proposed projects shall be assessed by the applicant based on the ability of a development to fit in the area by resolving differences and averting negative impacts created upon surrounding properties. This determination shall include assessing impacts upon community character and the local roadway network, while identifying potential land use conflicts.
 - e. *Discretionary review.* Site plans shall be administratively reviewed and approved when it has been determined based upon neighborhood meetings that the project's impacts upon the adjacent property have been adequately addressed such that minimal or no effect occurs. To accomplish this, the applicant should recognize that a minimum standard may need to be increased in order to address the negative effect. The planning director shall have the authority to change the review process of an application from administrative to a special exception involving a formal public hearing approval process when it has been determined that the minimal standard fails to satisfy the compatibility test, thus not adequately protecting the public interest.
 - f. *Planning director determination.* Within five (5) business days of the neighborhood meeting, the planning director shall issue a letter of determination informing the applicant of the review path of the application.
 - g. *Appeal.* Any property owner within six hundred feet (600') of the site may appeal the planning director's determination to the city commission in accordance with section 1-19. Fees for an appeal shall be in accordance with section 1-26.
- (e) *Application processing/subdivisions; planned developments. ***No change to existing text****

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, phrase, clause, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 7th day of March, 2023.

PASSED UPON at the second and final reading of the City Commission, this 21st day of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: February 9, 2023

SUBJECT: Land Development Code amendment: Section 4-03, Site Plan Review Committee (SPRC) established

APPLICANT: Administrative

NUMBER: LDC 2023-018

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 4, Plan Review and Subdivision, Article I, Site Plan Review Procedures, Section 4-03), Site Plan Review Committee (SPRC) established, amending the SPRC coordinating liaison and updating the process for neighborhood meetings.

BACKGROUND: Section 4-03 of the Land Development Code establishes the Site Plan Review Committee (SPRC). The Site Plan Review Committee is comprised of representatives from different city departments and reviews site plan applications. The proposed amendment has two parts:

1. Section (b) Designated city SPRC coordinating liaison. The proposed amendment assigns the Planning Director (or designee) as the coordinating liaison. The existing Land Development Code states that one member of the Site Plan Review Committee would be designated as a liaison per application. The liaison could be different for different projects under the existing language.
2. Section (d)(6) Neighborhood compatibility meetings. Staff has proposed the following updates:
 - (a) Amend the meeting name to “neighborhood”. The existing text uses community and neighborhood interchangeably.
 - (b) Require a meeting pre-approval. This requires written approval from city staff five business days before the applicant meeting notice is mailed.
 - (c) Date and time of neighborhood meeting. Require meetings to be held Monday through Thursday between 5:00 p.m. and 8:00 p.m.
 - (d) Site posting. Require site posting, one for each street frontage with 2’ by 3’ signs. There is currently not a posting requirement for neighborhood meetings.
 - (e) Record of the meeting. Requires a written summary be provided to city staff.

ANALYSIS: The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Section 4-03 of the Land Development Code, Section (b) Designated city SPRC coordinating liaison.

- (b) *Designated city SPRC coordinating liaison.* ~~For each project reviewed, one (1) member of the SPRC shall be assigned as the~~ The planning director shall serve as the project coordinating liaison. The project liaison shall provide the applicant a single city contact responsible for coordinating the work of other city staff involved in the site plan review process. ~~The SPRC shall meet to review city staff comments and resolve any conflicts prior to presenting SPRC comments to the applicant. Issues requiring Land Development Code interpretation should be resolved between the planning director and the city engineer prior to meeting with the applicant. The same SPRC shall follow a single project from initial submittal to final approval. The assigned planner, development services engineer and landscape architect that comprise each respective SPRC shall be~~ After all SPRC members have approved a site plan, the planning director shall be responsible for final approval and signoff of site plans on behalf of the SPRC.

Section 4-03 of the Land Development Code, Section (d)(6) Neighborhood compatibility meetings.

