



**AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
August 15, 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**

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

- A. Sue Bower
- B. Volusia County Schools - Angel Gomez

- 7. CONSENT AGENDA**
- A. Minutes from City Commission meeting - August 1, 2023

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. 2023-127:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF \$13,079 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE

EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2023-128:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF THREE PEERLESS PUMPS FROM TOM EVANS ENVIRONMENTAL FOR THE CITY'S WATER TREATMENT PLANT; APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-129:** A RESOLUTION ACCEPTING A BID FROM B&B OUTDOOR, LLC FOR CONSTRUCTION SERVICES REGARDING THE ARBOR DRIVE DRAINAGE IMPROVEMENTS PROJECT, UNDER BID NO. 2023-29; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-130:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR FIELD MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-131:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE GROUNDS MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-132:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR AN AERONAUTICAL SURVEY AND OBSTACLE ACTION PLAN FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Steven Lichliter, Airport Manager, (386) 615-7019*

- G. **RESOLUTION NO. 2023-133:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION FOR THE PURCHASE OF FOURTEEN LIGHT BAR PACKAGES FROM DANA SAFETY SUPPLY; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325
- H. **RESOLUTION NO. 2023-134:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROPORTIONATE FAIR SHARE AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT IN RELATION TO THE TATTERSALL AT TYMBER CREEK PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
- I. **Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide Funds Distribution**
Staff Contact: Loretta Moisio, Grants Coordinator, (386) 676-3315
Disposition: Approve as recommended in the City Manager memorandum dated August 15, 2023.
- J. **Auto Renewal - Information Technology Contracting Services**
Staff Contact: Chuck Osteen, Information Technology Manager, (386) 615-7031
Disposition: Approve as recommended in the City Manager memorandum dated August 15, 2023.
- K. **Stanley Steamer - Auto Renew**
Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
Disposition: Approve as recommended in the City Manager memorandum dated August 15, 2023.
- L. **Request for Proposals - Management & Operation of Ormond Beach Tennis Center**
Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
Disposition: Approve as recommended in the City Manager memorandum dated August 15, 2023.
- M. **Florida Job Growth Grant Fund**
Staff Contact: Brian Rademacher, Economic Development Director, (386) 676-3266
Disposition: Approve as recommended in the City Manager memorandum dated August 15, 2023.
- N. **City Hall Landscape Improvements**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager

memorandum dated August 15, 2023.

O. Telecommunications Utility Registration - Hotwire Communications

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

Disposition: Approve as recommended in the City Manager memorandum dated August 15, 2023.

P. City Manager's Monthly Report, August 2023

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

Disposition: Approve as recommended in the City Manager memorandum dated August 15, 2023.

8. PUBLIC HEARINGS

- A. ORDINANCE NO. 2023-44:** AN ORDINANCE ANNEXING SIX PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED SOUTH OF PENNSYLVANIA AVENUE, WEST OF PLANTATION OAKS BOULEVARD AND EAST OF INTERSTATE I-95 (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, AND 3136-01-01-001A); AND ANNEXING PORTIONS OF THE INDIANA AVENUE RIGHT-OF-WAY, BENTON STREET RIGHT-OF-WAY, AND ROSEMARY STREET RIGHT-OF-WAY; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. ORDINANCE NO. 2023-45:** 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 18.6± ACRES LOCATED AT 901 AIRPORT ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-40-0010) FROM I-1, LIGHT INDUSTRIAL, TO SE, SPECIAL ENVIRONMENTAL; 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

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

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**

August 1, 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. Janet Frank
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - July 18, 2023
- 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2023-120:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM LATOUR ENTERPRIZES, INC. D/B/A ECONOMY ELECTRIC CO. FOR CONSTRUCTION SERVICES REGARDING THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT, UNDER BID NO. 2023-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
- 8. 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. 2023-120:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM LATOUR ENTERPRIZES, INC. D/B/A ECONOMY ELECTRIC CO. FOR CONSTRUCTION SERVICES REGARDING THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT, UNDER BID NO. 2023-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
 - B. **RESOLUTION NO. 2023-121:** A RESOLUTION ACCEPTING A BID FROM ALGAT ENTERPRISES, INC. FOR CONSTRUCTION SERVICES REGARDING THE SPRING MEADOWS SIDEWALK REPAIR PROJECT, UNDER BID NO. 2023-01; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR;

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

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

- C. **RESOLUTION NO. 2023-122:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION IN SUPPORT OF PLANNING AND FUNDING OF VOLUSIA COUNTY TRANSPORTATION SYSTEM PROJECTS; AUTHORIZING THE EXPENDITURE OF FUNDING AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-123:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO CONSTRUCTION OF A PUMP STATION ON FLEMING AVENUE; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-124:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO GENERATORS FOR FIRE STATIONS 92 AND 93; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-125:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR THE RENTAL OF A TEMPORARY BLOWER FROM DELOACH INDUSTRIES, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2023-126:** A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING FUNDING FOR AN AERONAUTICAL SURVEY AND OBSTACLE ACTION PLAN FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Steven Lichliter, Airport Manager, (386) 615-7019*

- H. **Construction & Demolition Franchise Renewal, Samsula Landfill, Inc.**

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

Disposition: Approve as recommended in the City Manager memorandum dated August 1,

2023.

I. **Notification of Possible Entitlement Status, Community Development Block Grant Program Fiscal Year 2024**

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

Disposition: Approve as recommended in the City Manager memorandum dated August 1, 2023.

9. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 2023-35:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.34 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2023-36:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.72 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. **ORDINANCE NO. 2023-37:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT AND PLANNED RESIDENTIAL DEVELOPMENT TO BE LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), TO BE KNOWN AS THE "ORMOND ENCLAVE"; AUTHORIZING THE DEVELOPMENT OF 64 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. **ORDINANCE NO. 2023-38:** AN ORDINANCE AMENDING

PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.76 ACRES LOCATED AT 121 EAST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- E. **ORDINANCE NO. 2023-39:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 121 EAST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), TO BE KNOWN AS "121 EAST"; AUTHORIZING THE DEVELOPMENT OF 24 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- F. **ORDINANCE NO. 2023-41:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, RESERVED; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY CREATING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, PROVIDING USE DEFINITIONS, AND CREATING CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- G. **ORDINANCE NO. 2023-42:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 0.24± ACRES LOCATED AT 204 MAGNOLIA DRIVE (VOLUSIA COUNTY

PARCEL NUMBER: 4214-20-02-0011) FROM
“PUBLIC/INSTITUTIONAL” TO “LOW DENSITY RESIDENTIAL”;
PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND
SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

H. **ORDINANCE NO. 2023-43:** AN ORDINANCE AMENDING THE
FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN
OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE
LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION
OF ONE PARCEL OF REAL PROPERTY TOTALING 5.2± ACRES
LOCATED AT 901 AIRPORT ROAD (VOLUSIA COUNTY PARCEL
NUMBER: 4238-01-40-0010) FROM “LIGHT
INDUSTRIAL/UTILITIES” TO “OPEN SPACE/CONSERVATION”;
PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND
SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

I. **ORDINANCE NO. 2023-44:** AN ORDINANCE ANNEXING SIX
PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND
BEACH, SAID PROPERTY LOCATED SOUTH OF PENNSYLVANIA
AVENUE, WEST OF PLANTATION OAKS BOULEVARD AND EAST
OF INTERSTATE I-95 (VOLUSIA COUNTY PARCEL NUMBERS:
3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021,
3136-01-21-0050, AND 3136-01-01-001A); AND ANNEXING
PORTIONS OF THE INDIANA AVENUE RIGHT-OF-WAY, BENTON
STREET RIGHT-OF-WAY, AND ROSEMARY STREET RIGHT-OF-
WAY; SETTING FORTH ZONING PRIVILEGES AND
OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE
TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH
TO INCLUDE THE PROPERTY; REDESIGNATING THE
BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO
INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION;
PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN
EFFECTIVE DATE.
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

Chaplain Sam Mercado, Advent Health, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #5 – Audience Remarks

Mr. Ed Bobinski, 30 Melrose Avenue, expressed concerns regarding code enforcement in his neighborhood. He thanked Commissioner Sargent for his attention to the matter. He discussed concerns for safety of the Neighborhood Improvement Officers.

Ms. Shelley Bobinski, 30 Melrose Avenue, voiced concerns regarding the Code of Ordinances and enforcement of the ordinances. She discussed concerns of safety for her neighbors and traffic.

Mr. Douglas Young, 34 Melrose Avenue, thanked the leaders of the city for their assistance with the clean up of a homeless camp.

Ms. Elaine Davis, 76 Melrose Avenue, explained she received several threats from her neighbor regarding her complaints to the city. She reviewed several code violations from one home in her neighborhood. She requested the city be proactive in the Neighborhood Improvement Department (NID).

Ms. Tayte Brock, 357 North Ridgewood Avenue, suggested a few traffic calming measures for Wilmette Avenue. She expressed concerns regarding traffic with the start of school and requested a police officer to be present to help maintain order.

Mr. Dillon Kalkhurst, 38 Morning Star Avenue, explained he was present on behalf of Givebacks which was a program to raise funds for schools and other charitable causes, noting his emphasis was on Ormond Beach schools. He reviewed how the program worked and encouraged citizens to join.

Mayor Partington expressed his support of the program and stated how easy the program was to set up and use.

Commissioner Briley inquired if the reading challenge presented to students was met; whereby, Mr. Kalkhurst stated although they did not have the numbers yet, the principal was hopeful.

Commissioner Tolland inquired if information could be given to the Commission and residents regarding how the NID operates; whereby, Mayor Partington suggested the residents schedule a meeting with the City Manager and a police representative.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the July 18, 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 hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of the July 18, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #7 – Community Redevelopment Agency

Mayor Partington advised the following items were Community Redevelopment items. He explained the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings, at 7:21 p.m.

Item #7A – Bid Award - Downtown East Granada Utility Undergrounding

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-120

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM LATOUR ENTERPRIZES, INC. D/B/A ECONOMY ELECTRIC CO. FOR CONSTRUCTION SERVICES REGARDING THE DOWNTOWN EAST GRANADA UTILITY UNDERGROUNDING PROJECT, UNDER BID NO. 2023-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-120, as read by title only.

Commissioner Sargent expressed concerns regarding the bidding process as there was only one vendor response to the item.

Ms. Joyce Shanahan, City Manager, stated the city advertised all bids on DemandStar for anyone to respond to, noting many local governments utilize the software. She explained the lack of response was indicative of the type of work the project was and the status of the market.

Mayor Partington noted it was a difficult time in the economy and reviewed the engineer’s probable costs related to the actual costs, stating the issues were across the state and nation.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:25 p.m.

Item #8 – Consent Agenda

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

Commissioner Persis moved, seconded by Commissioner Briley, 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 additional comments on the Consent Agenda.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Ormond Enclave, Zoning Map Amendment to Planned Business Development (0.34 acres)

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-35
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.34 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-35, 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 #9B – Ormond Enclave, Zoning Map Amendment to Planned Residential Development (0.72 acres)

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-36
 AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.72 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-36, on second reading, as read by title only.

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

Item #9C – Ormond Enclave, 145 North Yonge St., Issuance of a Development Order

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-37
 AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT AND PLANNED RESIDENTIAL DEVELOPMENT TO BE LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), TO BE KNOWN AS THE “ORMOND ENCLAVE”; AUTHORIZING THE DEVELOPMENT OF 64 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-37, on second reading, as read by title only.

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

Item #9D – 121 East, 121 East Granada Boulevard, Zoning Map Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-38
 AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2,

DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.76 ACRES LOCATED AT 121 EAST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-38, on second reading, as read by title only.

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

Item #9E – 121 East, 121 East Granada Boulevard, Issuance of a Development Order

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-39
AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 121 EAST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), TO BE KNOWN AS “121 EAST”; AUTHORIZING THE DEVELOPMENT OF 24 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-39, 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 #9F – LDC Amendment, Creation of the I-2, Heavy Industrial Zoning District

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-41
AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, RESERVED; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY CREATING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, PROVIDING USE DEFINITIONS, AND CREATING CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES; REPEALING ALL INCONSISTENT ORDINANCES

OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-41, on second reading, as read by title only.

Commissioner Tolland clarified the city never had an I-2, Heavy Industrial, zoning designation; whereby, Mr. Steven Spraker, Planning Director, stated that was correct, noting it was planned in 2010 when the area on Hull Road would annex into the city by connection of sewer and water. She inquired what the zoning designation for Halifax Paving was when it was zoned in Volusia County, whereby, Mr. Spraker stated it was zoned as Heavy Industrial and explained the designation was to recognize the county's designation and noted it would not be city wide. Commissioner Tolland explained her concern was with the potential future annexation of a fuel farm.

Commissioner Briley stated he agreed with Commissioner Tolland's concerns and inquired if Halifax Paving could be zoned under the I-1, Light Industrial designation; whereby, Mr. Spraker stated the Commission could do whatever they deemed appropriate but noted the item before the Commission was to establish a base zoning district and had no sites associated with it. He explained the use was permitted under the I-2, noting if the Commission felt the I-1 was appropriate they could use that designation but explained the property owner would then be a non-conforming use status. He stated when a property gets annexed into the city it was in the comprehensive plan that the property be brought in under a similar zoning designation.

Mr. Randy Hayes, City Attorney, explained since the county had established uses designated, the city was required by law and by the city's comprehensive plan to provide a similar use to that of which the property had when in the county. He stated, if the zoning changes, the rights the property had may also change. He noted if the Commission would like a broader discussion staff could create a separate agenda item. He explained the item before the Commission was consistent with the comprehensive plan and obligations under statutes as it related to the property.

Commissioner Tolland inquired if the city chose not to annex in the property in question, the county would be required to provide water and sewer; whereby, Mr. Spraker reviewed the annexation requirements of the city and noted the city lacked the option to not annex a property, noting it could be delayed.

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

Item #9G – 204 Magnolia Drive, Comprehensive Plan Land Use Map Amendment (Small-Scale)

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-42
AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 0.24± ACRES LOCATED AT 204 MAGNOLIA DRIVE (VOLUSIA COUNTY PARCEL NUMBER: 4214-20-02-0011) FROM “PUBLIC/INSTITUTIONAL” TO “LOW DENSITY RESIDENTIAL”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-42, on second reading, as read by title only.

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

Item #9H – 901 Airport Road, Comprehensive Plan Land Use Map Amendment (Small-Scale)

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-43
AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE PARCEL OF REAL PROPERTY TOTALING 5.2± ACRES LOCATED AT 901 AIRPORT ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-40-0010) FROM “LIGHT INDUSTRIAL/UTILITIES” TO “OPEN SPACE/CONSERVATION”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-43, on second reading, as read by title only.

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

Item #9I – Bradford Park, Annexation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-44
AN ORDINANCE ANNEXING SIX PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED SOUTH OF PENNSYLVANIA AVENUE, WEST OF PLANTATION OAKS BOULEVARD AND EAST OF INTERSTATE I-95 (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, AND 3136-01-01-001A); AND ANNEXING PORTIONS OF THE INDIANA AVENUE RIGHT-OF-WAY, BENTON STREET RIGHT-OF-WAY, AND ROSEMARY STREET RIGHT-OF-WAY; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was for an annexation of a property to be known as Bradford Park along Plantation Oaks Boulevard. He stated the applicant was attempting to create a townhouse subdivision and reviewed the process for the property. He noted the property was part of the Interlocal Service Boundary Agreement and was being annexed due to the water connection.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-44, on first reading, as read by title only.

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

Mayor Partington closed the public hearings.

Item #10 – Reports, Suggestions, Requests

Events and Thanks

Ms. Shanahan reviewed upcoming events including the retirement of Ormond Beach Police Officer Gregory Stokes, Movies on the Halifax, First Saturday Art Walk, and the Casements Summer Story Stroll. She requested a Capital Budget workshop for the Commission on August 15, 2023 at 5:30 p.m. to review the unfunded project list; whereby, all agreed to the workshop on August 15, 2023.

Commissioner Persis thanked staff for providing chargers for their phones and iPads on the dais.

Commissioner Briley thanked the Public Works staff and Public Works Director Shawn Finley for their work on the crosswalk on Hand Avenue.

Commissioner Tolland reviewed the meetings and events she attended and provided an update from the ReGrow the Loop Initiative.

Mayor Partington discussed the events he attended including the Volusia League of Cities and noted the Volusia County Sheriff was starting educational workshops for residents regarding social media and children, and requested staff assist in providing a location for a workshop when they schedule to be in the area.

Commissioner Persis, Commissioner Briley, Commissioner Sargent and Mayor Partington discussed the police officer swearing in and congratulated new Ormond Beach Police Officer Melissa Edmonds.

Hurricane Season

Ms. Shanahan stated staff had and delivered to the Nova Recreation Center and had sand bags available for residents. She explained residents could get 10 bags and begin self-bagging, noting if there was a storm then the bagging areas would be staffed. She encouraged residents to review the city's social media accounts for information on how to use sand bags.

Mayor Partington requested staff share a video from Volusia County on how to fill and place sandbags on the social media pages; whereby, Ms. Jenn Elston, Public Information Officer, stated she would find the video and share it.

Project Updates

Ms. Shanahan stated the South Beach Street sidewalks would be completed the week of August 7, 2023.

Commissioner Tolland stated she was looking forward to her meeting with staff regarding an update on Cassen Park. She explained she received several calls from citizens voicing their concerns regarding Metronet; whereby, Ms. Shanahan stated the Florida Legislature limited how the city could control the rights-of-way. Commissioner Tolland inquired if there was a post that could be added to the website; whereby, Ms. Shanahan stated staff was working on a post.

Mr. Shawn Finley stated staff was meeting with Metronet regularly and reviewed staff's limited involvement in the project. He noted a meeting staff had with Metronet where future work was reviewed, and staff requested Metronet slow down to improve the quality and limit impacts on the neighborhoods. He reviewed other utility providers that would be going through the city, and explained staff would receive a master plan from the providers so staff would know what was going on.