- (6) *Neighborhood compatibility meetings.*
- a. *Applicability.* An informal ~~community~~ neighborhood meeting shall be held after the initial submittal of an application and prior to ~~the second review by the SPRC the~~ Planning Board public hearing, if required, or final action by the SPRC when it has been determined by the planning director or designee that such a meeting could contribute to the community's understanding and knowledge of a proposed development in their neighborhood. ~~Community~~ Neighborhood meetings are required at a minimum when a nonresidential development is abutting residential areas. Industrial is specifically excluded from this requirement.
- b. *Purposes.* The purposes of ~~community~~ neighborhood meetings are as follows:
1. Provide an opportunity where an applicant and the community can meet and discuss the merits of a development in an informal environment;
 2. Educate and inform residents of how new development can co-exist with existing development in the community;
 3. Obtain input from residents to revise site plans prior to administrative approval by the city.
- c. *Structure of a ~~community~~ neighborhood meeting.* ~~Any meeting held as a result of this section shall be conducted at or in a close proximity of the proposed project location. The time of the meeting shall be convenient to the surrounding property owners to maximize attendance. A record of the meeting and those in attendance shall be provided to the planning department. The planner attending the meeting shall only act as an observer of the proceedings. It is the responsibility of the~~

~~applicant to notify, in writing, all affected parties, including the homeowners' association, if one exists, all tenants of property, the appropriate city staff person and members of the planning board and city commission, regardless of the project's location, of the meeting's date time and place. No neighborhood meeting shall be on the night of planning board or city commission meetings. The following sequence of activities is required:~~

- ~~1. — *Notification.* Two (2) weeks prior to the meeting date, the applicant shall mail notices of the meeting date, time and place to all property owners inside a radius of six hundred feet (600') from the boundary of the proposed development. Documentation of the mailed notice in the form of a stamped mailing list by the local postal office signifying the notice was sent shall be provided to staff for verification. For purposes of F.S. ch. 286, city staff shall ensure these meetings are included in a public notice published in a newspaper of general circulation.~~
- ~~2. — *Development presentation.* The applicant should explain the proposed use of the subject property and make a copy of the proposed site plan available for review by attendees. The applicant should also discuss the project's development objectives, fit and design philosophy.~~
- ~~3. — *Question and answer period.* Upon completion of the presentation, time should be reserved for questions and answers. The applicant should be prepared to discuss how potential conflicts could be mitigated. Any representations made by the applicant to the attendees in order to gain support for the proposal shall be considered as a voluntary proffered condition. The use being presented is a permitted use; consequently, citizen questions should be concentrated on how the development affects their property and possible solutions for mitigating such impacts. A question of whether a permitted use should be developed is not a subject of the meeting.~~
1. *Neighborhood meeting pre-approval.* At least five (5) business days to the publication of a neighborhood meeting, the applicant shall provide the planning director a draft of the proposed neighborhood meeting. The draft publication shall include the date, time, and location of the proposed meeting. Within three (3) business days of receipt of the draft publication, the planning director shall issue a written approval of the draft publication or required changes. No neighborhood meeting shall be conducted without the required pre-approval process.
2. *Location of neighborhood meeting.* The meeting location shall be conducted in a close proximity of the proposed project location.
3. *Date and time of neighborhood meeting.* Neighborhood meetings shall be held between 5:00 p.m. and 8:00 p.m., Monday through Thursday. No neighborhood meeting shall be on Friday, Saturday, Sunday, or the night of planning board or city commission meetings.
4. *Notification.* Notification of the neighborhood meeting shall occur as follows:
 - A. Mail notice (by applicant): At least fourteen days (two (2) weeks) prior to the meeting date, the applicant shall mail notices via U.S. mail of the meeting

date, time and place to all property owners inside a radius of six hundred feet (600') from the boundary of the proposed development. The mail notice shall include a site or development plan of the project. The property owners mailing addresses shall be obtained from the Volusia County Property Appraiser Office records. The applicant shall complete and provide to city staff an affidavit stating the date of the mailing of the notice, a copy of the mailed notice, and a copy of the mailing list of property owners.

B. Site posting (by applicant): At least fourteen days (two (2) weeks) prior to the meeting date, the applicant shall post one (1) sign, two (2') feet by three (3') in size, for each street frontage at least fourteen days (two (2) weeks) prior to the meeting date. For sites larger than three (3) acres, the planning director may require a maximum of three (3) additional signs. The signage shall contain the meeting date, time and place. The applicant shall provide to city staff an affidavit certifying that the posting has been completed and a picture of the posting.

C. Newspaper advertisement: Planning staff shall publish a public notice of the neighborhood meeting, published in a newspaper of general circulation.