Commissioner Briley inquired if there was an opportunity for the utility providers to utilize a shared conduit to help minimize the impacts on the neighborhoods; whereby, Mr. Finley stated it was a great idea and was hopeful the companies would talk to each other.

Commissioner Sargent inquired the status of Cassen Park; whereby, Ms. Shanahan stated the design was being finalized and once complete, staff would schedule individual meetings with the Commissioners to review and receive input, followed by a workshop for discussion. He thanked staff for their work with the Easy Does It Club and their parking issues, and stated there were still concerns regarding their parking and requested staff start enforcing the parking; whereby, Ms. Shanahan stated Police Chief Jesse Godfrey was meeting with them to discuss concerns and would then start enforcing the parking.

Audience Remarks

Commissioner Persis inquired if the Commission would support staff sharing the Givebacks program on the city's social media; whereby, Commissioner Tolland and Mayor Partington supported the idea.

Commissioner Tolland discussed her support of the Givebacks program.

Commissioner Sargent thanked the NID Manager Chris Mason and his staff for their work in the Melrose Avenue area. He expressed concerns for staff's safety and inquired if they could obtain body cameras; whereby, Ms. Shanahan stated staff would work with the police department to ensure their safety. He inquired if staff could include a QR code in the utility bill, that linked to the NID's pamphlet on what to do and not to do related to code regulations; whereby, Commissioner Tolland expressed her support.

Item #11 – Adjournment

The meeting was adjourned at 8:11 p.m.

APPROVED: August 15, 2023

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-127
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	Edward Byrne Memorial JAG Program - Online Application Submittal		
Summary:	This is a request for approval for the submittal of a grant application to the U.S. Department of Justice under the Edward Byrne Justice Assistance Grant Program 2023 in the amount of \$13,079. The program provides direct formula grant funding to assist local efforts to prevent/reduce crime and violence. The City's direct award has been determined to be \$13,079. Funds must be used in one of the prescribed eight areas outlined in the grant guidelines. The Police Department plans to apply for the purchase of temporary traffic barricades to assist with pedestrian safety by blocking dangerous roads during hurricanes, emergencies and special events. These barricades are 42" tall by 72" long, safety orange in color, and are filled with water. They can be set up and taken down in a relatively quick manner. The Police Department does not currently have such barricades.		
Financial Impact:	Estimated cost to purchase the requested equipment is \$13,700. Total grant award is \$13,079, with \$621 to be paid from the General Fund Police Department budget. Once the grant is approved, new quotes will be solicited prior to procurement.		
Citizen Impact:	Temporary traffic barricades will provide an extra level of public protection to the citizens and visitors during emergency situations, before/after storm events, special events, and other circumstances such as special events.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends authorization of the on-line grant submittal to the U.S. Department of Justice in the amount of \$13,079 and acceptance if awarded.		

Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315	
Attachments:	1. 23-127 Edward Byrne Justice Assistance Grant Program FY 23 (P23-0148G) 2. BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 3. 2023 Florida Local JAG Allocations 4. DRAFT Grant Application JAG 2023 5. Invoice Quote-20230718-TSW -64610	
Approval:	Kelly McGuire, Finance Director 7/27/2023 Claire Whitley, Assistant City Manager 8/6/2023 Joyce Shanahan, City Manager 8/9/2023	

RESOLUTION NO. 2023-127

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF \$13,079 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the United States Department of Justice, Office of Justice Programs, provides financial assistance to local governments under the Edward Byrne Memorial Justice Assistance Grant (“JAG”) program as a means to enhance crime prevention efforts, and

WHEREAS, the City Commission desires to authorize the submission of an on-line application for financial assistance in the amount of \$13,079 available under the JAG program for the acquisition of temporary traffic barricades for the Ormond Beach Police Department to assist in promoting safety (a copy of said application is attached hereto and incorporated herein by reference), and

WHEREAS, the total cost of the requested equipment is estimated to be \$13,700, requiring an expenditure of \$621 which the City Manager has certified is available from the General Fund (001) Police Budget (a copy of the quote is attached hereto and incorporated herein by reference), and

WHEREAS, the City Commission desires to accept said grant once it is awarded, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit an on-line grant application in the amount of \$13,079 to the U.S. Department of Justice, Office of Justice Programs, under the Edward Byrne Memorial Justice Assistance Grant.

SECTION TWO. The City Commission hereby authorizes the acceptance of said grant funds once awarded; and further authorizes the Mayor and City Manager to execute any and all documents incidental thereto including any contract that is necessary for the City to accept the grant award.

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

APPROVED AND AUTHENTICATED this 15th day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

OMB No. 1121-0329
Expires 12/31/2023



BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171790

Solicitation Release Date: June 30, 2023 12:00 PM ET

Application Grants.gov Deadline: August 24, 2023 8:59 PM ET

Application JustGrants Deadline: August 31, 2023 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting state, local, and tribal jurisdictions' efforts to prevent or reduce crime and violence and to improve the fair administration of the justice system.

This solicitation incorporates guidance provided in the [OJP Grant Application Resource Guide](#) which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
C-BJA-2023-00105-PROD	Category 2–Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2023 JAG Program can be found at: <https://bjaojp.gov/program/jag/fy-2023-allocations>.

Eligible allocations under the JAG Program are posted annually on the [JAG web page](#). See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday–Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation

close date.

Submission Information

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a **Disclosure of Lobbying Activities (SF-LLL)** form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 and an SF-LLL in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and federal holidays.

OJP encourages applicants to review, the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov, JustGrants systems.

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Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states).

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

Statutory Authority: The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award

amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#) and click on their respective state and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2023 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.

2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include advancing justice system reform efforts, advancing racial equity and support for underserved communities, preventing and combating hate crimes, crime and violence reduction strategies, and community violence intervention (CVI) approaches. BJA encourages recipients of FY 2023 JAG funds to consider coordination with federal law enforcement agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Advancing Justice System Reform Efforts

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial bias and injustice and overly harsh sentences have swelled correctional populations which not only exacerbates distrust in the justice system, but also destabilizes the wellbeing of communities. To build strong, safe, and healthy communities, it is critical to address the underlying,

entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions must carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

Consistent with President Biden's [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety, and the [Safer America Plan](#), DOJ is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build community trust, alternatives to incarceration, community supervision reforms, support for mental health and substance use treatment services, community-driven programs and partnerships, and enhancing pretrial processes. Efforts to continue to address the backlog of court cases created during the pandemic would fall in this category. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Racial Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, DOJ is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, and to remove barriers to ensure equal opportunity for people of color and for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities.

BJA encourages JAG recipients to utilize funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety and efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, and indigent defense services. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to

provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Preventing and Combating Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language or concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the [U.S. Bureau of Justice Statistics' National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2021 and 2022, there were several attacks on houses of worship, threats against Historically Black Colleges and Universities, and increased attacks on Asian Americans. Though many jurisdictions are facing significant increases in hate crimes and hate incidents, [a recent research study and survey from the National Institute of Justice \(NIJ\)](#) indicates that many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

In September 2022, Attorney General Merrick Garland [announced that all 94 U.S. Attorneys' offices](#) would be implementing the United Against Hate Program and emphasized that eliminating hate and bias-motivated crimes is one of DOJ's top priorities, and combating hate crimes and promoting trust and accountability in law enforcement was one of the Department's priority goals for fiscal year 2023. BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, improve data collection and reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur.

This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at: [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Crime and Violence Reduction Strategies

The Biden–Harris Administration and DOJ have made crime and violence reduction a top priority. In May 2022, President Biden signed [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which states, “since early 2020, communities around the country have faced rising rates of violent crime, requiring law enforcement engagement at a time when law enforcement agencies are already confronting challenges of staffing shortages and low morale.” According to an analysis of 27 cities conducted by the Council on Criminal Justice, the number of homicides in 2022 declined 4 percent over 2021, yet the homicide rate remained 34 percent higher than 2019 levels. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund](#) indicate that as of December 31, 2022, 226 federal, state, tribal, and local law enforcement officers died in the line of duty in 2022. Line-of-duty-related deaths continue to be a top concern. Sixty-four law enforcement officers were killed feloniously by firearms in 2022, which is an increase over the historical number of deaths by gunfire seen in the prior decade (2010–2020 saw an average of 53).

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention, bolster the security of at-risk places of worship such as synagogues, churches, and mosques, provide

security for prosecutors and elections, enhanced community policing and crime prevention, enforcement of commonsense gun laws, and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Community Based Violence Intervention (CVI) Approaches

In April 2021, the [Biden–Harris Administration announced historic investments in CVI](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. On February 16, 2023, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that DOJ's approach to disrupting violent crime is: "centered on our partnerships – both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our approach is centered on building public trust. We know that we cannot do our jobs effectively without the trust of the communities we serve. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines – all toward one goal: the goal of making our communities safer."

BJA encourages JAG recipients to invest JAG funds to tailor programs to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies typically focus on high-risk individuals and gang and gun violence as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically provided to them such as behavioral health support, employment access, housing advocacy, and family support. More information on CVI strategies is available through [BJA's National Training and Technical Assistance Center \(NTTAC\)](#) and on BJA's website at: <https://bjaojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to partner with organizations with existing CVI strategies to support and enhance those programs, which may include organizations funded under OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI). To identify and learn

more about existing CVIPI grantees, review [OJP's CVIPI web page](#) and FY 2022 CVIPI award information. In addition, jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Additional Uses of JAG Funds

JAG funds awarded under this FY 2023 solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce, with a focus on gender and racial diversity.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Promote data sharing and sex offender monitoring.

Additionally, JAG funds awarded under this FY 2023 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

Limitations on the Use of JAG funds

Administrative Costs — Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting — JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds — Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG — The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements

A unit of local government that applies for and receives an FY 2023 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs) — ERPOs must include, at a minimum—

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in

federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive and procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.

4. Penalties for abuse of the program.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2023 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2023 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG - Body-Worn Camera \(BWC\) Policy Certification](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award

recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://cjitec.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2023 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG - Body Armor Mandatory Wear Policy Certification](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed

subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP webpage](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Death in Custody Reporting Act (DCRA) — The Death in Custody Reporting Act of 2013 (Public Law 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). To comply with DCRA, JAG State Administering Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies and submitting the data to BJA. Units of local government are strongly encouraged to cooperate with DCRA data collection efforts within their state.

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2023 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirements.

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity & Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders, and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2023 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2023 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1

violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years” (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI’s NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2023 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS — FBI](#).

Goals, Objectives, and Deliverables

Goals

In general, the FY 2023 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice and civil proceedings.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

A unit of local government that receives an FY 2023 JAG award will be required to produce various types of reports including quarterly performance reports in BJA’s Performance Measurement Tool (PMT), quarterly financial reports in JustGrants, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the Application and Submission Information section.

Evidence-Based Programs

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information and applicable documentation to be included in the application, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

General Guidance for Federal Award

Anticipated number of awards BJA expects to make:1296

Anticipated maximum dollar amount for each award: \$4,660,745

Period of performance start date: October 1, 2022

Period of performance duration: 24 - 48 months

Anticipated Total amount to be awarded under solicitation: \$102,778,619

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
	Category				

C-BJA-2023-00105-PROD	2—Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48
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Awards, Amounts and Durations

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY23 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Application and Submission Information

Content of Application Submission

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.” the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A brief Proposal Abstract (no more than 100 words), which concisely describes the intended use of JAG funds, must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of _____ will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of _____ will use JAG funds to hire credible messengers as part of a community based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of _____ and _____ will use JAG funds for technology improvements and equipment. Specifically, the county of _____ will use JAG funds to replace its records management system in order to transition to NIBRS, and the city of _____ will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2023 JAG funds, the subaward process (if applicable, including dispartes) and

timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measure information is included as a notification that award recipients will be required to submit performance data as part of each award's reporting requirements. Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this

review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semi-annual performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

If applicable, the applicant will upload their indirect cost rate agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and upload it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Memorandum of Understanding (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

OJP will not deny an application for an FY 2023 award if the recipient does not submit a properly executed MOU by the application deadline, but the award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits the properly executed MOU.

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled “Other Program Requirements.” The most up-to-date certification form can be found at: <https://bja.ojp.gov/doc/fy-23-local-jag-ce-certification.pdf>.

Disclosure and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. Once the applicant submits in Grants.gov, this information will pre-pend into JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards, or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) additional information.

How to Apply

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step

process via Grants.gov and JustGrants.

Step 1: After registering with SAM, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

Step 2: The applicant must then submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8/24/2023 8:59 PM, ET.

The **full application** must be submitted in JustGrants by 8/31/2023 8:59 PM, ET.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient

time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application

OJP will only consider a request to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason, applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the [SAM Help Desk \(Federal Service Desk\)](#), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and Federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the

- error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue or that does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant may review and comment on any information about its organization that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant entity.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30th. See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports - Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1 — Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), and contact information for Grants.gov and JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Formula Program - Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference the [OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov:

- Acquire or renew your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Select the correct Competition ID
- Access the funding opportunity and application package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2023 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Review Eligibility Requirement: Review the Eligibility section on the cover page and

Eligibility Information section in the solicitation.

Application Step 1

Submit the **SF-424** and **SF-LLL** in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**
- Submit Intergovernmental Review (if applicable)

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- a submission receipt
- a validation receipt
- a grantor agency retrieval receipt
- an agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

Application Step 2

Submit the following information in JustGrants

Application Components

- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application](#)

- [Resource Guide](#))
- Memorandum of Understanding (if applicable)
- [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Review, Certify and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received:

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [OJP Grant Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

[Virtual Q&A Sessions](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

2023 Florida Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

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- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	BROWARD COUNTY	County	\$30,220	
FL	CORAL SPRINGS CITY	Municipal	\$17,479	
FL	DANIA BEACH CITY	Municipal	\$19,480	
FL	DAVIE CITY	Municipal	\$24,897	
FL	DEERFIELD BEACH CITY	Municipal	\$29,697	
FL	FORT LAUDERDALE CITY	Municipal	\$100,385	
FL	HALLANDALE BEACH CITY	Municipal	\$18,310	
FL	HOLLYWOOD CITY	Municipal	\$41,884	
FL	LAUDERDALE LAKES CITY	Municipal	\$28,220	
FL	LAUDERHILL CITY	Municipal	\$53,978	
FL	MIRAMAR CITY	Municipal	\$30,651	
FL	NORTH LAUDERDALE CITY	Municipal	\$20,557	
FL	OAKLAND PARK CITY	Municipal	\$25,512	
FL	PEMBROKE PINES CITY	Municipal	\$27,020	
FL	PLANTATION CITY	Municipal	\$19,972	
FL	POMPANO BEACH CITY	Municipal	\$80,413	
FL	SUNRISE CITY	Municipal	\$17,603	
FL	TAMARAC CITY	Municipal	\$16,556	\$602,834
FL	LEON COUNTY	County	\$29,543	
FL	TALLAHASSEE CITY	Municipal	\$131,683	\$161,226
FL	PINELLAS COUNTY	County	\$46,254	
FL	ST PETERSBURG CITY	Municipal	\$154,671	\$200,925
FL	ALACHUA COUNTY	County	\$73,335	
FL	ALTAMONTE SPRINGS CITY	Municipal	\$11,787	
FL	AOPKA CITY	Municipal	\$20,650	
FL	BAY COUNTY	County	\$30,959	
FL	BELLE GLADE CITY	Municipal	\$18,188	
FL	BOCA RATON CITY	Municipal	\$18,372	
FL	BOYNTON BEACH CITY	Municipal	\$48,192	
FL	BRADENTON CITY	Municipal	\$32,436	
FL	BREVARD COUNTY	County	\$52,316	
FL	CAPE CORAL CITY	Municipal	\$23,019	
FL	CASSELBERRY CITY	Municipal	\$10,617	
FL	CHARLOTTE COUNTY	County	\$24,588	
FL	CITRUS COUNTY	County	\$34,282	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	CLAY COUNTY	County	\$48,469	
FL	CLEARWATER CITY	Municipal	\$44,284	
FL	COCOA CITY	Municipal	\$15,572	
FL	COLLIER COUNTY	County	\$75,766	
FL	COLUMBIA COUNTY	County	\$14,218	
FL	DAYTONA BEACH CITY	Municipal	\$70,258	
FL	DE LAND CITY	Municipal	\$17,479	
FL	DE SOTO COUNTY	County	\$10,371	
FL	DELRAY BEACH CITY	Municipal	\$35,267	
FL	ESCAMBIA COUNTY	County	\$137,684	
FL	FLAGLER COUNTY	County	\$17,941	
FL	FLORIDA CITY CITY	Municipal	\$31,944	
FL	FORT MYERS CITY	Municipal	\$47,239	
FL	FORT PIERCE CITY	Municipal	\$24,404	
FL	GAINESVILLE CITY	Municipal	\$91,061	
FL	GREENACRES CITY	Municipal	\$12,156	
FL	HENDRY COUNTY	County	\$12,187	
FL	HERNANDO COUNTY	County	\$41,206	
FL	HIALEAH CITY	Municipal	\$45,638	
FL	HIGHLANDS COUNTY	County	\$19,572	
FL	HILLSBOROUGH COUNTY	County	\$168,612	
FL	HOMESTEAD CITY	Municipal	\$61,794	
FL	INDIAN RIVER COUNTY	County	\$20,927	
FL	JACKSON COUNTY	County	\$10,217	
FL	JACKSONVILLE BEACH CITY	Municipal	\$11,848	
FL	JACKSONVILLE CITY	Municipal	\$544,427	
FL	JUPITER CITY	Municipal	\$10,248	
FL	KISSIMMEE CITY	Municipal	\$29,974	
FL	LAKE CITY CITY	Municipal	\$15,448	
FL	LAKE COUNTY	County	\$43,730	
FL	LAKE WORTH BEACH CITY	Municipal	\$36,560	
FL	LAKELAND CITY	Municipal	\$34,314	
FL	LARGO CITY	Municipal	\$30,251	
FL	LEE COUNTY	County	\$119,250	
FL	LEESBURG CITY	Municipal	\$15,572	
FL	LEVY COUNTY	County	\$42,715	
FL	MADISON COUNTY	County	\$11,478	
FL	MANATEE COUNTY	County	\$128,544	

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FL	MARION COUNTY	County	\$96,877	
FL	MARTIN COUNTY	County	\$29,051	
FL	MELBOURNE CITY	Municipal	\$59,610	
FL	MIAMI BEACH CITY	Municipal	\$73,581	
FL	MIAMI CITY	Municipal	\$260,750	
FL	MIAMI GARDENS CITY	Municipal	\$75,058	
FL	MIAMI-DADE COUNTY	County	\$517,346	
FL	MONROE COUNTY	County	\$16,588	
FL	NASSAU COUNTY	County	\$15,633	
FL	NEW PORT RICHEY CITY	Municipal	\$12,586	
FL	NORTH MIAMI BEACH CITY	Municipal	\$28,313	
FL	NORTH MIAMI CITY	Municipal	\$46,531	
FL	NORTH PORT CITY	Municipal	\$10,125	
FL	OCALA CITY	Municipal	\$41,391	
FL	OCOE CITY	Municipal	\$13,818	
FL	OKALOOSA COUNTY	County	\$47,331	
FL	OKEECHOBEE COUNTY	County	\$16,526	
FL	OPA-LOCKA CITY	Municipal	\$31,974	
FL	ORANGE COUNTY	County	\$438,256	
FL	ORLANDO CITY	Municipal	\$214,281	
FL	ORMOND BEACH CITY	Municipal	\$13,079	
FL	OSCEOLA COUNTY	County	\$65,118	
FL	PALM BAY CITY	Municipal	\$34,713	
FL	PALM BEACH COUNTY	County	\$145,193	
FL	PALM SPRINGS CITY	Municipal	\$17,695	
FL	PANAMA CITY BEACH CITY	Municipal	\$11,510	
FL	PANAMA CITY CITY	Municipal	\$23,542	
FL	PASCO COUNTY	County	\$134,699	
FL	PENSACOLA CITY	Municipal	\$32,867	
FL	PINELLAS PARK CITY	Municipal	\$18,988	
FL	PLANT CITY CITY	Municipal	\$16,833	
FL	POLK COUNTY	County	\$113,803	
FL	PORT ST LUCIE CITY	Municipal	\$23,850	
FL	PUTNAM COUNTY	County	\$10,740	
FL	RIVIERA BEACH CITY	Municipal	\$36,529	
FL	SANFORD CITY	Municipal	\$43,976	
FL	SANTA ROSA COUNTY	County	\$20,465	
FL	SARASOTA CITY	Municipal	\$30,928	

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	SARASOTA COUNTY	County	\$41,822	
FL	SEMINOLE COUNTY	County	\$43,730	
FL	ST JOHNS COUNTY	County	\$25,573	
FL	ST LUCIE COUNTY	County	\$25,788	
FL	SUMTER COUNTY	County	\$17,756	
FL	SUWANNEE COUNTY	County	\$12,833	
FL	TAMPA CITY	Municipal	\$167,289	
FL	TITUSVILLE CITY	Municipal	\$29,574	
FL	VOLUSIA COUNTY	County	\$55,332	
FL	WEST PALM BEACH CITY	Municipal	\$84,568	
FL	WINTER GARDEN CITY	Municipal	\$15,049	
FL	WINTER HAVEN CITY	Municipal	\$18,280	
	Local total		\$6,890,099	

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Temporary Traffic Barriers: To assist in promoting safety by blocking off dangerous roads during/after hurricanes and other emergencies, and for providing pedestrian protection when needed.	10/1/23	9/30/24
	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
	0.0	0.0
Federal Estimated Funding (Federal Share)		
13079.0		
Total Estimated Funding		
13079.0		
Areas Affected by Project (Cities, Counties, States, etc.)		
No items		

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Application POC First Name

Loretta

Application POC Middle Name

Application POC Last Name

Moisio

Application POC Suffix Name

Organizational Affiliation

City of Ormond Beach

Title

Grants Coordinator

Email ID

Loretta.Moisio@ormondbeach.org

Phone Number

3866763315

Fax Number

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? 

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

	Name Form SF424_4_0-V4.0.pdf	Date Added 7/14/23
	Name Form SFLLL_2_0-V2.0.pdf	Date Added 7/14/23
	Name GrantApplication.xml	Date Added 7/14/23

Authorized Representative

Authorized Representative Information

Prefix Name

First Name Middle Name Last Name Suffix Name

Bill _____ Partington _____

Title

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF ORMOND BEACH

Doing Business As**UEI**

P7N5EWNDK217

Legal Address**Street 1**

22 S BEACH ST

Street 2**City**

ORMOND BEACH

State

FL

Zip/Postal Code

32174

Congressional District

06

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

LORETTA MOISIO

Certification Date / Time

07/18/2023 08:13 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

assistance.

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

The City of Ormond Beach will use JAG funds to purchase temporary traffic barricades to assist in promoting safety by blocking off dangerous roadways during/after hurricanes and other emergencies; providing pedestrian protection when needed; and, during special events when roadways can be shut down or traffic re-routed to accommodate safe operations.

Proposal Narrative

	Name JAG 23 PROPOSAL NARRATIVE.pdf	Category Proposal Narrative	Created by LORETTA MOISIO	Applic ation Numbe r —	Date Added 07/19/2 023	
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Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative



	Name	Category	Created by	Application Number	Date Added	
	JAG 23 BUDGET AND BUDGET NARRATIVE.pdf	Budget Worksheet and Budget Narrative (attachment)	LORETTA MOISIO	—	07/19/2023	

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Financial Management Questionnaire (Including applicant disclosure of high-risk status)



	Name	Category	Created by	Application Number	Date Added	
	Financial Capability Form.pdf	Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)	LORETTA MOISIO	—	07/18/2023	

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

Year 1	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Construction	\$0.00
SubAwards	\$0.00
Procurement	\$0.00
Contracts	\$0.00
Other Costs	\$0.00
Total Direct Costs	\$0.00
Indirect Costs	\$0.00
Total Project Costs	\$0.00

Total
Project
Cost
Breakdown

Total Percentage

Federal
FundsMatch
AmountProgram
Income
Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE _____
MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

Additional Application Components

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities



Name

Form
SFLLL_2_0-
V2.0.pdf

Category

LobbyingActiviti
esDisclosure

Created by

Applic
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Disclosure of Duplication in Cost Items

DOJ Certified Standard Assurances



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes

and regulations applicable to the award;

- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42

U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and

financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge 🌟

Not Signed

SignerID

Signing Date / Time

DRAFT

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the

instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or

obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in

the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see

<https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Not Certified

SignerID

Signing Date / Time

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this

declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge ✳

Not Signed

SignerID

Signing Date / Time

Other

No documents have been uploaded for Other

Not Certified

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

07/14/2023

4. Applicant Identifier:

JAG2023

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

Florida

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Ormond Beach

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000398

* c. UEI:

P7N5EWNDK217

d. Address:

* Street1:

22 South Beach Street

Street2:

* City:

Ormond Beach

County/Parish:

Florida

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

32174-6836

e. Organizational Unit:

Department Name:

Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Loretta

Middle Name:

* Last Name:

Moisio

Suffix:

Title:

Grants Coordinator

Organizational Affiliation:

City of Ormond Beach

* Telephone Number:

3866763315

Fax Number:

* Email:

Loretta.Moisio@ormondbeach.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

0-BJA-2023-171790

* Title:

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

13. Competition Identification Number:

C-BJA-2023-00104-PROD

Title:

Category 1- Applicants with eligible allocation amounts of less than \$25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Temporary Traffic Barriers: To assist in promoting safety by blocking off dangerous roads during/after hurricanes and other emergencies, and for providing pedestrian protection when needed.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

6

* b. Program/Project

6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2023

* b. End Date:

09/30/2024

18. Estimated Funding (\$):

* a. Federal	13,079.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	13,079.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Loretta

Middle Name:

* Last Name:

Moisio

Suffix:

* Title:

Grants Coordinator

* Telephone Number:

3866763315

Fax Number:

* Email:

Loretta.Moisio@ormondbeach.org

* Signature of Authorized Representative:

Loretta N Moisio

* Date Signed:

07/14/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name City of Ormond Beach * Street 1 22 South Beach Street Street 2 * City Ormond Beach State FL: Florida Zip 32174 Congressional District, if known: 6		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: US Department of Justice		7. * Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program CFDA Number, if applicable: 16.738
8. Federal Action Number, if known: 		9. Award Amount, if known: \$ 13,079.00
10. a. Name and Address of Lobbying Registrant: Prefix * First Name NA Middle Name * Last Name NA Suffix * Street 1 NA Street 2 * City NA State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name NA Middle Name * Last Name NA Suffix * Street 1 NA Street 2 * City NA State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Loretta N Moisie * Name: Prefix * First Name Loretta Middle Name * Last Name Moisie Suffix Title: Grants Coordinator Telephone No.: 3866763315 Date: 07/14/2023		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

PROPOSAL NARRATIVE

Introduction: The City of Ormond Beach is located in northeast Volusia County on the Atlantic Ocean and is immediately adjacent to the City of Daytona Beach. Ormond Beach is a full-service City with a Police Department of 91 full-time positions and 71 sworn police officers. The City covers 38.6 square miles and has an estimated population of 44,677 as of 2022 from the University of Florida Bureau of Economic and Business Research. The main roadways into Ormond Beach are US1, State Road A1A and State Road 40 (Granada Boulevard). These roadways are impacted by City sponsored and countywide special events. The greatest traffic impact occurs during Bike Week, Biketoberfest, several weeks of NASCAR races and college spring break. Ormond Beach is also a popular international and national vacation destination due to its beach and close proximity to central Florida tourist attractions.

Statement of the Problem: The Greater Daytona Beach area, including Ormond Beach, is a popular tourism destination. The Daytona Beach Visitors Bureau estimates that over 10 million people visited our area in 2019. This annual influx of visitors results in increased vehicular traffic and the potential for increased accidents.

Project Design and Implementation: The primary goal is to provide officers of the Ormond Beach Police Department with equipment to assist in protecting citizens and visitors on its roadways during a myriad of circumstances – emergencies, extreme weather events, and special events. The intent of this project is to provide the City of Ormond Beach with an added level of safety for its citizens, its visitors, and its police officers, while enhancing the overall quality of life in the City of Ormond Beach.

Capabilities and Competencies: The department will ensure that its staff will be able to quickly deploy the equipment when needed.

Plan for Collecting the Data Required for this Solicitation's Performance Measures: As this award will be less than \$25,000, the required reporting sections include the General Information Questionnaire and Project Progress reports. Staff will be able to provide the required information as requested.

Funding and Procurement: Funding is requested for 32 safety orange temporary traffic barricades. The equipment can be quickly set up and will provide increased safety to residents and visitors. The total cost of this equipment is estimated to be within the grant amount. If additional funding is needed to complete this project, it will be provided by the City.

DRAFT

BUDGET AND BUDGET NARRATIVE

The City of Ormond Beach considers purchases under \$5,000 as expendable. This project would require the purchase of 32 temporary traffic barricades in safety orange. Staff has received a cost estimate, including shipping costs, which provides the basis of the costs below. If a grant is awarded, staff will use the City's procurement policy for acquisition.

DESCRIPTION	UNITS	PRICE/UNIT	TOTAL
Temporary Traffic Barricades,	32	\$375.00	\$12,000
Safety Orange			
Shipping/Handling			1,700
		TOTAL	\$13,700
Federal Request		\$13,079	
Non-Federal Amount		<u>621</u>	
TOTAL PROJECT		\$13,700	



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Ormond Beach

Street1: 22 South Beach Street

Street2:

City: Ormond Beach

State: Florida

Zip Code: 32174-6836

2. Authorized Representative's Name and Title:

Prefix: Ms. First Name: Joyce

Middle Name:

Last Name: Shanahan

Suffix:

Title: City Manager

3. Phone: 386-676-3200

4. Fax: 386-676-3384

5. Email: Joyce.Shanahan@ormondbeach.org

6. Year Established:

1880

7. Employer Identification Number (EIN):

59-6000398

8. Unique Entity Identifier (UEI) Number:

P7N5EWNDK217

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☒ Financial Statement Audit

☐ Defense Contract Agency Audit (DCAA)

☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: James Moore and Company

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "\$0"): 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☐ Yes ☒ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☐ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

☐ Yes ☐ No ☐ Not Sure
☒ N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

☐ Yes ☐ No ☐ Not Sure
☒ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Kelly McGuire

Date: 7/18/2023

Title: ☐ Executive Director ☒ Chief Financial Officer ☐ Chairman

☐ Other:

[Redacted]

Phone: 386-676-3226

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Page	Date	Invoice No.
1	07/18/23	64610A

Bill To

John Borzner
Ormond Beach Police Department
170 West Granada Boulevard
Ormond Beach, FL 32174

Ship To

Customer No.	Sales I.D.	Reference #	Media Code	Terms			
70767	/CS		55/	QUOTATION, EXP 07/28/23			
Ordered By	Warehouse	Phone Number		Total Wt.	Zone	# Packages	Ship Via
		PHONE: (386) 676-3599		0.0 Lbs		0	LTL

Message:

This Quotation is Valid for 15 Days. Freight is curbside only and does not include a lift gate or special services. Receiver will have to unload. Product lead time is 2-3 Weeks ARO.

Qty.	B/O	Shipped	Item #	Description	Unit Price	Disc	Extension
32	0	0	4206 SO-100	42" x 72" Water Filled Safety Barricade	375.0000	--	12000.00
				Safety Orange			

MERCHANDISE QUOTATION TOTAL \$ 12000.00

SHIPPING & HANDLING \$ 1700.00

QUOTATION TOTAL \$ 13700.00



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-128
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source - Tom Evans Environmental		
Summary:	Tom Evans Environmental is the sole source supplier of the Peerless pump product. These pumps were scheduled to be replaced as part of the planned capital Improvement project (CIP) - WTP Aeration Replacement & Clearwell Rehab. This project was previously authorized for bid. When the bids were received they far exceeded the engineers' estimate, resulting in Staff's recommendation to reject all bids. Staff is making modifications to the scope and anticipates resubmitting the project bid package to the City Commission in the near future. Due to the anticipated long lead time, approximately 44 weeks, the Engineer of Record (McKim & Creed) and City staff are requesting to purchase these pumps now, to reduce the delay of the overall project completion. In order to provide an adequate drinking water supply, this pumping station must operate on a continuous basis. The existing three transfer pumps have been in service since 1990 and are at the end of their intended service life. Replacing the existing transfer pumps with a similar style of pump allows continued operations with minimal modifications.		
Financial Impact:	\$259,400.00. Funds are included within 409 Fund - Water and Wastewater System Improvements.		
Citizen Impact:	Maintenance of the WTP components is required to maintain the level of service expected of the City's utility. The procurement of new transfer pumps allows the City to replace the existing pumps, and continue providing drinking water to customers while maintaining fire suppression capabilities with minimal interruption.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the sole source purchase of three high service pumps from Tom Evans Environmental.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 23-128 Transfer pumps-Tom Evans (P23-0143G) 2. Purch Auth - Tom Evans (Peerless Pumps) 3. Ormond Beach WTP - Peerless Pumps - Tom Evans Quote 4. Sole Source Justification Form 5. Peerless Sole Source	
Approval:	Kelly McGuire, Finance Director 7/26/2023 Claire Whitley, Assistant City Manager 8/8/2023 Joyce Shanahan, City Manager 8/9/2023	

RESOLUTION NO. 2023-128

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF THREE PEERLESS PUMPS FROM TOM EVANS ENVIRONMENTAL FOR THE CITY'S WATER TREATMENT PLANT; APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are three transfer pumps at the city's water treatment plant which have been in service since 1990 and which have reached the end of their useful life, and

WHEREAS, Tom Evans Environmental manufactures the only pumps that are compatible with the City's existing transfer pumping station, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, 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 three Peerless transfer pumps from Tom Evans Environmental at a cost not to exceed \$259,400.00, and

WHEREAS, the City Manager has certified that the money for the payment of the pumps has been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of three Peerless transfer pumps from Tom Evans Environmental at a cost not to exceed \$259,400.00, and to pay the costs therefore from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 15th day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2300710
Vendor: Tom Evans Environmental
Resolution No. 2023-128

Requisition By: Finley

Reason: Purchase of three Peerless Transfer Pumps and Nidec Motors for water treatment plant

Date: 8/15/2023

Purchase of: Purchase of three Peerless Transfer Pumps and Nidec Motors for water treatment plant – Funding through Fund 409 – Water and Wastewater Renewal and Replacement Fund

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Set of 3 Peerless 10AE14J Pumps w/ Nidec 40 HP Motors	EA	1	\$259,400.00	\$259,400.00
				Total:	\$259,400.00

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

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

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

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

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

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

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

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

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

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

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

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

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

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

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

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



July 18, 2023

Mike Stephenson, P.E.
Utilities Engineer
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

RE: 2022 Water Treatment Plant Improvements
Peerless Pump Equipment Scope
Ormond Beach, FL

Dear Mr. Stephenson,

We are pleased to offer the following equipment for your consideration and purchase for the subject project, per the Standard Terms & Conditions of Sale for Tom Evans Environmental, Inc., which are attached and are a part of this "Offer to Sell". Peerless Pump documents are also attached which clarify our offer including their terms.

SECTION 11215 – HORIZONTAL SPLIT CASE CENTRIFUGAL PUMPS

(3) Three Peerless Model 10AE14J Horizontal Split Case Pumps, 2,800 GPM @ 46 FT TDH, 1200 RPM, 12-inch Suction, 10-inch Discharge, Mechanical Seal, Falk Steelflex Coupling with Guard, Frame Mounted, includes Non-witnessed Factory Performance Testing, Non-witnessed Hydrostatic Testing, and Spare Parts; having materials of construction and performance in general conformance with the requirements of this part of the project specifications and the clarifications outlined below and the detailed documents attached, shall be provided separately, F.O.B. origin, with all freight allowed, to the customer's first destination, for installation and hook-up by the customer or his agent.