5. *Record of the meeting.* The applicant shall offer a sign-in sheet that includes an area for e-mail addresses of attendees. The applicant shall take notes of the meeting and provide the planning director the written notes of the meeting and sign-in sheet within seven (7) business days after the meeting.
 6. *City staff attendance of the neighborhood meeting.* Any city staff attending the meeting shall only act as an observer of the proceedings.
 7. *Development presentation.* The applicant should explain the proposed use of the subject property and make a copy of the proposed site plan available for review by attendees. The applicant should also discuss the project's development objectives, fit and design philosophy.
 8. *Question and answer period.* Upon completion of the presentation, time should be reserved for questions and answers. The applicant should be prepared to discuss how potential conflicts could be mitigated. Any representations made by the applicant to the attendees in order to gain support for the proposal shall be considered as a voluntary proffered condition. The use being presented is a permitted use; consequently, citizen questions should be concentrated on how the development affects their property and possible solutions for mitigating such impacts. A question of whether a permitted use should be developed is not a subject of the meeting.
- d. *Determination of compatibility.* In preparation of a ~~community~~ neighborhood meeting, compatibility of proposed projects shall be assessed by the applicant based on the ability of a development to fit in the area by resolving differences and averting negative impacts created upon surrounding properties. This determination shall include assessing impacts upon community character and the local roadway network, while identifying potential land use conflicts.
- e. *Discretionary review.* Site plans shall be administratively reviewed and approved when it has been determined based upon neighborhood meetings that the project's

impacts upon adjacent property have been adequately addressed such that minimal or no effect occurs. To accomplish this, the applicant should recognize that a minimum standard may need to be increased in order to address the negative effect. The planning director shall have the authority to change the review process of an application from administrative to a special exception involving a formal public hearing approval process when it has been determined that the minimal standard fails to satisfy the compatibility test, thus not adequately protecting the public interest.

- f. *Planning director determination.* Within five (5) business days of the neighborhood meeting, the planning director shall issue a letter of determination informing the applicant of the review path of the application.
- g. *Appeal.* Any property owner within six hundred feet (600') of the site may appeal the planning director's determination to the city commission in accordance with section 1-19. Fees for an appeal shall be in accordance with section 1-26.

CONCLUSION: Section 1-15(e) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

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 proposed amendment seeks to amend: (1) the SPRC coordinating liaison and (2) update the process for neighborhood meetings. The intent of the amendments to the process of the neighborhood meeting is to require coordination of the proposed meeting, provide perimeters of dates and times, require public notice, and require a summary from the applicant. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

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 proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

- 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 proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

- 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.**

The proposed Land Development Code amendment seeks to modify process of the neighborhood meeting is to require coordination of the proposed meeting, provide perimeters of dates and times, require public notice, and require a summary from the applicant. The amendment would not have a negative impact to public facilities.

- 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.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the administrative amendment to the Land Development Code (LDC), Chapter 4, Plan Review and Subdivision, Article I, Site Plan Review Procedures, Section 4-03, Site Plan Review Committee (SPRC) established, amending the SPRC coordinating liaison and updating the process for neighborhood meetings, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Chapter 4 – Plan Review and Subdivision, Article I. – Site Plan Review Procedures**Sec. 4-03. Site Plan Review Committee (SPRC) established.**