SECTION 16220 – MOTORS

(3) Three Nidec 40 HP Horizontal Motor, TEFC, 1200 RPM, 460V/3-Phase, Frame 364T, Premium Efficiency, Inverter Duty, with 115v Space Heaters, and Winding Thermostats; having materials of construction and performance in general conformance with the requirements of this part of the project specifications and the clarifications outlined below and the detailed documents attached, shall be provided separately, F.O.B. origin, with all freight allowed, to the customer's first destination, for installation and hook-up by the customer or his agent.

Your Cost, Less Tax, Delivered, is:
\$259,400.00

The above pricing includes the following services:

- 2-days for laser alignment of the pumping equipment, pre and post grouting.
- 2-days startup of the pumping equipment.
- 1-day for training

Notes and Clarifications:

- | | | | |
|-----|-----------------|------------------|---|
| 1. | [Clarification] | | Acknowledge Addendums 1 through 3. |
| 2. | [Exception] | 11001-2.01.C | Shop inspection visit to factory not included. |
| 3. | [Exception] | 11001-2.04.B | Anchor bolts and hardware by others. |
| 4. | [Exception] | 11001-2.06.A | Supply of Lubricants not included. |
| 5. | [Clarification] | 11215-1.03 | Peerless standard electronic submittals for engineered orders will be provided. |
| 6. | [Clarification] | 11215-1.05.A | Extended Warranty Included: Will be 24 months from date of startup or 30 months from date of shipment, whichever comes first. |
| 7. | [Exception] | 11215-2.02.B | Anchor bolts and hardware by others. |
| 8. | [Clarification] | 11215-2.02.G.3 | NPSHr curve shown on test curve will be historic factory data for pump model. |
| 9. | [Exception] | 11215-2.02.H.1.a | Casings will be Class 35 Cast Iron. |
| 10. | [Exception] | 11215-2.02.H.1.i | Coating will be Tnemec 21 per NSF 61 certification. |
| 11. | [Exception] | 11215-2.02.H.2.a | Impellers will be Nickel Aluminum Bronze, ASTM B148 C95800. |
| 12. | [Exception] | 11215-2.02.H.5.b | Mechanical seals will be John Crane Type 8-1 per Peerless' NSF 61 certification. |
| 13. | [Exception] | 11215-3.02 | See note 10 above. |
| 14. | [Clarification] | 11215-3.03.A.1 | Witness testing is not included. |
| 15. | [Clarification] | 11215-3.03.D.1 | See note 10 above. |
| 16. | [Clarification] | 16220-3.01.C | Witness testing is not included. |

PLEASE NOTE:

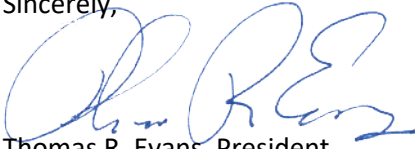
1. We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with any unpaid balance 30 days past due. Our price is based upon no retainage unless outlined otherwise.
4. Tom Evans Environmental, Inc. accepts the City of Ormond Beach's Standard Terms and Conditions for purchase.

5. Please understand that the following milestones are **estimates only**, based upon market conditions existing at the time of this offering and are subject to revision.
- a. **Submittal Data Available:** 3 to 4 Weeks After Receipt of Purchase Order.
 - b. **Production of Equipment:** 34 to 36 Weeks After Receipt of Approved Submittals.
 - c. **Shipment of Equipment:** 3 to 4 Weeks after Receipt of Approved Test Curves.
6. **Pricing is valid until August 31, 2023.** Market pricing fluctuates due to manufacturer's material suppliers and accordingly, after the expiration of this offer, we reserve the right to adjust pricing in response to market influences.
7. Startup shall be conducted by a TEE representative and shall demonstrate proper installation and complete installation/operation of all monitoring interfaces.

Submittals are provided for your review and approval to ensure that you, our customer, can be sure that we have the correct perception of what is required for the project. They are forwarded to you for your agreement that the equipment and configuration offered is correct. Any order you provide us for equipment will be contingent upon your approval of provided shop drawings which, when approved, shall become the only specifications for the equipment manufactured for your project.

For more information concerning this, or if you have comments, please call me at: **863-619-3789, or my cell at 305-588-6761**. We look forward to working with you on your project and we will do a great job for you.

Sincerely,



Thomas R. Evans, President
TOM EVANS ENVIRONMENTAL, INC.



Scope of Supply

Project name	Ormond Beach 2022 WTP Improvements	Quote Number / ID	1387130
Customer		Model / Stages	10AE14J / 1
Tag Number	REV1 of 001	Flow, rated	2,800 USgpm
Customer ref. / PO		Differential head / pressure, rated	46.00 ft
		Speed, rated	1160 rpm

Pump

Qty	Description
3	10AE14J Scope of Supply Scope Pump Type Pump Type: New Pump Scope of Supply: Complete Unit (Pump, Motor, Base, Cplg and Grd) General Pump Construction Materials Pump Material: Bronze Fitted Horiz Mount Pump Rotation: Clockwise (Right Hand) Casing: CI Casing Assembly 125lb/125lb ANSI Flanges Gaskets: Hardware & Split Flange Gasket for Casing Impeller Configuration: Standard Impeller Material: Nickle Alum. Brz. Impeller with Integral Rings Casing Ring Material: Bronze Casing Rings Shaft Configuration: Double Row Outboard Bearing Shaft Material: CW (RH) Shaft - 416SS, Double Row Outboard Bearing Shaft Sleeve Material: 316 SS Shaft Sleeves (set) Bearing Lubrication: Standard Grease Lubricated Ball Bearings Bearing Protection: Double Row Outboard/Sgl Row Inboard Brgs with Std Lip Seals Coating: Special/Other Coating Pump Internal Coating: Special/Other Pump External Coating: Special/Other Base Coating: Special/Other Motor Coating: Special/Other Seal & Packing Construction Seal Options Seal Type: Mechanical Seal Material: Crane Type 8-1 Mech Seal NSF Construction 175° F Max O P200 1 D86 1 Carbon vs Silicon Carb & EPR & 316SS (Set of 2) Seal Piping: Mechanical Seal Flush Piping - 18-8 Stn Steel Mounting Parts Base & Coupling Options Base: Fabricated Steel Drip Rim Base Coupling Type & Size: Falk, Steelflex SteelGrid: 1070T10 Coupling Guard: ANSI B15.1 Coupling Guard, Steel



Pump

Qty	Description
	Motor Driver Motor Type Site Voltage: 460 volt, 3 phase

Motor

Qty	Description
3	Motor Driver Motor Type Motor Enclosure: TEFC Motor Efficiency: NEMA Premium Motor Phase: Three Phase Selected Motor: Special Motor: 40Hp 1200R 364T 460V 3Ph 60Hz PremEff, Inverter Duty, Space Heaters, Thermostats Special Motor Frame Size: Configured Motor 40 hp 364T Frame 1200 RPM

Certification & Documentation

Qty	Description
3	Drinking Water Certification NSF 61 International Classification Nameplate (Subject to factory validation of design and materials) Project Management Project manager CE Mark: None

No Group

Qty	Description
1	Scope *ADDER for extended warranty: 24/30 months *ADDER for SS casing hardware *ADDER for spare parts PER PUMP: one set mechanical seals, one set shaft sleeves, one set gaskets, 2 casing gaskets, 1 Falk coupling Materials *ADDER for 2 coats of NSF 61 certified Tnemec 21 Base & Coupling Options *ADDER for structural steel drip rim base

Testing

Qty	Description
3	Test Options: US H I Non-Witnessed Performance Test - Hyd Ins 14.6 Unilateral Grade 1U Optional Testing: Test Curve For Approval - submitted for customer approval (stop/hold of production) Certified Test Report Certified Test Data Report of Performance Test (Each pump) Motor Non Overloading: Motor Nameplate Customer Supplied Driver Power : Customer Supplied Driver Power : 40 Hydrostatic Test: Non-Witnessed Hydrostatic Test

Commercial

Qty	Description
3	Shipping Container: Standard Skid (pump and driver)



Commercial

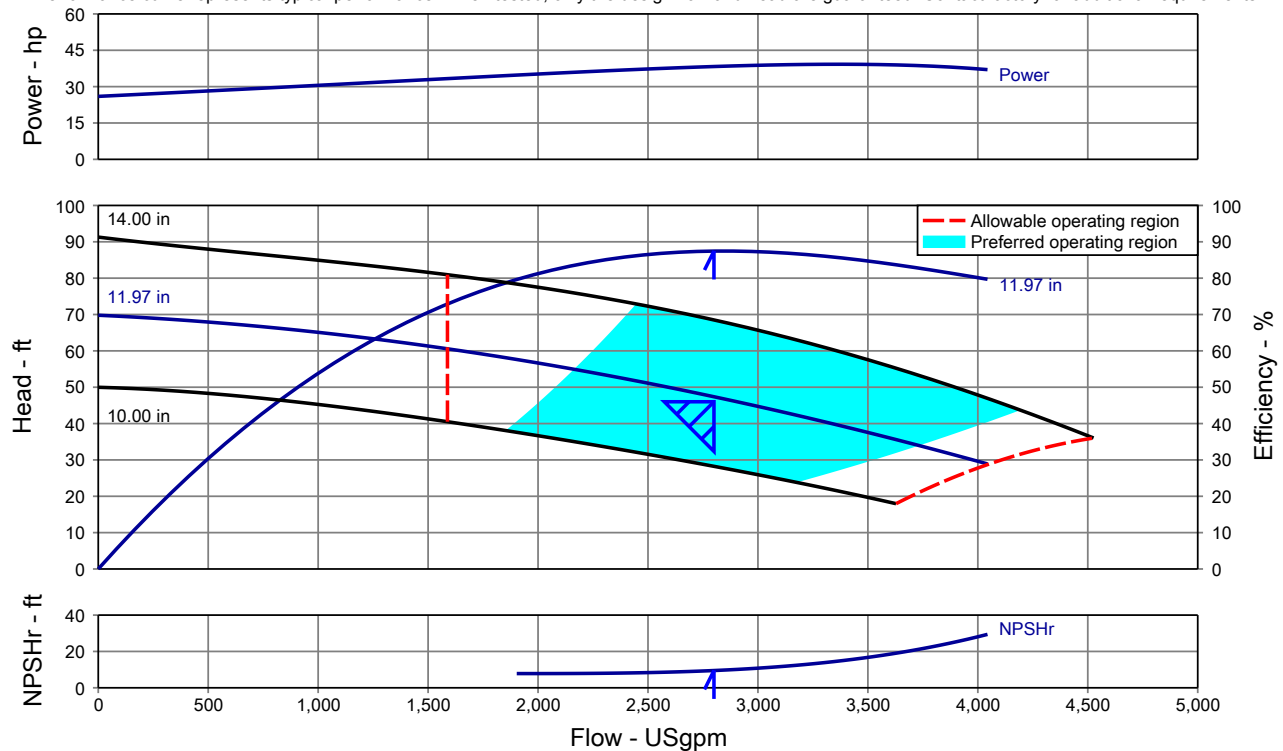
Qty	Description
	Incoterms 2020: FCA Freight Included Named Place: Lakeland, FL

Pump Performance Datasheet

Customer	:		Quote Number / ID	:	1387130
Customer ref. / PO	:		Peerless Model	:	10AE14J
Tag Number	:	REV1 of 001	Stages	:	1
Service	:		Based on curve number	:	10AE14J-1160 Rev Mar 2018
Quantity	:	3	Date last saved	:	04/04/2023 4:13 PM
Operating Conditions			Liquid		
Flow, rated	:	2,800 USgpm	Liquid type	:	Cold Water
Differential head / pressure, rated (requested)	:	46.00 ft	Additional liquid description	:	
Differential head / pressure, rated (actual)	:	47.42 ft	Solids diameter, max	:	0.00 in
Suction pressure, rated / max	:	0.00 / 0.00 psi.g	Solids concentration, by volume	:	0.00 %
NPSH available, rated	:	Ample	Temperature, max	:	68.00 deg F
Site Supply Frequency	:	60 Hz	Fluid density, rated / max	:	1.000 / 1.000 SG
Performance			Viscosity, rated	:	1.00 cP
Speed, rated	:	1160 rpm	Vapor pressure, rated	:	0.34 psi.a
Impeller diameter, rated	:	11.97 in	Material		
Impeller diameter, maximum	:	14.00 in	Material selected	:	Cast Iron - 125# Discharge
Impeller diameter, minimum	:	10.00 in	Pressure Data		
Efficiency	:	87.45 %	Maximum working pressure	:	30.21 psi.g
NPSH required / margin required	:	9.5 / 0.0 ft	Maximum allowable working pressure	:	175.0 psi.g
Ns (imp. eye flow) / Nss (imp. eye flow)	:	2,317 / 6,498 US Units	Maximum allowable suction pressure	:	300.0 psi.g
MCSF	:	1,588 USgpm	Hydrostatic test pressure	:	N/A
Head, maximum, rated diameter	:	69.80 ft	Driver & Power Data (@Max density)		
Head rise to shutoff	:	47.32 %	Motor sizing specification	:	Max power (non-overloading)
Flow, best eff. point	:	2,845 USgpm	Margin over specification	:	0.00 %
Flow ratio, rated / BEP	:	98.42 %	Service factor	:	1.15 (used)
Diameter ratio (rated / max)	:	85.50 %	Power, hydraulic	:	33.49 hp
Head ratio (rated dia / max dia)	:	69.16 %	Rated power (based on duty point)	:	38.30 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00 / 1.00	Max power (non-overloading)	:	39.24 hp
Selection status	:	Acceptable	Nameplate motor rating	:	40.00 hp / 29.83 kW

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

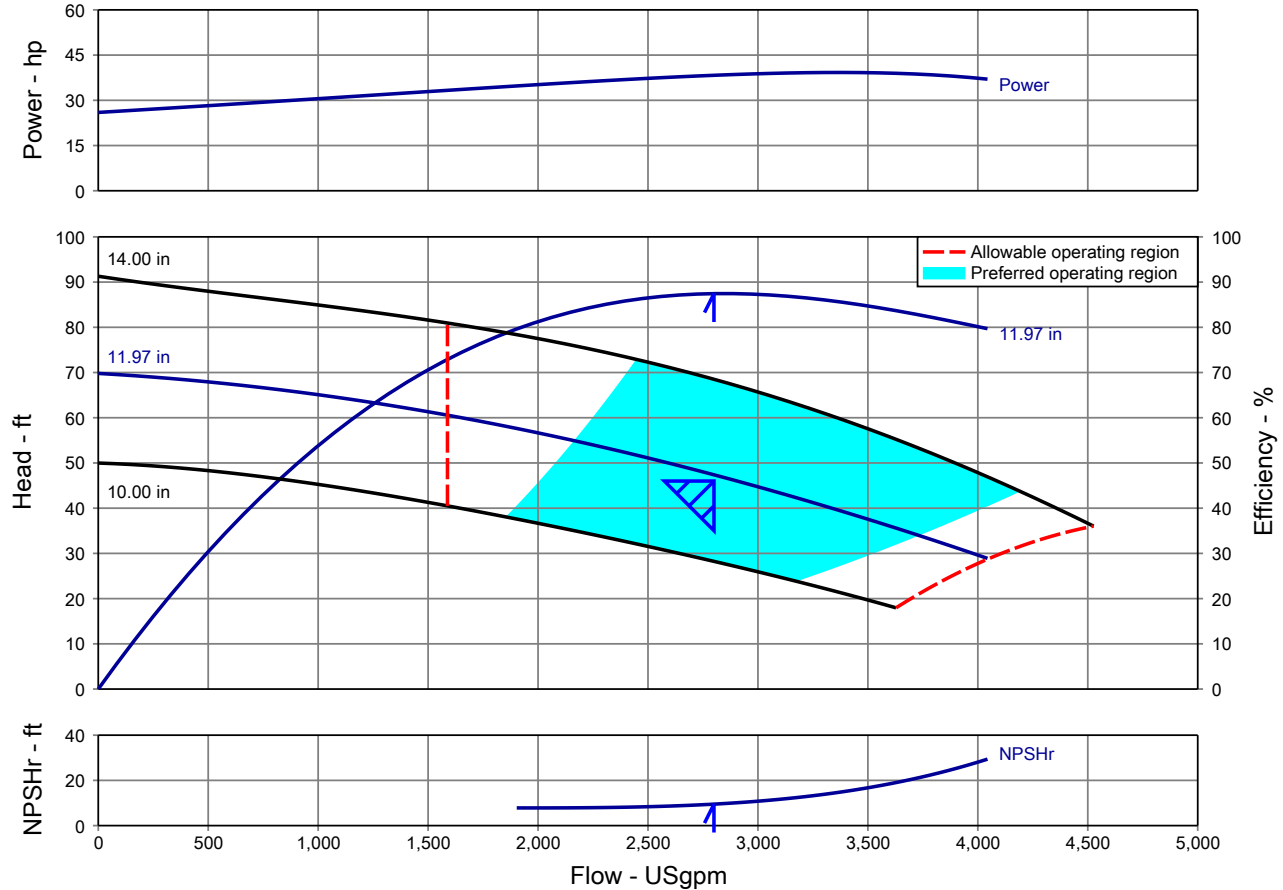
Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Pump Performance Curve

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



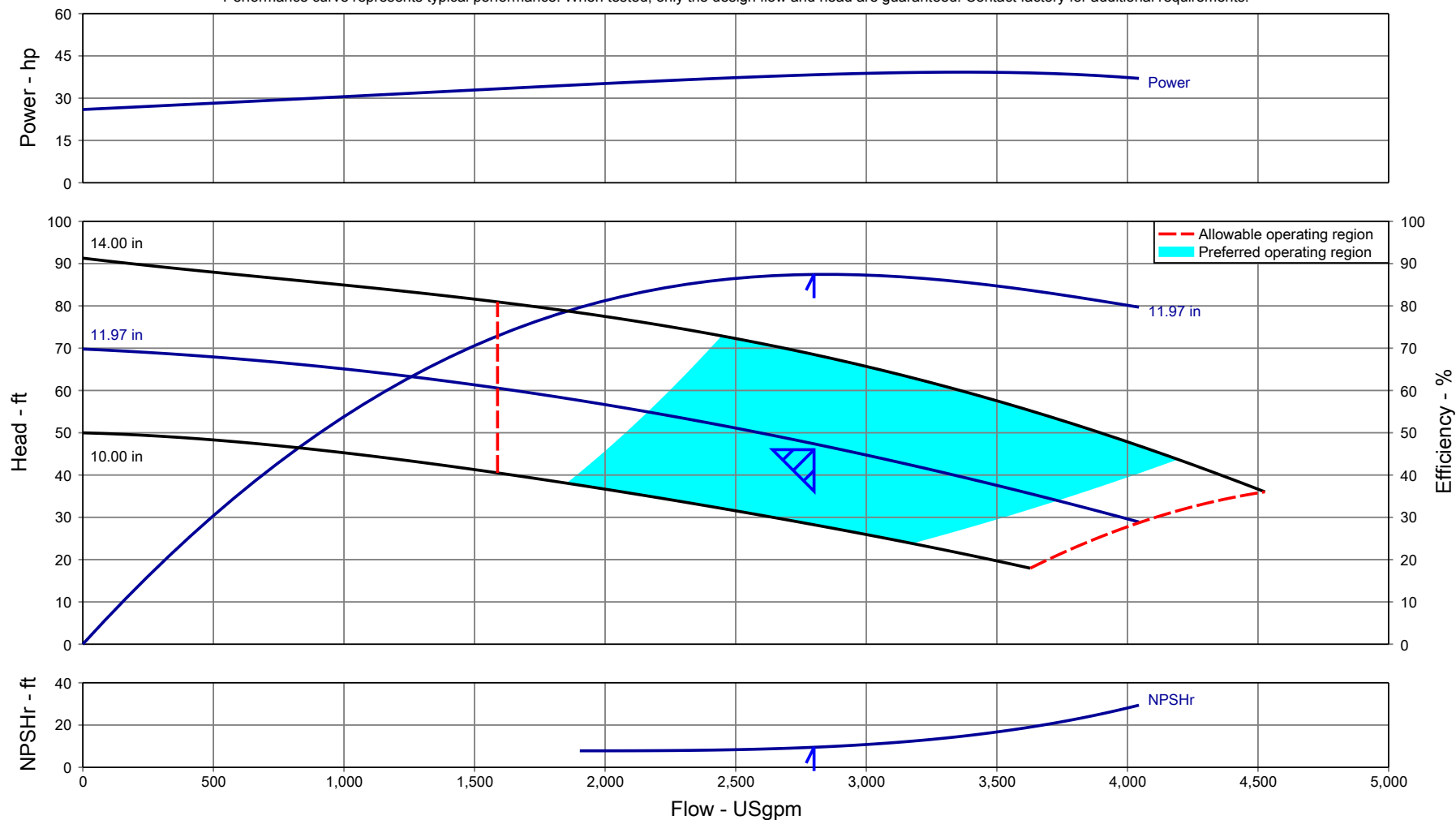
Customer	:	Peerless Model	:	10AE14J
Customer ref. / PO	:	Stages	:	1
Tag Number	:	Speed, rated	:	1160 rpm
Service	:	Based on curve number	:	10AE14J-1160 Rev Mar 2018
Quantity	:	Efficiency	:	87.45 %
Quote Number / ID	:	Rated power (based on duty point)	:	38.30 hp
Date last saved	:	Max power (non-overloading)	:	39.24 hp
Flow, rated	:	NPSH required	:	9.5 ft
Differential head / pressure, rated	:	Viscosity	:	1.00 cP
Fluid density, rated / max	:	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00 / 1.00

Flow (USGpm)	Head (ft)	Efficiency (%)	Power (hp)	NPSHr (ft)	Thrust, total (lbf)
0	69.80	0.00	25.98	-	-
449	68.16	27.62	27.99	-	-
899	65.75	49.61	30.06	-	-
1,348	62.57	66.17	32.18	-	-
1,797	58.66	77.63	34.28	-	-
2,247	54.03	84.47	36.27	7.9	-
2,696	48.71	87.29	37.98	9.0	-
3,145	42.73	86.83	39.07	12.1	-
3,595	36.11	83.96	39.03	18.4	-
4,044	28.90	79.69	37.02	29.4	-

Pump Performance Curve

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.

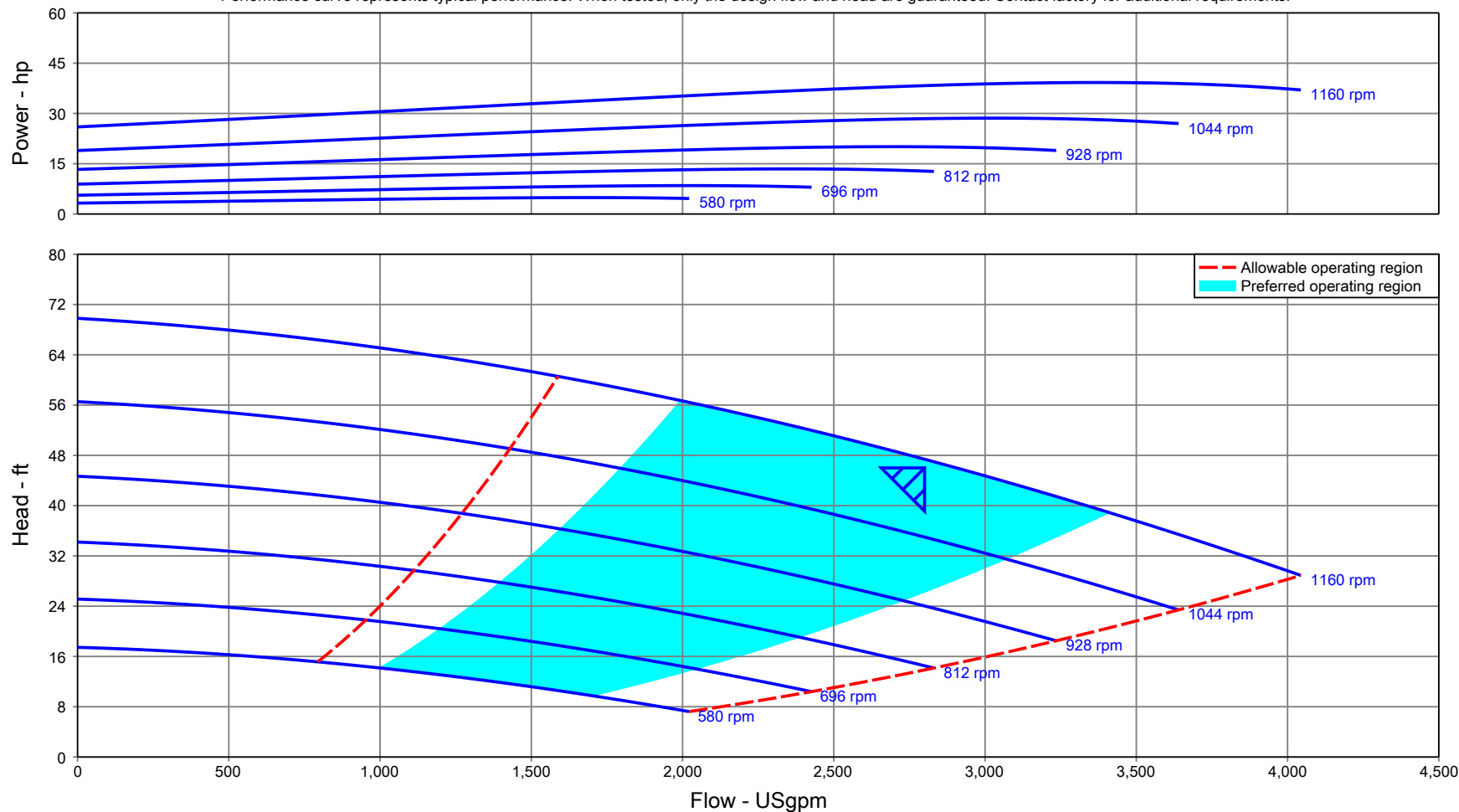


Project name	: Ormond Beach 2022 WTP Improvements	Tag Number	: REV1 of 001	Speed, rated	: 1160 rpm
Commissioned	:	Service	:	Flow, rated	: 2,800 USGpm
Representative	:	Peerless Model	: 10AE14J	Differential head / pressure, rated	: 46.00 ft
Customer	:	Quantity	: 3	Rated power (based on duty point)	: 38.30 hp
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Max power (non-overloading)	: 39.24 hp
Quote Number / ID	: 1387130		ENVIRONMENTAL INC	Efficiency	: 87.45 %
Date last saved	: 04/04/2023 4:13 PM	Quoted By (Sales Engineer)	: Dennis Szczepanek	Based on curve number	: 10AE14J-1160 Rev Mar 2018
		Stages	: 1		

Multi-Speed Performance Curve

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Project name	: Ormond Beach 2022 WTP Improvements	Tag Number	: REV1 of 001	Speed, rated	: 1160 rpm
Commissioned	:	Service	:	Flow, rated	: 2,800 USgpm
Representative	:	Peerless Model	: 10AE14J	Differential head / pressure, rated	: 46.00 ft
Customer	:	Quantity	: 3	Fluid density, rated / max	: 1.000 / 1.000 SG
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Viscosity	: 1.00 cP
Quote Number / ID	: 1387130		ENVIRONMENTAL INC	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Date last saved	: 04/04/2023 4:13 PM	Quoted By (Sales Engineer)	: Dennis Szczepanek	Based on curve number	: 10AE14J-1160 Rev Mar 2018
		Stages	: 1		



Customer :
Reference :

Construction Datasheet
Peerless Express 23.0.2

Project name	: Ormond Beach 2022 WTP Improvements	Tag Number	: REV1 of 001
Commissioned Representative	:	Service	:
Customer	:	Model	: 10AE14J
Customer ref. / PO	:	Quantity	: 3
Quote Number / ID	: 1387130	Quoted By (Sales Office)	: TOM EVANS ENVIRONMENTAL INC
Date last saved	: 04/04/2023 4:13 PM	Quoted By (Sales Engineer)	: Dennis Szczepanek

Construction

Nozzle	Size (in.)	Nozzle Configuration	Pos'n
Suction	12	125# ANSI	-
Discharge	10	125# ANSI	-

Orientation / Configuration : Horizontal Split Case Single Stage
Rotation : Clockwise
Wear Ring Configuration : Integral
Impeller Configuration : Standard
Shaft Configuration : Double Row Outboard Bearing
Sump Depth (feet) :
Bearing Frame :
Bearing Frame Foot :
Bearing Type (Radial/Thrust) :
Bearing Lubrication : Standard Grease Lubricated Ball Bearings
Thrust Bearing :
Intermediate Bearing :
Lower Bearing :
Bearing Housing Accessories :
Peerless Pump Model : 10AE14J - Bronze Fitted Horiz Mount, Mechanical With CI Casing Assembly 125lb/125lb ANSI Flanges

Baseplate, Coupling, and Guard

Baseplate : Fabricated Steel Drip Rim Base
Drip Pan :
Coupling : Falk, Steelflex SteelGrid
Guard : ANSI B15.1 Coupling Guard, Steel

Seal & Packing Construction

Sealing Method : Mechanical
Seal Material : Crane Type 8-1 Mech Seal NSF Construction 175° F Max O P200 1 D86 1 Carbon vs Silicon Carb & EPR & 316SS (Set of 2)
Packing Gland :
Lantern Ring :
Recirculation Lines : Mechanical Seal Flush Piping - 18-8 Stn Steel

Weights (Approx.)

Pump : 1,380 lb
Baseplate : 353 lb
Driver : 0 lb
Estimated Shipping Gross Weight : 1,733 lb

Motor Information

Manufacturer : N/A
Frame Size : 364T
Power : 40.00 hp
RPM : 1200 rpm
Enclosure : TEFC
Operating Power Supply : 460/3/60
Efficiency : Premium
Service Factor : N/A
Motor Application :
Motor Options / Accessories :
Catalog Number :

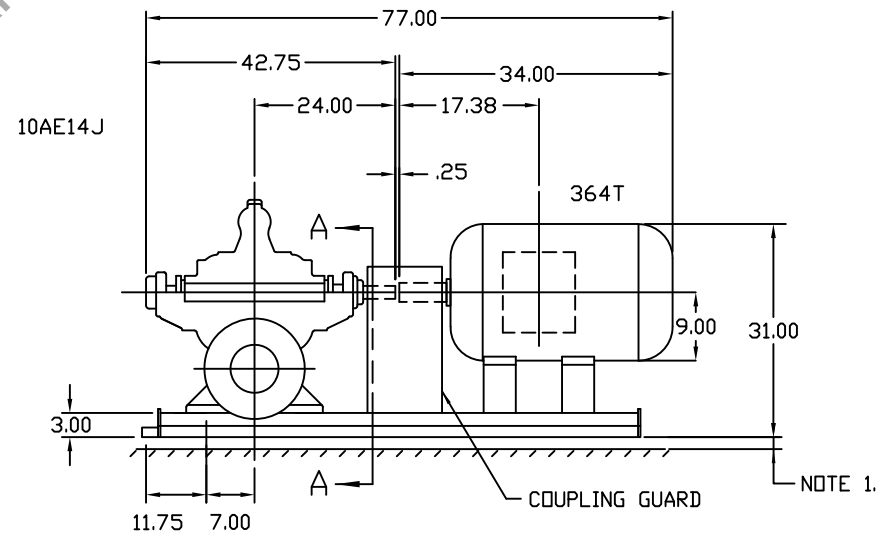
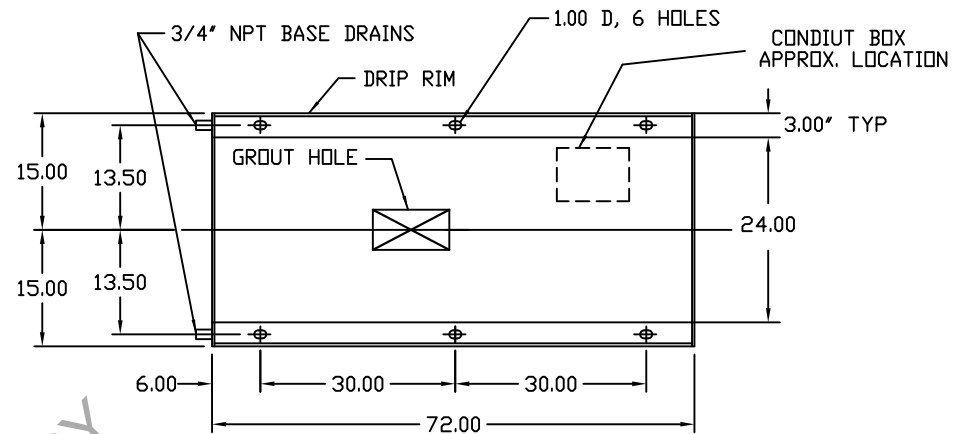
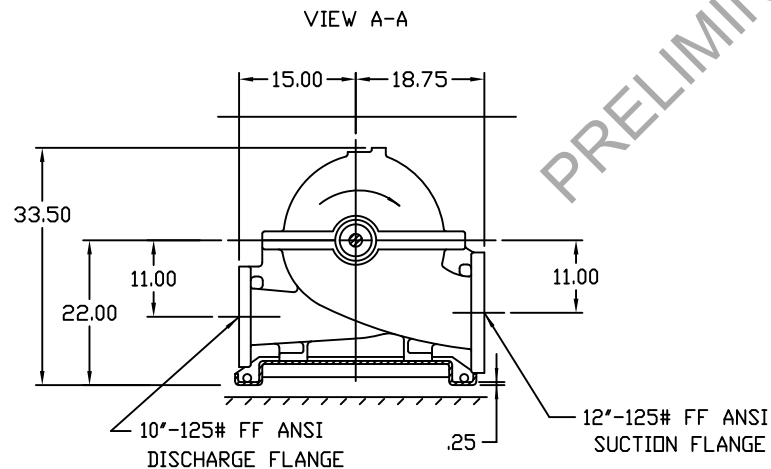
Materials

Case : CI Casing Assembly 125lb/125lb ANSI Flanges
Ring, Casing : Bronze Casing Rings
Impeller : Nickle Alum. Brz. Impeller with Integral Rings
Impeller Wear Ring : Integral
Impeller Key : 303 Stainless Steel
Gasket, Casing : Vegetable Fiber
Coating : Special/Other
Pump Shaft : CW (RH) Shaft - 416SS, Double Row Outboard Bearing
Sleeve : 316 SS Shaft Sleeves (set)
Line Shaft :
Column :
Discharge Pipe :
Discharge Elbow :
Suction Elbow :
Subplate :
Hardware :
O-rings :
Pump Coating : Special/Other

APPROXIMATE WEIGHTS (LBS.)	
PUMP	1380
DRIVER	750
CPLG	23
BASE	330
TOTAL	2483

NOTE 1. CUSTOMER MUST FILL BASE WITH GROUT AND ALLOW FOR .75 TO 1.50 INCH GROUT THICKNESS BETWEEN TOP OF FOUNDATION AND BOTTOM OF BASE.

NOTE 2. UNIT INSTALLATION AND FINAL COUPLING ALIGNMENT MUST BE DONE BY THE INSTALLING CONTRACTOR PER PEERLESS BULLETIN 2880549.