- (a) *Membership.* The Site Plan Review Committee (SPRC) is hereby established. The SPRC shall be chaired by the planning director or the director's designee, who shall be responsible for coordinating and managing the affairs of the committee. In addition to the planning director, members of the SPRC shall include the city engineer, and the city landscape architect or designee of such persons as appropriate. The SPRC shall also consult with, receive input from, and send site plans as well as meeting agendas to the city attorney, chief building official, utilities manager, police chief, fire chief, public works director or their respective designees as appropriate.
- (b) *Designated city SPRC coordinating liaison.* ~~For each project reviewed, one (1) member of the SPRC shall be assigned as the~~ The planning director shall serve as the project coordinating liaison. The project liaison shall provide the applicant a single city contact responsible for coordinating the work of other city staff involved in the site plan review process. ~~The SPRC shall meet to review city staff comments and resolve any conflicts prior to presenting SPRC comments to the applicant. Issues requiring Land Development Code interpretation should be resolved between the planning director and the city engineer prior to meeting with the applicant. The same SPRC shall follow a single project from initial submittal to final approval. The assigned planner, development services engineer and landscape architect that comprise each respective SPRC shall be~~ After all SPRC members have approved a site plan, the planning director shall be responsible for final approval and signoff of site plans on behalf of the SPRC.
- (c) *Meetings of the SPRC.* The planning department shall annually establish a schedule for application submittal and review. This shall be approved by the planning board at their January meeting.
- (d) *Scope of powers.*
- (1) *Function.* The SPRC shall review all site plans, subdivisions, planned developments, conditional uses, and special exceptions as required and make a determination of the plan's acceptability and consistency with this Land Development Code and other applicable laws and ordinances.
- (2) *Review powers.* The SPRC shall be responsible for conducting the review of development applications to ensure that the applications and related documentation comply with the technical standards established in the comprehensive plan, this Land Development Code and other relevant city ordinances. If an application is for a use that is allowed by right in a particular zoning district or otherwise not subject to a special exception or rezoning to planned development (PBD, PRD, PID or PMHC), then the SPRC shall approve the application if it is consistent with the technical standards of the comprehensive plan and applicable regulations contained in this Land Development Code and the Code of Ordinances. For applications that require approval of a special exception or for a rezoning to planned development, the SPRC shall review and provide technical comments to the appropriate advisory boards and the city commission, subject

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

to the procedures established in chapter 1, article II of this Land Development Code. If the SPRC determines that an application does not comply with the technical standards contained in the comprehensive plan, this Land Development Code or other relevant city ordinances, then the applicant shall be informed of the inconsistencies and the applications shall follow the procedures established in section 4-05.

- (3) *Alternative standard.* The planning director may accept an alternative standard to a prescribed standard provided a written request by the applicant has been received. The written request shall detail how the prescribed standard fails to address the purpose for which it was developed and how an alternative standard accomplishes the stated purpose. The granting of administrative relief from the standards of this Land Development Code requires the following:
- a. Administrative relief may not exceed ten percent (10%) of a yard or area standard and shall be reviewed by the planning director in accordance with the criteria established for a variance under this Land Development Code. All other relief requests must comply with all the variance procedures of this Land Development Code.
 - b. If the request is approved by the planning director, such administrative relief shall be added to the site plan as a certificate with a signature block for the planning director.
 - c. Quarterly, the planning director shall provide to the planning board and city commission a report identifying all alternative standards and administrative relief granted.
 - d. Any party may appeal the alternative standard determination of the planning director pursuant to section 1-19.
- (4) *Advisory comments.* The SPRC may also make recommendations to the applicant, to the planning board and to the city commission on discretionary matters. The committee may also make advisory comments on site layout and design features.
- (5) *Publish rules of procedure.* The SPRC shall adopt and publish rules of procedure in order to expedite the orderly processing and review of proposed land uses, site plans, subdivision plans, planned developments and other matters assigned to the SPRC by this Land Development Code.
- (6) *Neighborhood compatibility meetings.*
- a. *Applicability.* An informal ~~community~~ neighborhood meeting shall be held after the initial submittal of an application and prior to ~~the second review by the SPRC~~ the planning board public hearing, if required, or final action by the SPRC when it has been determined by the planning director or designee that such a meeting could contribute to the community's understanding and knowledge of a proposed development in their neighborhood. Community Neighborhood meetings are required at a minimum when a nonresidential development is abutting residential areas. Industrial is specifically excluded from this requirement.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

- b. *Purposes.* The purposes of community neighborhood meetings are as follows:
1. Provide an opportunity where an applicant and the community can meet and discuss the merits of a development in an informal environment;
 2. Educate and inform residents of how new development can co-exist with existing development in the community;
 3. Obtain input from residents to revise the site plan prior to administrative approval by the city.
- c. *Structure of a community neighborhood meeting.* ~~Any meeting held as a result of this section shall be conducted at or in a close proximity of the proposed project location. The time of the meeting shall be convenient to the surrounding property owners to maximize attendance. A record of the meeting and those in attendance shall be provided to the planning department. The planner attending the meeting shall only act as an observer of the proceedings. It is the responsibility of the applicant to notify, in writing, all affected parties, including the homeowners' association, if one exists, all tenants of property, the appropriate city staff person and members of the planning board and city commission, regardless of the project's location, of the meeting's date time and place. No neighborhood meeting shall be on the night of planning board or city commission meetings. The following sequence of activities is required:~~
1. ~~*Notification.* Two (2) weeks prior to the meeting date, the applicant shall mail notices of the meeting date, time and place to all property owners inside a radius of six hundred feet (600') from the boundary of the proposed development. Documentation of the mailed notice in the form of a stamped mailing list by the local postal office signifying the notice was sent shall be provided to staff for verification. For purposes of F.S. ch. 286, city staff shall ensure these meetings are included in a public notice published in a newspaper of general circulation.~~
 2. ~~*Development presentation.* The applicant should explain the proposed use of the subject property and make a copy of the proposed site plan available for review by attendees. The applicant should also discuss the project's development objectives, fit and design philosophy.~~
 3. ~~*Question and answer period.* Upon completion of the presentation, time should be reserved for questions and answers. The applicant should be prepared to discuss how potential conflicts could be mitigated. Any representations made by the applicant to the attendees in order to gain support for the proposal shall be considered as a voluntary proffered condition. The use being presented is a permitted use; consequently, citizen questions should be concentrated on how the development affects their property and possible solutions for mitigating such impacts. A question of whether a permitted use should be developed is not a subject of the meeting.~~

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

1. Neighborhood meeting pre-approval. At least five (5) business days to the publication of the neighborhood meeting, the applicant shall provide the planning director a draft of the proposed neighborhood meeting. The draft publication shall include the date, time, and location of the proposed meeting. Within three (3) business days of receipt of the draft publication, the planning director shall issue a written approval of the draft publication or required changes. No neighborhood meeting shall be conducted without the required pre-approval process.
2. Location of neighborhood meeting. The meeting location shall be conducted in a close proximity of the proposed project location.
3. Date and time of neighborhood meeting. Neighborhood meetings shall be held between 5:00 p.m. and 8:00 p.m., Monday through Thursday. No neighborhood meeting shall be on Friday, Saturday, Sunday, or the night of planning board or city commission meetings.
4. Notification. Notification of the neighborhood meeting shall occur as follows:
 - A. Mail notice (by applicant): At least fourteen days (two (2) weeks) prior to the meeting date, the applicant shall mail notices via U.S. mail of the meeting date, time and place to all property owners inside a radius of six hundred feet (600') from the boundary of the proposed development. The mail notice shall include a site or development plan of the project. The property owners mailing addresses shall be obtained from the Volusia County Property Appraiser Office records. The applicant shall complete and provide to city staff an affidavit stating the date of the mailing of the notice, a copy of the mailed notice, and a copy of the mailing list of property owners.
 - B. Site posting (by applicant): At least fourteen days (two (2) weeks) prior to the meeting date, the applicant shall post one (1) sign, two (2') feet by three (3') in size, for each street frontage at least fourteen days (two (2) weeks) prior to the meeting date. For sites larger than three (3) acres, the planning director may require a maximum of three (3) additional signs. The signage shall contain the meeting date, time and place. The applicant shall provide to city staff an affidavit certifying that the posting has been completed and a picture of the posting.
 - C. Newspaper advertisement: Planning staff shall publish a public notice of the neighborhood meeting, published in a newspaper of general circulation.
5. Record of the meeting. The applicant shall offer a sign-in sheet that includes an area for e-mail addresses of attendees. The applicant shall take notes of the meeting and provide the planning director the written notes of the meeting and sign-in sheet within seven (7) business days after the meeting.
6. City staff attendance of the neighborhood meeting. Any city staff attending the meeting shall only act as an observer of the proceedings.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