Certified for: ☒ Preliminary ☐ Approval ☐ Construction By: DJS Date: 4/4/2023

Project: 2022 WTP IMPROVEMENTS	Capacity: 2800 GPM	Frame / Model: 364T
Customer:	Total Pressure: 46 FT	Elect. Spec: 3 PH, 460 V, 60 HZ
Item No.:	Pump Speed: 1160 RPM	Service Factor: 1.15
Quote No.: 1387130	Power: 40 HP	Enclosure / Type: TEFC
Pump Model: PEERLESS - 10AE14J	Rotation: CLOCKWISE (Right Hand)	SD No.:



Peerless Pump Company
P.O. Box 7026 Indianapolis, IN 46207-7026
Phone : 317-925-9661
Fax : 317-924-7388



Quotation

Customer : Peerless Pump *
Attention : NICK CONNER
Reference : ORMOND BEACH MOTOR
NMC Reference : 1644466 1644479 IN

CURRENT	PHASE	CYCLES	VOLTS
AC	3	60	460 VAC

ITEM	QTY	HP	FRAME	SPEED	TYPE
A	3	40	364TS	1200	TCI

DESCRIPTION:

- NEMA Horizontal
- TEFC Enclosure
- Random Wound
- 1.15 Service Factor on Sine Wave Power
- 1.00 Service Factor on VFD
- Class "H" Insulation
- Insulife 2000 Insulation System
- 3300 Ft.(1000 M) Altitude
- +40 C Ambient
- "F-1" Assembly Position
- Premium Efficiency
- Aerator Duty (High Speed)
- Inverter Duty NEMA MG1 Part 31
Variable Torque ~ 10:1 Speed Range
- Temperature Rise (Sine Wave): Class "F" Rise @ 1.15
Service Factor (by Resistance)
- Direct-On-Line and VFD Start
- Continuous Duty
- 93 % Guaranteed Efficiency at Full Load
- Driven Load Inertia: NEMA
- Standard Load Inertia: 503 LB-FT2
- Starts Per Hour: 2 Cold/1 Hot (NEMA Standard)
- Lip Seals - Both Ends & Shaft Slinger Pulley End
- .188" Drain Hole - Both Ends
- Corro-Duty
- Grease Fittings/Press. Drains
- Ground Lug In Conduit Box
- AEGIS Grounding Ring (SGR)
- Insulated Bearings - Both Ends
- Sealed (Potted) Leads
- 115 Volt Space Heaters
- Special Balance
- Stainless Steel Hardware
- Thermostats - Normally Closed
- Sealant on Registers Fits,Bolt Heads and
C/B Bases (RTV)
- Q-1 Accessory Outlet Box
- Accessory C/B 1 Info: .
Cast Iron Box
Opposite Side of Main O/B
3/4" NPT Conduit Opening
Double Gasketed (NEMA 4) Box
- Short Commercial Test - Unwitnessed
- Submittal Requirements: .
Certified Dimension Print
Performance Data
Nameplate Data
Wiring (Connection) Diagram
Instruction Manual
Parts List
Rotor Inertia
Center Of Gravity Data
Recommended Spare Parts

SECTION 11215 Comments:

1. [Exception] 1.01.B - Section 09900 and Section 15000 was not provided for review.
2. [Exception] 1.03.A.1 - Section 00800 was not provided for review.
3. [Clarification] 1.03.A.1.g - Bill of Materials will not be provided since this is proprietary in nature.
4. [Clarification] 1.03.A.1.j -Test reports are furnished for every test purchased.
5. [Exception]1.03.A.3 - Section 00700 was not provided for review.



7. [Clarification] 1.04 - All referenced to coordination, execution, special tools, field testing, delivery, storage or handling to be done by others
8. [Clarification] 1.05 - Motors shall have Nidec standard limited warranty for 36 months form installation or 42 months from manufacturing date; whichever expires first.
9. [Exception] 2.02.H.6.f – Exception to 96.6%. Motor can only meet 93% Guaranteed Efficiency at Full Load.
10. [Exception] 2.02.H.6.o - Couplings shall be by others.
11. [Exception] 2.03 - Special tools and spare parts shall be by others'
12. [Exception] Part 3 - Execution shall be by others.
13. [Clarification] 3.03.C.1 - If Polarization Index Test is required, requote required.
14. [Clarification] 3.03.D - Paint shall be per NIDEC standard paint and preparation. If special paint is required, please supply Material Safety Data Sheet for Engineering review and approval.

Quote Comments:

1. All motor related clauses and sections have been reviewed. Compliance with the rest of the specification shall be by others.
2. All auxiliary components, monitors, alarm panel enclosure, relays, couplings, anchor bolts, VFDs, Grounding Strap, cables, sole plates, bed plates/base plate and other external controls are provided by others
3. All referenced to coordination, execution, field painting, field testing & reports, delivery, storage or handling to be done by others.
4. Prior to production release, orders aged over 90 days may be repriced to accommodate actual increased material and manufacturing costs.
- 5.
6. Please note – Storage Fees: As per Nidec's Standard Terms and Conditions, Ordered Goods produced by Nidec in compliance with Purchase Order requirements which cannot be shipped solely due to customer missing information, such as but not limited to carrier arrangements, will be charged 10% of the P.O. value 5 business days after Nidec customer notification.
7. Production lead times listed below are only estimated at time of quote. Actual manufacturing lead time may vary depending on holiday time of the year and production schedules. Once motors are released for production, lead times will be provided for all motors within the order. If orders are released for production at time of order entry, scheduled dates will be provided at that time.

WELCOME TO

U.S. MOTORS UNIVERSITY

POWERED BY NIDEC MOTOR CORPORATION

Online courses and training to build
motor and drive specialists.



<https://go.bluevolt.com/USMOTORSUniversity/s/>





City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: June 30th, 2023

Vendor: Tom Evans Environmental, Inc.

Cost: \$254,700.00

Requested by: Mike Stephenson, Utilities Engineer

Department: Public Works

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purchase of three (3) Peerless 10AE14J Pump assembly with 40 hp motor as listed on the attached quote. These Pump Assemblies will be installed at the Water Treatment Plant Aeration Transfer Pump Room, replacing the existing three pumps that are beyond their intended service life.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): The Pump assemblies that are currently in operation are no longer produced due to its age. Any replacement pumping assembly will require modifications to the piping and base. The set points of flow rate and total dynamic head for these pump assemblies were selected by the City's consultant, McKim & Creed, as part of the CIP Aeration Rehabilitation project.

Peerless pumps have recently been installed at other facilities in Ormond Beach (Breakaway Trails Reclaimed Storage & Pump Facility, Shadow Crossing Reclaimed Storage & Pump Facility and the WTP HSP 2).

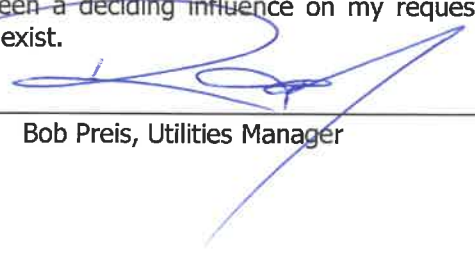
We receive excellent Customer Support from Tom Evans Environmental while standardization of equipment reduces cost and additional training.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Tom Evans Environmental is the sole and exclusive representative for the Peerless Pump product lines in peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

July 14, 2023

**Mike Stephenson, P.E.
Utilities Engineer
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174**

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Stephenson,

Please accept this letter as formal notification to the City of Ormond Beach that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

**Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company**

Cc: Tom Evans Environmental





City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-129
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Arbor Drainage Improvements		
Summary:	Each year, the Capital Improvement Plan (CIP) dedicates funds to the Stormwater Construction Project, to address localized stormwater flooding, conveyance, and water quality issues. For Fiscal Year (FY) 2022-2023, a budget of \$250,000 has been set aside for smaller scale projects that can be designed, bid, and constructed within the same FY. One such project is the proposed Arbor Drive drainage improvement project, which involves the construction of approximately 750 feet of reinforced concrete pipe (RCP), the replacement of 5 storm inlets, the installation of 2 new inlets, and the creation of a new headwall structure on the Halifax River. The Engineering Division has designed the project and prepared all necessary contract documents. A disposition item for advertisement of competitive bidding was presented to the Commission on June 6, 2023. On July 11, 2023, bids for the project (bid no. 2023-29) were opened, and five bids were received, ranging from \$318,491.00 to \$185,803.75. The low bid was from B & B Outdoor, Ormond Beach, FL. The bid tabulation and detailed plans are attached.		
Financial Impact:	\$185,803.75, with funding in the amount of \$250,000 available from 107 Stormwater Fund.		
Citizen Impact:	The project will greatly improve the existing stormwater system in the area and should reduce the standing water in the right-of-way. The impact from construction will be minimized to the extent practicable.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award to B & B Outdoor.		

Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 23-129 Arbor Dr Drainage Impr-B&B (P23-0141G) 2. Bid - B&B Outdoor LLC 3. BID 2023-29 Bid Tabulation	
Approval:	Kelly McGuire, Finance Director 7/27/2023 Claire Whitley, Assistant City Manager 8/2/2023 Joyce Shanahan, City Manager 8/9/2023	

RESOLUTION NO. 2023-129

A RESOLUTION ACCEPTING A BID FROM B&B OUTDOOR, LLC FOR CONSTRUCTION SERVICES REGARDING THE ARBOR DRIVE DRAINAGE IMPROVEMENTS PROJECT, UNDER BID NO. 2023-29; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-29) regarding construction services for the Arbor Drive drainage improvements project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by B&B Outdoor, LLC with a bid in the amount of \$185,803.75 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Stormwater Fund (107) for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The bid submitted by B&B Outdoor, LLC to perform the Project at a total cost not to exceed \$185,803.75 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with B&B Outdoor, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with B&B Outdoor, LLC for the performance of the Project at the said price, and to pay the cost thereof from the Stormwater Fund.

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

APPROVED AND AUTHENTICATED this 15th day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME B&B Outdoor LLC LICENSE NO. L22000253147

PROJECT IDENTIFICATION:

Arbor Drive Drainage Improvements

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2023-29

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>06/23/2023</u>	<u>1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
Arbor Drive Drainage Improvements
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item	Item Description	Item Quantity	Units	Unit Cost	Total Estimated Price
1	Furnish & Install 24" RCP Pipe	340	LF	195.00	66300.00
2	Furnish & Install 18" RCP Pipe	135	LF	150.00	20250.00
3	Furnish & Install 12" PVC Pipe	85	LF	125.00	10625.00
4	Type C Inlet	5	EA	5250.00	26250.00
5	Headwall	1	EA	8500.00	8500.00
6	Furnish and Install 24-Inch Inline Check Valve	1	EA	12000.00	12000.00
7	Asphalt Cut and Patch	180	SY	66.00	11880.00
8	MOT	1	LS	5000.00	5000.00
9	Curb and Gutter	175	LF	42.81	7498.75
10	Miscellaneous Driveway	50	SY	200.00	10000.00
11	Restoration	1	LS	7500.00	7500.00

TOTAL BID

\$ 185,803.75
(Figures)

One hundred eighty-five thousand eight hundred and three dollars and seventy five cents
(Words)

BID (Cont'd.)
Arbor Drive Drainage Improvements
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 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.)
Arbor Drive Drainage Improvements
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 117 W Palmetto Av
Street Address: 117 W Palmetto Av
City, State, Zip Code: Pierson, Fl
Email: Debbie@BB-outdoor.com
Telephone No.: 3867364000 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 July 10th, 20 23.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

(Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Arbor Drive Drainage Improvements
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Arbor Drive Drainage Improvements
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By B&B Outdoor LLC

(Corporation Name)

Florida

(State of Incorporation)

By Robert Becker

(Name of Person Authorized to Sign - Signature)

Robert Becker

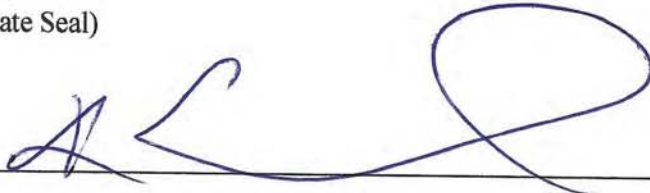
(Name of Person Authorized to Sign - Typed or Printed)

Vice President

(Title)

(Corporate Seal)

Attest

 Nick Shepard

Business address: 117 W Palmetto Av., Pierson, FL 32180

Phone No.: 3867364000

Fax No.: _____

BID (Cont'd.)
Arbor Drive Drainage Improvements
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.)

EQUIPMENT AND SUBCONTRACTORS LIST

Materials and Equipment:

Subcontractors:

Phone Number: _____ Fax Number: _____

Page 130 of 638

BID (Cont'd.)
Arbor Drive Drainage Improvements
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.)
Arbor Drive Drainage Improvements
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>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

N/A

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
Arbor Drive Drainage Improvements
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.

<u>Robert Becker</u>	<u>7/10/23</u>
Name (signature)	Date
<u>Robert Becker</u>	
Name (typed or printed)	
<u>Vice President</u>	
Title	

BID (Cont'd.)
Arbor Drive Drainage Improvements
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.

B&B Outdoor LLC

COMPANY NAME

Robert Becker

AUTHORIZED SIGNATURE

Robert Becker

NAME (PRINT OR TYPE)

Vice President

TITLE

07/10/2023

DATE

BID (Cont'd.)
Arbor Drive Drainage Improvements
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.)
Arbor Drive Drainage Improvements
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: Not applicable

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.)
Arbor Drive Drainage Improvements
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.

B&B Outdoor LLC

COMPANY NAME

Robert Becker

AUTHORIZED SIGNATURE

Robert Becker

NAME (PRINT OR TYPE)

Vice President

TITLE

07/10/2023

DATE

END OF BID

00300-15



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-130
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	CPI Rate Adjustment - Athletic Field Maintenance Services		
Summary:	This item is a request from Yellowstone Landscape for a Consumer Price Index (CPI) rate adjustment to the athletic field maintenance services contract with the City. Yellowstone Landscape has been providing these services since 2015, and as part of that agreement, may petition the City for a rate adjustment. The contract states: <i>"No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 - June 30 period. The maximum increase for any annual period shall be four percent (4%) which will only apply to the future year; increases will not be retroactive. The adjusted rate, if approved by the City Commission shall take effect on October 1, of the year in which approved."</i> Yellowstone Landscape submitted a request on June 1, 2023, for a rate adjustment for athletic field maintenance services. The adjustment for Fiscal Year (FY) 2023-2024 would be an additional 2.97% based on the CPI for the period. Yellowstone Landscape provides a high quality of work in performing the athletic fields maintenance, is proactive in providing services, responsive to concerns, and willing to take on new projects. The CPI provision in the contract contemplates incremental increases in an effort to avoid steep increases at contract renewal, anticipates unknown variables at the time of negotiations, and provides for general increases in the cost of doing business. The current contract is competitively priced.		

Financial Impact:	Contract would increase from \$628,795.92 to \$647,471.16, an annual increase of \$18,675.24. Funding has been included in the FY 2023-2024 General Fund Proposed Budget.
Citizen Impact:	Yellowstone Landscape will continue to effectively provide athletic field maintenance services, allowing residents and visitors the opportunity to enjoy high-quality athletic venues offered by the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the CPI rate adjustment to Yellowstone Landscape for the athletic fields maintenance contract.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. 23-130 Athletic Field Maint - Yellowstone CPI (P23-0144G) 2. CPI request letter - Athletics Fields Service Contract
Approval:	Kelly McGuire, Finance Director 7/24/2023 Claire Whitley, Assistant City Manager 7/28/2023 Joyce Shanahan, City Manager 8/9/2023

RESOLUTION NO. 2023-130

A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR FIELD MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC d/b/a YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on June 2, 2015, the City of Ormond Beach and Austin Outdoor, LLC d/b/a Yellowstone Landscape, Inc. (“Yellowstone”) entered into an Amendment and Restatement of Agreement For Field Maintenance Services, and

WHEREAS, the Agreement allows the contractor to request an annual cost of living increase based on the Consumer Price Index (“CPI”), and

WHEREAS, the request by Yellowstone amounts to a 3% percent increase in rates pursuant to the Agreement, said increase to become effective on October 1, 2023, and

WHEREAS, City staff recommends that the request be approved by the City Commission, and

WHEREAS, the City Commission concurs with the staff recommendation, now therefore,

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

SECTION ONE. The City Commission hereby authorizes a CPI rate increase of 3% for the provision of field maintenance services by Yellowstone, said increase to become effective on October 1, 2023.

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

APPROVED AND AUTHENTICATED this 15th day of August, 2023.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk



May 25, 2023

Mr. Michael Demchak
Grounds Contract Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: City of Ormond Beach Athletic Fields Service Contract

Mike:

Relating to the City of Ormond Beach Athletic Fields Service Contract, page 18 of 34R paragraph 5 Cost Adjustment, please consider this letter as our request for a rate adjustment based upon the fluctuations in the Consumer Price Index, All Urban Consumers, published by the United States Department of Labor, Bureau of Statistics for the preceding period.

Thank you for your consideration. Please contact me if you have any questions or discussions on this matter at 386-248-3298 or bweatherby@yellowstonelandscape.com.

Sincerely,

Brian Weatherby
Branch Manager
Yellowstone Landscape - Southeast, LLC_Daytona



City of Ormond Beach

AGENDA ITEM

August 15, 2023 - City Commission

Number:7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-131
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	CPI Adjustment for Grounds Maintenance		
Summary:	This item is a request from Yellowstone Landscape for a Consumer Price Index (CPI) rate adjustment to the grounds maintenance services contract with the City. Yellowstone Landscape has been providing these services since 2012, and as part of the agreement, may petition the City for a rate adjustment. The contract states: <i>"No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 - June 30 period. The maximum increase for any annual period shall be four percent (4%) which will only apply to the future year; increases will not be retroactive. The adjusted rate, if approved by the City Commission shall take effect on October 1, of the year in which approved."</i> Yellowstone Landscape submitted a request on June 1, 2023, for a rate adjustment for grounds maintenance services including mowing, edging, string trimming, blowing-off of hard surfaces, debris pickup and removal, weed control, fertilization, irrigation services, landscape detail services, palm tree pruning, mulch re-surfacing, and pest control and prevention. The adjustment for Fiscal Year (FY) 2023-2024 would be an additional 2.97% based on the CPI for the period. Yellowstone Landscape provides a high quality of work in performing the landscaping and grounds maintenance services, is proactive in providing services, responsive to concerns, and willing to take on new projects. The CPI provision in the contract contemplates incremental increases in an effort to avoid steep increases at contract renewal, anticipates		

	unknown variables at the time of negotiations, and provides for general increases in the cost of doing business. The current contract is competitively priced.						
Financial Impact:	Contract would increase from \$1,870,439.25 to \$1,925,991.30, an annual increase of \$55,552.05. Funding has been included in the FY 2023-2024 Proposed Budget.						
Citizen Impact:	Yellowstone Landscape will continue to provide consistent and high-quality grounds maintenance services throughout the City for all residents and visitors to enjoy.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the CPI rate adjustment to the Yellowstone Landscape for the grounds maintenance contract.						
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279						
Attachments:	23-131 Grounds Maint Yellowstone CPI Adj (P23-0145G) - CPI request letter- Grounds Maintenance Contract						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>7/24/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>7/28/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>8/9/2023</td> </tr> </table>	Kelly McGuire, Finance Director	7/24/2023	Claire Whitley, Assistant City Manager	7/28/2023	Joyce Shanahan, City Manager	8/9/2023
Kelly McGuire, Finance Director	7/24/2023						
Claire Whitley, Assistant City Manager	7/28/2023						
Joyce Shanahan, City Manager	8/9/2023						

RESOLUTION NO. 2023-131

A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE GROUNDS MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC d/b/a YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on October 1, 2012, the City of Ormond Beach and Austin Outdoor, LLC d/b/a Yellowstone Landscape, Inc. (“Yellowstone”) entered into a Grounds Maintenance Services Agreement, and

WHEREAS, the Agreement allows the contractor to request an annual cost of living increase based on the Consumer Price Index (“CPI”), and

WHEREAS, the request by Yellowstone amounts to a 3% percent increase in rates pursuant to the Agreement, said increase to become effective on October 1, 2023, and

WHEREAS, City staff recommends that the request be approved by the City Commission, and

WHEREAS, the City Commission concurs with the staff recommendation, now therefore,

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

SECTION ONE. The City Commission hereby authorizes a CPI rate increase of 3% for the provision of grounds maintenance services by Yellowstone, said increase to become effective on October 1, 2023.

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

APPROVED AND AUTHENTICATED this 15th day of August, 2023.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk



May 25, 2023

Mr. Michael Demchak
Grounds Contract Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: City of Ormond Beach Grounds Maintenance Service Contract

Mike:

Relating to the City of Ormond Beach Grounds Maintenance Service Contract, page 20R paragraph 1 Cost Adjustment, please consider this letter as our request for a rate adjustment based upon the fluctuations in the Consumer Price Index, All Urban Consumers, published by the United States Department of Labor, Bureau of Statistics for the preceding period.

Thank you for your consideration. Please contact me if you have any questions or discussions on this matter at 386-248-3298 or bweatherby@yellowstonelandscape.com.

Sincerely,

Brian Weatherby
Branch Manager
Yellowstone Landscape - Southeast, LLC_Daytona



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-132
Strategic Goal:	Transportation & Community Development - Update airport operations, including noise abatement		
Department:	Economic Development - Airport		
Subject:	FDOT Grant Agreement - Aeronautical Survey and Obstruction Analysis Services		
Summary:	This item requests approval for the execution of a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) to fund the Aeronautical Survey and Obstacle Action Plan. The City, acting as the airport sponsor, is obligated to address obstruction mitigation at the airport in order to remain in compliance with federal grant assurances and Federal Aviation Administration (FAA) guidelines. The FAA considers obstruction analysis and mitigation a top priority and has advised the City to prioritize completion of the Aeronautical Survey and Obstacle Action Plan. Obstruction analysis and mitigation at the airport have been regularly accomplished in response to observations conducted annually during the FDOT airport licensing inspection, as a result of environmental and design studies for airport improvement projects, and input from Air Traffic Control Tower staff. Obstruction monitoring and mitigation is required to address conditions such as vertical penetration of the terminal airspace and to maintain minimum standards for Runway Safety Areas and appropriate Runway Approach Surfaces. Furthermore, completion of this survey will support the planned installation, monitoring and maintenance of a new perimeter wildlife/security fence. The new fence is anticipated for federal funding in Fiscal Year (FY) 2024-2025. All work on this project will be FAA compliant and will be completed through the FAA Airports Geographic Information Systems Survey Program.		
Financial Impact:	This project is included in the FY 2023-2024 budget. Cost sharing for this project is FAA 90%, FDOT 8%, Airport 2%. The budgetary impact on the Airport Fund is \$2,374. FAA and FDOT will provide for the remaining portion of the \$118,700 total project cost. Primary funding for this project will be provided by a grant of up to \$106,830 from the		

	FAA, which was approved by the City Commission on August 1, 2023 via Resolution 2023-126. The PTGA presented for approval herein will provide state funding of up to \$9,496.
Citizen Impact:	Approval of this FDOT grant to fund an Aeronautical Survey and prepare an Obstacle Action Plan for the airport is key to maintaining a safe and efficient aircraft operating environment, and assuring compliance with the City's obligations as the airport sponsor.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the execution of the grant agreement with the FDOT to fund the Aeronautical Survey and Obstacle Action Plan.
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019
Attachments:	1. 23-132 FDOT Grant AGIS Survey and Plan (P23-0146G) 2. FDOT Grant Agreement
Approval:	Kelly McGuire, Finance Director 7/26/2023 Claire Whitley, Assistant City Manager 8/7/2023 Joyce Shanahan, City Manager 8/9/2023

RESOLUTION NO. 2023-132

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR AN AERONAUTICAL SURVEY AND OBSTACLE ACTION PLAN FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation ("FDOT") for the conduction of an Aeronautical Survey and preparation of an Obstacle Action Plan for the Ormond Beach Municipal Airport (the "Project"), and

WHEREAS, the total cost of the Project is \$118,700, and

WHEREAS, the FAA has issued an Airport Improvement Program (AIP) Grant offer to the City in the amount of \$106,830, representing ninety percent (90%) of the Project cost, and

WHEREAS, the Florida Department of Transportation ("FDOT") has issued a Public Transportation Grant Agreement ("PTGA") to provide grant funding in the amount of \$9,496, representing eight percent (8%) of the Project cost, and

WHEREAS, City Manager has certified that funds in the amount of \$2,374 to fund the City's two percent (2%) contribution of the Project cost are available in the Airport Fund (108) 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 the City Manager are hereby authorized and directed to execute a Public Transportation Grant Agreement between the City and the Florida Department of Transportation regarding funding for the conduction of an Aeronautical Survey and preparation of an Obstacle Action Plan for the Ormond Beach Municipal Airport. A copy of said Public Transportation Grant Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 15th day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 453387-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 740100
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55052000531
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596000398020
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Ormond Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Collect airport data for an Airports Geographic Information System (AGIS) Survey at Ormond Beach Municipal Airport., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$118,700. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$9,496 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** 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 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Ormond Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Bill Partington

Name: C. Jack Adkins

Title: Mayor

Title: Director of Transportation Development

Attest:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Legal Review:

Name: Joyce Shanahan

Daniel L. McDermott

Title: City Manager

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This project will conduct an aeronautical survey and provide obstruction analysis services for the purpose of developing a comprehensive Obstacle Action Plan for the airport.

B. Project Location (limits, city, county, map): Ormond Beach Municipal Airport/Ormond Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees and survey costs for the implementation of an integrated Airports Geographic Information System (AGIS) to assist in the collection and maintenance of airport and aeronautical data and develop a comprehensive Obstacle Action Plan. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Attachment A –Vertically Guided Surfaces



The limits of imagery are defined by the AC-18B Vertically Guided Surfaces.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453387-1-94-01	DDR	088719	2024	740100	N/A	N/A	\$9,496.00
453387-1-94-01	FAA	088719	2024	740100	N/A	N/A	\$106,830.00
453387-1-94-01	LF	088719	2024	740100	N/A	N/A	\$2,374.00
Total Financial Assistance							\$118,700.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$9,496.00	\$2,374.00	\$106,830.00	\$118,700.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$9,496.00	\$2,374.00	\$106,830.00	\$118,700.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.G

Section:	CONSENT AGENDA										
Item Category:	Consent - Resolution	Res./Ord. No:	2023-133								
Strategic Goal:	Public Safety - Other										
Department:	Public Works - Fleet Management										
Subject:	Request to Purchase Emergency Lighting for Police Vehicles										
Summary:	This item requests approval to purchase emergency lighting packages for 14 Ford Interceptor (Explorer model) Police Department Patrol vehicles. The vehicle purchases were approved previously by the City Commission in December 2022 and July 2023, pursuant to the Public Safety Vehicle and Equipment replacement program. On May 5, 2022, Emergency Lighting for Police Vehicles specifications, Bid No. 2022-20 was placed on Demand Star and sealed bids were received on May 19, 2022. The bid pricing is valid for a three-year period with four one-year extensions upon mutual agreement. Resolution No. 2022-73 was adopted on June 7, 2022, authorizing Fleet Operations utilization of the contract pricing. Purchases will be made through a work authorization with City Commission approval for purchases over \$25,000. The contract pricing for Ford Interceptors is \$13,850.92 per vehicle. During the term of the contract manufactured line items may be discontinued/replaced by, upgraded or included by the manufacturer, resulting in an overall increase/decrease in contractual pricing but remain consistent with pricing set forth in the current Florida Sheriffs Contract for Emergency Lighting Packages. The below prices are those that have a change in rates: <table border="1"> <thead> <tr> <th></th><th><u>Original</u></th><th><u>Current</u></th><th></th></tr> </thead> <tbody> <tr> <td>HAV C-PM124 Brother PocketJet Printer Mount</td><td>\$124.74</td><td>\$225.28</td><td>HAV C-PM 134*</td></tr> </tbody> </table>				<u>Original</u>	<u>Current</u>		HAV C-PM124 Brother PocketJet Printer Mount	\$124.74	\$225.28	HAV C-PM 134*
	<u>Original</u>	<u>Current</u>									
HAV C-PM124 Brother PocketJet Printer Mount	\$124.74	\$225.28	HAV C-PM 134*								

	HAV C-CUP2-I In-CONSOLE DUAL CUP HOLDER	\$25.23	\$42.88	HAV CUP2-1001 Self Adjusting Double Cup Holder
	HAV C-ARM 105 CONSOLE SIDE MOUNTED FLIP-UP ARMREST	\$121.33	\$159.36	HAV C-ARM-108 SIDE MOUNTED FLIP UP ARM REST
	WEC-TCRHT5-RBW Tracer Trio 5-Lamp (discontinued)	\$720.40	\$1,102.48	WEC-TCRWX5-RBW WE WecanXTRACER 5-Lamp*
			\$135.79	CCP WEC Core Control Point
		\$991.70	\$1,665.79	
	*Items reflect pricing consistent with the FSA22-VEL30.0, Pursuit, Administrative and other Vehicles, Emergency Lights and Sirens The Emergency Lighting packages will be installed at the Dana Safety Supply facility in Deland.			
Financial Impact:	Adequate funds for the purchase of the lighting packages to be installed in the amount of \$193,912.88 are available from Fund 305-Public Safety Vehicle and Equipment Fund and will require a budget amendment if this purchase is approved.			
Citizen Impact:	The installation of emergency lighting on front line patrol vehicles is integral in the overall policing of the City.			
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the use of the Continuing Contract with Dana Safety Supply for Emergency Lighting for Police Vehicle packages, and the execution of a Work Authorization for the purchase and installation of 14 Emergency Lighting packages in the amount of \$193,912.88.			
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325			
Attachments:	23-133 Dana Safety - emerg lights (P23-0128G) - Dana Work Authorization (14) 2023 7-28-23 Dana Safety Quote (14) 2023			

Approval:

Kelly McGuire, Finance Director	8/7/2023
Claire Whitley, Assistant City Manager	8/8/2023
Joyce Shanahan, City Manager	8/9/2023

RESOLUTION NO. 2023-133

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION FOR THE PURCHASE OF FOURTEEN LIGHT BAR PACKAGES FROM DANA SAFETY SUPPLY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2022-20) for the provision of emergency light bar packages on an as-needed basis pursuant to section 2-300, *Code of Ordinances*, and awarded an Agreement to Dana Safety Supply, Inc. (“Agreement”) and

WHEREAS, during the term of the Agreement certain manufactured line items have been discounted, replaced, or upgraded by the manufacturer resulting in an \$502.63 increase for each Ford Interceptor - Explorer emergency light bar package ($\$13,348.29 + \$502.63 = \$13,850.92$), and

WHEREAS, at this time, the City desires to purchase fourteen Ford Interceptor - Explorer emergency light bar packages at a cost of \$13,850.92 per package, for a total purchase of \$193,912.88, and

WHEREAS, any future individual purchases over \$25,000.00 will require City Commission approval; smaller purchases will require City Commission approval if the cumulative total reaches the \$25,000.00 threshold, and

WHEREAS, the City Manager has certified that funding for the purchase of the light bar packages will be deposited to the credit of the Public Safety Vehicle and Equipment Fund (Fund-305) through a budget amendment and will not be appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Work Authorization between the City and Dana Safety Supply for the purchase of fourteen light bar packages at a total cost of \$193,912.88 and to pay the cost thereof from the Public Safety Vehicle and Equipment Fund (Fund-305). A copy of said Work Authorization is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 15th day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract for Emergency Lighting Package, Resolution No. 2022-73 between the City of Ormond Beach, Florida, and Dana Safety Supply the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Detailed Description: A Purchase and delivery of fourteen (14) Emergency Light Packages for Ford Interceptor (Explorer) Pursuit Patrol vehicles to the City of Ormond Beach, as detailed in attached the detailed proposal

Schedule of Payments and Fee

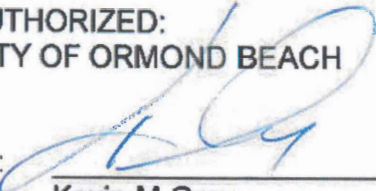
<u>Item Type</u>	<u>Item(s) Purchased</u>	<u>Item Price/ea.</u>	<u>item Total</u>
Ford Interceptor - Explorer Package	14	\$13,850.92	\$193,912.88

Total Fee Authorized: **Not to Exceed** \$193,912.88

Work to Commence: as soon as items are delivered to facility

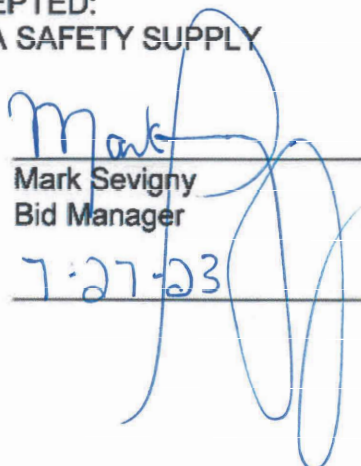
Work to be Completed: 09/30/2023

AUTHORIZED:
CITY OF ORMOND BEACH

By: 
Kevin M Gray
Deputy Public Works Director

Date: 7/26/2023

ACCEPTED:
DANA SAFETY SUPPLY

By: 
Mark Sevigny
Bid Manager

Date: 7-27-23

Alternate

By: _____
Howard Rubright
Fleet Operations Supervisor

AUTHORIZED:

CITY OF ORMOND BEACH

Bill Partington, Mayor

Joyce Shanahan, City Manager

Date: _____

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-845-0405

Sales Order No.	480214-K
Customer No.	ORMOND

Bill To
ORMOND BEACH FLEET EMAIL ALL INVOICES

Ship To
DSS DELAND - INSTALLATION

Contact:
Telephone:
E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Order Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/28/23	GROUND SHIPMENT			QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Charlie Schwarz			Charlie Schwarz-Deland		HOWARD R		85-8012740152c7
Order Quantity	Open Quantity	Tax	Item Number / Description			Unit Price	Extended Price
14	14	Y	GB2DEDE WEC 54" LEGACY DUO LIGHTBAR Warehouse: DELAN			1,145.7400	16,040.36
14	14	Y	MKAJ105 WEC ADJUSTABLE MOUNT KITS Warehouse: DELAN			0.0000	0.00
14	14	Y	CCSRN3 WHELEN REMOTE SIREN & 18-BUTTON CONTROL SYSTEM Warehouse: DELAN REPLACES CCSRN2 CENCOM GOLD SIREN/SWITCH (DISCONTINUED) INCLUDES: AMP/RELAY MODULE, CONTROL HEAD, MIC, 20' MICROPHONE EXTENSION AND CABLES *****SLIDE SWITCH SWITCH 1 OFF SWITCH 2 RED/BLUE SWITCH 3 RED/BLUE/WHITE			615.9500	8,623.30
14	14	Y	ALLEY LIGHT BUTTONS - 3 LIGHTBAR CORNER LIGHTS AND WITE TRACER SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: DELAN MOUNTING BRACKET SOLD SEPERATELY - *****			129.1900	1,808.66

Print Date	07/28/23
Print Time	12:41:05 PM
Page No.	1

Printed By: Charlie Schwarz

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-845-0405

Sales Order No.	480214-K
Customer No.	ORMOND

Bill To
ORMOND BEACH FLEET EMAIL ALL INVOICES

Ship To
DSS DELAND - INSTALLATION

Contact:
Telephone:
E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Charlie Schwarz		Charlie Schwarz-Deland		HOWARD R	85-8012740152c7	
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	SAK66D WEC SA315P BKT FORD 2020 PIUT DRIVER SIDE Warehouse: DELAN		0.0000	0.00
28	28	Y	MCRNTJ WEC MICRON LIGHTHEAD STUD MNT RED/BLUE Warehouse: DELAN MOUNTED IN THE GRILL		59.9100	1,677.48
14	14	Y	MBFX20 WEC MIRROR BEAMS 20-21 FORD PIU HOUSING ONLY Warehouse: DELAN		218.3800	3,057.32
14	14	Y	MBIONVB WEC MIRROR-BEAM MT ION-V LT BLUE Warehouse: DELAN MOUNTED ON PASSANGER SIDE		51.0500	714.70
14	14	Y	MBIONVR WEC MIRROR-BEAM MT ION-V LT RED Warehouse: DELAN MOUNTED ON DRIVERS SIDE		51.0500	714.70
14	14	Y	LSVBKT50 WEC UNDER MIRROR MOUNT 2020 FORD PIU Warehouse: DELAN		16.0500	224.70