7. Development presentation. The applicant should explain the proposed use of the subject property and make a copy of the proposed site plan available for review by attendees. The applicant should also discuss the project's development objectives, fit and design philosophy.
 8. Question and answer period. Upon completion of the presentation, time should be reserved for questions and answers. The applicant should be prepared to discuss how potential conflicts could be mitigated. Any representations made by the applicant to the attendees in order to gain support for the proposal shall be considered as a voluntary proffered condition. The use being presented is a permitted use; consequently, citizen questions should be concentrated on how the development affects their property and possible solutions for mitigating such impacts. A question of whether a permitted use should be developed is not a subject of the meeting.
 - d. *Determination of compatibility.* In preparation of a ~~community~~ neighborhood meeting, compatibility of proposed projects shall be assessed by the applicant based on the ability of a development to fit in the area by resolving differences and averting negative impacts created upon surrounding properties. This determination shall include assessing impacts upon community character and the local roadway network, while identifying potential land use conflicts.
 - e. *Discretionary review.* Site plans shall be administratively reviewed and approved when it has been determined based upon neighborhood meetings that the project's impacts upon the adjacent property have been adequately addressed such that minimal or no effect occurs. To accomplish this, the applicant should recognize that a minimum standard may need to be increased in order to address the negative effect. The planning director shall have the authority to change the review process of an application from administrative to a special exception involving a formal public hearing approval process when it has been determined that the minimal standard fails to satisfy the compatibility test, thus not adequately protecting the public interest.
 - f. *Planning director determination.* Within five (5) business days of the neighborhood meeting, the planning director shall issue a letter of determination informing the applicant of the review path of the application.
 - g. *Appeal.* Any property owner within six hundred feet (600') of the site may appeal the planning director's determination to the city commission in accordance with section 1-19. Fees for an appeal shall be in accordance with section 1-26.
- (e) *Application processing/subdivisions; planned developments.* ***No change to existing text***

DRAFT

**Planning Board minutes
from
February 9, 2023**

ITEM:

SE 2023-018

Land Development Code amendment:
Section 4-03, Site Plan Review
Committee (SPRC) established

Mr. Jorczak motioned to approve LDC 2023-017, Land Development Code amendment: Section 1-28, Utility installation fees. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

C. LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and walls

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code, to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC).

Mr. du Moulin asked if this is to provide more flexibility in the fence location similar to what was done for his HOA so that it looks good. Mr. Spraker responded that it would but only through a multi-departmental review such as utilities, landscaping, site visibility, etc.

Planning Board members discussed the fence requirements along the side, side corner, and waterfront yards.

Mr. Railsback inquired if the amendment language will prevent going beyond what is conforming. Mr. Spraker confirmed that the maximum relief would be to the property line and the amendment does not allow any fences in any right-of-way.

Mr. Galloway motioned to approve LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and Walls. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. LDC 2023-018, Land Development Code amendment: Section 4-03, Site Plan Review Committee (SPRC) established

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code Site Plan Review Committee section, amending the SPRC coordinating liaison and updating the process for neighborhood meetings.

Mr. Spraker continued that there are two parts to the proposed amendment: 1) Change the existing language designating a city SPRC coordinating liaison to assign the Planning Director (or designee) instead, and 2) Changes regarding Neighborhood meetings by a) amending the meeting name to "neighborhood" for consistency b) requiring a meeting pre-approval with written approval from city staff at least five business days before the applicant mails meeting notice; c) requiring meetings to be held Monday through Thursday between 5 p.m. – 8 p.m.; d) requiring site postings, one for each frontage with 2' by 3' signs; and e) requiring a written summary of the meeting to be provided to city staff.

There was discussion regarding frequency, notice, and posting of neighborhood meetings among the Board members. Mr. Spraker clarified that this amendment is to require the one minimum meeting and the 2' x 3' sign posting (same as the variance sign).

Ms. Shull inquired about the site posting. Mr. Spraker explained that no neighborhood meeting posting has been required. Ms. Shull suggested that the signs be larger so they are more noticeable.

Mr. Scudiero asked since a 4' x 4' sign is required for the public hearing notice can the same sign be used. Mr. Spraker responded that it might be difficult since there will be different names of the meeting, date, and location.

Mr. Scudiero motioned to approve LDC 2023-018: Land Development Code amendment: Section 4-03, Site Plan Review Committee (SPRC) established with the exception of Item "D" the size of the sign to be 4' by 4' not 2' x 3'. Each roadway frontage would require its own sign. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

VIII. OTHER BUSINESS

- A. **Public comments regarding items not on the agenda.** Chairman Thomas explained this is a carryover from the City Commission meetings. The Board discussed when public comments for items not on the agenda should be.

Mr. Jorczak motioned to approve public comment for items not on the agenda at the end of the meeting. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

- B. **Site Plan Review Committee (SPRC) calendar.** Mr. Spraker explained the SPRC calendar is required to come before the Planning Board for approval.

Mr. Scudiero motioned to approve the SPRC calendar. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

XI. MEMBER COMMENTS

Planning Board members praised the Planning Staff for all of the hard work especially with the Neighborhood meetings and packets of information. Chairman Thomas emphasized the desire to give all citizens in attendance the opportunity to speak.

XII. ADJOURNMENT

The meeting was adjourned at 7:10 p.m.

Respectfully submitted,

Steven Spraker, Planning Director

Meeting Date: 3/7/2023		AGENDA ITEM		Number: 8.A
Section:	FIRST READING OF ORDINANCES			
Item Category:	First Reading of Ordinances	Res./Ord. No:	2023-14	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Amendment to the Composition of the Leisure Services Advisory Board			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	This item is regarding the composition of the LSAB. The City Commission provided staff direction regarding desired changes to the advisory board. These changes require the Code of Ordinances to be amended with two readings.			
Recommended Action:	It is requested that the City Commission approve the ordinance to amend the Code of Ordinances regulating membership of the LSAB.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		2/28/2023		
Claire Whitley, Assistant City Manager		2/28/2023		
Joyce Shanahan, City Manager		3/1/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: March 7, 2023
Subject: Amendment to the Composition of the Leisure Services Advisory Board
Commission Goal: Governance – Other

Introduction

Request approval of an ordinance amending the Code of Ordinances regulating membership of the Leisure Services Advisory Board (LSAB).

Background

The City Commission is electing to change the composition of the LSAB.

Discussion

Following discussions by the City Commission at the December 6, 2022 Advisory Board Workshop and the February 7, 2023 City Commission Meeting, the Commission wishes to change the composition and membership of the LSAB. The changes are as follows:

- The LSAB shall consist of 7 regular members and 3 alternate members who shall be appointed by the City Commission.
- The Mayor and each City Commissioner shall nominate a person to serve as regular members of the board; and shall by consensus, nominate 2 people to serve as regular members of the board from the following youth sports organizations: Ormond Beach Youth Baseball & Softball Corp.; Ormond Beach Youth Basketball Association, Inc.; Ormond Beach Soccer Club, Inc.; Ormond Beach Youth Football and Cheerleaders Association, Inc.; and Ormond Beach Pride, Inc.
- The City Commission will nominate one person from each of the 3 remaining sports organizations to serve as alternate board members. Alternate board members shall serve on a rotational basis in the temporary absence or disability of any regular board member. Thereafter, following each regular election of the city commission, the appointment of 2 regular members from the youth sports

organizations shall be made from among the youth sports organizations whose prior membership was on an alternate basis.

Summary of Changes:

- Membership count reduced from 13 members to 7 members.
- Quorum vote requirement reduced from 7 to 4 members.
- Commission At-Large position eliminated.
- Ormond Beach Friends of Recreation, Inc. and Ormond Beach Youth Baseball & Softball (Girls Softball) not included in the youth sports organizations membership rotation.

Next Steps:

- These changes to membership require an amendment to the *Composition* and *Terms* sections of the Code of Ordinances regulating the LSAB. The ordinance amending the code requires two readings.
- The City Commission appointments from the youth sports organizations (2 to serve as regular members and 3 to serve as alternate members) for the remainder of the 2023-2024 term, shall be approved at a future City Commission meeting.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Updating the membership of the LSAB will benefit residents by providing more effective and consistent meetings and representation.

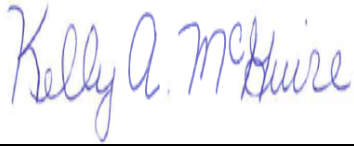
Recommendation

It is requested that the City Commission approve the ordinance to amend the Code of Ordinances regulating membership of the LSAB.

Attachments:

1. 23-14 LSAB amend membership (P22-0216B)
2. CITY OF ORMOND BEACH FLORIDA

Approvals:



Kelly McGuire, Finance Director

Date: February 28, 2023



Claire Whitley, Assistant City Manager

Date: February 28, 2023



Joyce Shanahan, City Manager

Date: March 01, 2023

ORDINANCE NO. 2023-14

AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-221, Leisure services advisory board, Division 2, Enumerated, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-221. Leisure services advisory board.

~~(a) Composition. The leisure services advisory board shall consist of 13 members all of whom shall be residents of the city. Each of the following organizations shall nominate one of its members to serve on the board: Youth baseball, Youth basketball, Girls softball, Youth soccer, Commission at large, Pop Warner Youth football, Ormond beach Pride, Inc. and Ormond beach Friends of Recreation, Inc.; All such nominations must be approved by the city commission. Additionally, the mayor and each city commissioner shall nominate candidates to serve as members of the board from the general population as provided in section 2-206, and all appointments to the board shall be approved by majority vote of the city commission. Each member of the city commission, shall initially, nominate one candidate to be considered for appointment by the city commission. If any candidate is rejected by the city commission, the city commission member who nominated the candidate may nominate additional candidates in like manner; and if said city commission member chooses not to make such additional nomination(s), then one or more of the other city commission members may nominate candidates to fill the position in like manner.~~

The leisure services advisory board shall consist of seven (7) regular members and three (3) alternate members who shall be appointed by the city commission. All members shall be residents of the city and shall serve in accordance with section 2-206 of this Code and other applicable requirements.

The mayor and each city commissioner shall nominate a person to serve as regular members of the board; and shall by consensus, nominate two people to serve as regular members of the board from the following youth sports organizations: Ormond Beach Youth Baseball & Softball Corp.; Ormond Beach Youth Basketball Association, Inc.; Ormond Beach Soccer Club, Inc.; Ormond Beach Youth Football and Cheerleaders Association, Inc.; and Ormond Beach Pride, Inc. The city commission shall by consensus nominate one person from each of the three remaining sports organizations to serve as alternate board members. Alternate board members shall serve on a rotational basis in the temporary absence or disability of any regular board member. Thereafter, following each regular election of the city commission, the appointment of two regular members from the youth sports organizations shall be made from among the youth sports organizations whose prior membership was on an alternate basis. All members of the leisure services board shall be approved by majority vote of the city commission. In the event the city commission does not approve a nominee, the city commission member who made such nomination may make such additional nominations as may be necessary to obtain approval. If the said city commission member chooses not to make an additional nomination, then one or more of the other city commission members may offer a nomination.

(b) *Purpose.* (no change in text)

(c) *Meetings.* (no change in text)

(d) *Officers.* (no change in text)

(e) *Terms.* The appointment and terms of office for those leisure service advisory board members that were ~~appointed~~ approved by Resolutions 2008-23, 200-56, 2008-231, and 209-126 Sections One through Five of Resolution 2023-30 are hereby ratified and affirmed and shall expire the day prior to the first regularly scheduled city commission meeting in January ~~2014~~ 2025. The appointment and terms of office for those leisure service advisory board members that were approved by Sections Six through Thirteen of Resolution 2023-30 are hereby repealed and vacated. The city commission shall forthwith, in accordance with paragraph (a) of this section, appoint from the youth sports organizations two people to serve as regular members and three people to serve as alternate members of the leisure services advisory board, for terms that shall expire the day prior to the first regularly scheduled city commission meeting in January 2025. Thereafter, members shall be appointed or re-appointed to serve two year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment for the remainder of the

term. A member of the leisure services advisory board may be removed by the city commission ~~only~~ for cause ~~and~~ after being ~~given~~ provided a written statement of the charges ~~against him~~ and a public hearing thereon, if ~~he so requests~~ requested.

(f) *Quorum; vote requirements.* (no change in text)

(g) *Procedures.* (no change in text)

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

PASSED UPON at the first reading of the City Commission, this 7th day of March, 2023.

PASSED UPON at the second and final reading of the City Commission, this 21st day of March, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH FLORIDA

TO: Susan Dauderis, City Clerk
FROM: Robert Carolin, Leisure Services Director
DATE: December 14, 2022
SUBJECT: Leisure Services Advisory Board Member Positions

The following details the action by the Leisure Services Advisory Board at its December 14, 2022 meeting:

1. The Leisure Services Advisory Board voted on December 14th, to eliminate the Friends of Recreation position and the Softball Representative position. The Board voted 6-1 to approve the recommendation. Additionally, the new Pride Football Representative position is confirmed to be held by Dennis King.

Email cc: Joyce Shanahan, City Manager

Claire Whitley, Assistant City Manager

Robert Carolin, Director of Leisure Services