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-845-0405

Sales Order No.	480214-K
Customer No.	ORMOND

Bill To
ORMOND BEACH FLEET EMAIL ALL INVOICES

Ship To
DSS DELAND - INSTALLATION

Contact:
Telephone:
E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By		Salesperson		Ordered By		Resale Number
Charlie Schwarz		Charlie Schwarz-Deland		HOWARD R		85-8012740152c7
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	LINSV2R WEC V-SERIES 180 & PUDDLE LIGHT, UNDER SURF MNT RI Warehouse: DELAN RED - CLEAR LEDS, CLEAR LENS REQUIRES MOUNT SOLD SEPERATELY *****		135.9800	1,903.72
14	14	Y	LINSV2B WEC V-SERIES 180 & PUDDLE LIGHT, UNDER SURF MNT BI Warehouse: DELAN EXTERIOR MIRROR MOUNT BRACKETS ARE SOLD SEPERATELY. *****		135.9800	1,903.72
28	28	Y	I3JC WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG Warehouse: DELAN MOUNTED IN GRILL LOW		79.7800	2,233.84
56	56	Y	TLI2J WEC ION T-SERIES LINEAR DUO R/B Warehouse: DELAN 2 - DOWN IN FOG LIGHT AREA AT 45 DEG 2 - ON SIDES OF THE LIC PLATE		79.3600	4,444.16
28	28	Y	TIONBKT1 WEC ION T-SERIES UNIVERSAL MOUNTING BRACKET Warehouse: DELAN		8.5600	239.68

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DANA SAFETY SUPPLY, INC
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07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By		Salesperson		Ordered By		Resale Number
Charlie Schwarz		Charlie Schwarz-Deland		HOWARD R		85-8012740152c7
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	WEC-RPLS50-RB WEC OUTER EDGE REARPILLAR LC SOLO UTILITY R/B Warehouse: DELAN		605.3100	8,474.34
0	0	Y	NOT ON CONTRACT WEC-TCRHT5-RBW WEC TRACER TRIO 5-LAMP HOUSING, RED/BLUE/WHITE Warehouse: DELAN PARTS WAS DISCONTINUED FOR NEW VERSION		720.4000	0.00
28	28	Y	TCRB50 WEC TRACER MTG KIT INTERCEPTOR SUV Warehouse: DELAN		0.0000	0.00
14	14	Y	PK0602ITU20TM SMC #10VS RP C Horizontal Sliding Window Uncoated Poly Warehouse: DELAN		642.0900	8,989.26
14	14	Y	PK0316ITU202ND SMC 12VS CARGO AREA PARTITION, COATED POLY Warehouse: DELAN "Cargo Area Rear Partition#12VS Stationary WindowCoated Polycarbonate*FOR USE WITH: -2nd Row Seat" STATE YEAR OF VEHICLE - *****		374.8100	5,247.34

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Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Charlie Schwarz			Charlie Schwarz-Deland	HOWARD R	85-8012740152c7	
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	QK0634ITU20 SMC OEM REPLACEMENT SEAT WITH CTR PULL BELTS Warehouse: DELAN FITS 2020+ FORD PIUT *****		597.5400	8,365.56
14	14	Y	WK0595ITU20 SMC CLEAR POLY WINDOW BARRIER - 2020+ PIUT Warehouse: DELAN		215.7200	3,020.08
14	14	Y	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: DELAN		196.6300	2,752.82
14	14	Y	TK0236ITU20 SMC PIUT CARGO BOX - TOA & BSC - RADIO TRAY OPTION Warehouse: DELAN TOA TRAY, OPEN TOP WITH ANCHOR POINTS BCS BASE SLIDING WITH COMBINATION LOCK VEHICLE - 2020 FORD PIUT ***** NOT ON CONTRACT		973.0000	13,622.00

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GREENSBORO, NC 27407

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E-mail: christine.jarrell@ormondbeach.org

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Telephone:
E-mail:

Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By			Salesperson	Ordered By		Resale Number
Charlie Schwarz			Charlie Schwarz-Deland	HOWARD R		85-8012740152c7
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) Warehouse: DELAN RADIO TRAY FOR CARGO BOX WITH NO LOCK ***** ALL ELECTRONICS WILL BE MOUNTED ON THE TRAY		248.1700	3,474.38
14	14	Y	NOT ON CONTRACT C-VS-1012-INUT HAV 22" Angled Low Profile Console Warehouse: DELAN		290.6800	4,069.52
14	14	Y	C-EB40-CCS-1P C-EB30-HXL-1P MISC HAV C-PM-134, BROTHER POKET JET MOUNT Warehouse: DELAN		225.2800	3,153.92
14	14	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DELAN		42.8800	600.32
14	14	Y	C-LP2-PS2 HAV 2 PLATE W/2-SWITCH C/O'S & 2-12VDC OUTLETS Warehouse: DELAN C-SW-1 QTY (2)		27.7600	388.64

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Contact:
Telephone:
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07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Charlie Schwarz			Charlie Schwarz-Deland	HOWARD R	85-8012740152c7	
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	C-USB-2 HAV DUAL 2.4A USB CHARGING MODULE Warehouse: DELAN		43.9500	615.30
28	28	Y	C-SW-1 HAV BLACK ON/OFF ROCKER SWITCH W/RED PILOT LIGHT Warehouse: DELAN 1 -- SWITCH FOR FAN 1 - SWITCH FOR		12.6200	353.36
14	14	Y	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: DELAN		159.3600	2,231.04
14	14	Y	C-ML-MCB HAV 12 MAPLIGHT AND L-BRACKET Warehouse: DELAN		52.9600	741.44
28	28	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: DELAN		10.6800	299.04
14	14	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: DELAN C-HDM-204 MOUNTS TO SIDE OF CONSOLE BOX *****		106.6200	1,492.68

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GREENSBORO, NC 27407

Sales Order

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Telephone:
E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By			Salesperson	Ordered By		Resale Number
Charlie Schwarz			Charlie Schwarz-Deland	HOWARD R		85-8012740152c7
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	C-MD-112 HAV 11' SLIDE, TILT, & SWIVEL LOCKING SWING ARM Warehouse: DELAN REPLACES DISCONTINUED # C-MD-102 *****		193.9200	2,714.88
14	14	Y	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: DELAN		178.5800	2,500.12
14	14	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: DELAN		125.0000	1,750.00
14	14	N	LOOM, WIRE, HARDWARE, CONNECTORS, WATERPROOF FUSE BUSS, FUSE BLOCK PER CAR ETC INSTALL DSS INSTALLATION OF EQUIPMENT - SEE BELOW Warehouse: DELAN		2,365.0000	33,110.00
14	14	N	FREIGHT INCOMING FREIGHT- PER VEHICLE Warehouse: DELAN		685.0000	9,590.00
28	28	Y	WEC-TCRWX5-RBW WEC WeCanX TRACER 5-LAMP HOUSING Warehouse: DELAN RED/BLUE/WHITE NEW PART NUMBER NOT ON ORIGINAL CONTRACT		1,102.4800	30,869.44

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-845-0405

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ORMOND BEACH FLEET EMAIL ALL INVOICES

Ship To
DSS DELAND - INSTALLATION

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Telephone:
E-mail: christine.jarrell@ormondbeach.org

Contact:
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Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/28/23	GROUND SHIPMENT		QUOTED FREIGHT	SIGNED AGREEMENT	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Charlie Schwarz		Charlie Schwarz-Deland		HOWARD R	85-8012740152c7	
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
14	14	Y	CCP WEC CORE CONTROL POINT Warehouse: DELAN		135.7900	1,901.06
2022-73-AGREEMENT AND	WORK AUTORIZATION					

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Amount Shipped	0.00
Open Order	193,912.88

Subtotal	193,912.88
Freight	0.00
Order Total	193,912.88

Printed By: Charlie Schwarz



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-134
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Tattersall Subdivision Agreements		
Summary:	This is a request to approve a Proportionate Fair Share Agreement and a Temporary Construction Easement Agreement associated with the Tattersall subdivision. On November 1, 2022, the City Commission approved Ordinance 2022-33 that authorized a development agreement for the Tattersall subdivision that consists of 129 single-family lots on 84.14 acres at the intersection of Tymber Creek Road and Airport Road. The Traffic Impact Analysis showed that there is insufficient roadway capacity in the vicinity of the project and that a Proportionate Fair Share Agreement was required. The development order includes a condition that the Tattersall subdivision was to construct an open swale from Leeway Trail to Groover Branch, including a portion of the swale on the city property at 325 Leeway Trail. The Temporary Construction Easement is related to the swale construction. The Tattersall subdivision is in the process of seeking the approval of the subdivision construction site plans as a preliminary plat. The preliminary plat construction requires review by the Site Plan Review Committee, Planning Board, and final action of the City Commission. No date for the review of the preliminary plat is available at this time. The Proportionate Fair Share Agreement was required based on the project traffic study. Florida Statutes authorize the payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances. The agreements allow payment of project proportionate fair share costs per phase. The Proportionate Fair Share Agreement allows Volusia County thoroughfare road impact fees equal to the amount of the Proportionate Fair payment and the value of the right-of-way dedication along Tymber Creek Road. The Temporary Construction Easement Agreement is related to the construction of a required swale from Leeway Trail (across the city property at 325 Leeway Trail) to		

	Groover Branch. The Temporary Construction Easement Agreement allows the Tattersall contractors to make the swale improvements on the city property.
Financial Impact:	The agreements do not have a direct city budget impact. The Proportionate Fair Share Agreement requires the payment of the funds through the subdivision phase and would provide Volusia County road impact fee credits.
Citizen Impact:	The agreements do not have a direct citizen impact. During the Tattersall subdivision approval process, off-site drainage from Durrance Acres and project traffic were key issues. The drainage swale across the City and Tattersall subdivision property was in direct response to citizen drainage concerns.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission approve the Proportionate Fair Share Agreement and Temporary Construction Easement Agreement to allow payment of the Proportionate Fair Share dollar amount and to allow the construction of a drainage swale connecting Leeway Trail to the Tattersall subdivision.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-134 Tattersall Agreements 8.9.23 (P23-0010S) 2. Prop Fair Share Agreement - Tattersall - signed by Paylin 3. Temporary Construction Easement Agreement - Tattersall 4. Offsite Drainage Exhibit
Approval:	Kelly McGuire, Finance Director 8/10/2023 Claire Whitley, Assistant City Manager 8/10/2023 Joyce Shanahan, City Manager 8/10/2023

RESOLUTION NO. 2023-134

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROPORTIONATE FAIR SHARE AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT IN RELATION TO THE TATTERSALL AT TYMBER CREEK PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ordinance 2022-33, approved by the City Commission on November 1, 2022 authorized a Planned Residential Development (PRD) Development Order to allow the development of a phased subdivision of 129 lots on 84.14 acres located at located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250), to be known as “Tattersall at Tymber Creek”, said Ordinance and Development Order recorded in Official Records Book 8397, Page 4515 through 4556, inclusive of the public records of Volusia County, Florida, and

WHEREAS, in accordance with the terms of the PRD Development Order, Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the “Property Owners”) are required to construct a conveyance swale of 50 feet going from Leeway Trail (across the city parcel) connecting to Groover Branch, in Phase 1 of the project development, and

WHEREAS, the Temporary Construction Easement is related to the conveyance swale construction, and,

WHEREAS, a traffic impact analysis performed for the development project showed there is insufficient roadway capacity in the vicinity of the project and that a Proportionate Fair Share Agreement would be required; 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 the Mayor and City Manager are hereby authorized and directed to execute that Proportionate Fair Share Agreement for the Tattersall at Tymber Creek Planned Residential Development between Paylin Tymber 1 and 2, LLC, the County of Volusia, and the City of Ormond Beach, a copy of said agreement being attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby approves and the Mayor and City Manager are hereby authorized and directed to execute that Temporary Construction Easement for the Tattersall at Tymber Creek Planned Residential Development between Paylin Tymber 1 and 2, LLC, and the City of Ormond Beach, a copy of said easement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 15th day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**TATTERSALL AT TYMBER CREEK
PROPORTIONATE FAIR SHARE AGREEMENT**

THIS PROPORTIONATE FAIR SHARE AGREEMENT (the “Agreement”) is entered into by and between the following entities: **PAYLIN TYMBER 1 AND 2, LLC**, a Florida limited liability company whose address is 794 Sanders Road, Suite 1, Port Orange, Florida 32127; the **CITY OF ORMOND BEACH**, a Florida municipal corporation whose address is 22 S. Beach Street, Ormond Beach, Volusia County, Florida 32174; and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, Florida 32720.

WHEREAS, the real property subject to this Agreement is comprised of 84± acres of land located at the intersection of Airport Road and Tymber Creek Road in Ormond Beach, Volusia County, Florida, with Parcel Identification Number(s) 4124-00-00-0240; 4124-00-00-0250; and 4123-00-00-0012 and as further described in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Property is subject to the terms and conditions of the Planned Residential Development Development Order adopted by Ordinance Number 2022-33 by the City recorded in Official Records Book 8397, Page 4515-4556 (“PD”); and

WHEREAS, the Developer agreed to convey a portion of the Property, as more particularly set forth herein, to the County for the purpose of extending Tymber Creek in the future (“Extension Property”); and

WHEREAS, the Extension Property consists of +/- 1.86 acres of land and is more particularly depicted and described on the attached **Exhibit B**; and

WHEREAS, the Property will be platted in multiple phases under the subdivision name “Tattersall at Tymber Creek” and in accordance with the PD; and

WHEREAS, the platting process for the Property will allow the Tattersall at Tymber Creek subdivision to be developed (“Project”); and

WHEREAS, in connection with the plat review for the Project, a traffic impact analysis ("TIA"), dated December 01, 2022, of the existing road network in the vicinity of the Project was performed by Developer’s traffic consultant in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that there is insufficient roadway capacity in the vicinity of the Property without the anticipated additional traffic impacts of the Project; and

WHEREAS, Florida Statutes § 163.3180(5)(h) (2020) authorizes payment of

proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances; and

WHEREAS, the TIA identifies certain traffic impacts in the area of the Project ("Impact Area"); and

WHEREAS, Lassiter Transportation Group, Inc., in a written memorandum, calculated the amount of the proportionate fair share for the total buildout of the necessary offsite traffic improvements required for the Project based upon a maximum buildout of 129 single family dwelling units.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Proportionate Fair Share. For purposes of this Agreement, the calculated "Proportionate Fair Share" for the Property shall be FIVE HUNDRED SIXTY SEVEN THOUSAND ONE HUNDRED FORTY EIGHT AND 83/100 (\$567,148.83) DOLLARS, as more particularly described in **Exhibit C**, attached hereto and incorporated herein (the "Proportionate Fair Share"). Developer shall satisfy the Proportionate Fair Share obligation through the dedication of the Extension Property to the County and the payment of cash funds, as more particularly set forth below. The amount of the Proportionate Fair Share payment that remains unsatisfied within one year of the date of the execution of this Agreement by all parties hereto, shall be revised based on the applicable Florida Department of Transportation published inflationary rate for any outstanding balance. Developer may satisfy its payment obligation on a phase by phase basis. The Proportionate Fair Share shall be remitted based on the pro-rata impacts of each permitted single family unit (at a rate of \$3,691.07 per unit) in each development phase as follows:
 - (a) Phase One Conditions for Proportionate Fair Share. Prior to the issuance of the preliminary plat development order, the Developer shall pay the County \$276,830.25 for Phase One of the Project, which shall not exceed 75 residential lots. The conveyance of the Extension Property shall be made upon approval of final plat by the City for Phase One of the Project.
 - (b) Phase Two Conditions for Proportionate Fair Share. Prior to issuance of the final plat of Phase Two, the Developer shall pay the County \$199,317.78, for 54 residential lots. The total amount owed may be modified based on the total units developed.

3. County's Application of Proportionate Fair Share. The parties intend that the County will apply the Proportionate Fair Share funds received for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.
4. Impact Fee Credits. Developer shall be entitled to County thoroughfare road impact fee credits equal to the amount of the Proportionate Fair Share payment and conveyance of the Extension Property. County impact fee credits shall be issued as detailed in **Exhibit D**.
5. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other City development or building related fees including other impact fees, or such other City fees as may be prescribed by law.
6. Effective Date. The effective date this Agreement shall be the last date upon which all parties hereto cause this Agreement to be executed as indicated below their respective signatures.
7. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
8. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.
9. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of: **THE CITY OF ORMOND BEACH
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Bill Partington, Mayor

Attest: _____
**Joyce A. Shanahan, City
Manager**

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by Bill Partington and Joyce A. Shanahan, Mayor and City Manager, respectively, of the City of Ormond Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

By: _____
Randy Hayes, City Attorney

Signed, sealed and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

Witness 1

Jeffrey S. Brower, County Chair

Print Name of Witness 1

Attest

By: _____

Witness 2

George Recktenwald, County Manager

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

By: _____
Thomas "Russ" Brown, Asst. County Attorney

Signed, sealed and delivered in the presence of:

Tina Jamison

Witness 1
TINA JAMISON

Print Name of Witness 1

Emily D. Buskhead

Witness 2
Emily D. Buskhead

Print Name of Witness 2

**PAYLIN TYMBER 1 AND 2, LLC, a
Florida limited liability company**

By: [Signature]
JAMES PAYTAS III, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 19TH day of MAY 2023, by James Paytas III, as manager of
PAYLIN TYMBER 1 AND 2, LLC, a Florida limited liability company. He/she is ☒
personally known to me or ☐ produced as identification and did not take an oath.

Notary Public [Signature]
Printed Name: _____
Commission No. _____

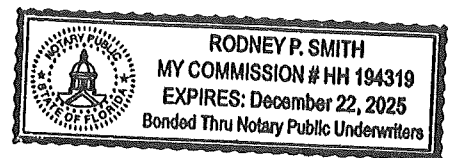


Exhibit A

The Property

LEGAL DESCRIPTION

PARCEL 1:

The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out; also subject to an easement over and upon the Southerly 25 feet thereof; also excepting therefrom: a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet; thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning, all of the above containing 25.839 acres.

PARCEL B:

A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:

From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning; thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23; thence South 87°52'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet; thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning, containing 9.093 acres.

LESS AND EXCEPT the following parcel:

A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 of said Section 24; thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning; thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way; thence North 00°45'48" West along said right of way line a distance of 25.00 feet; thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the Point of Beginning.

PARCELC:

The Northwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

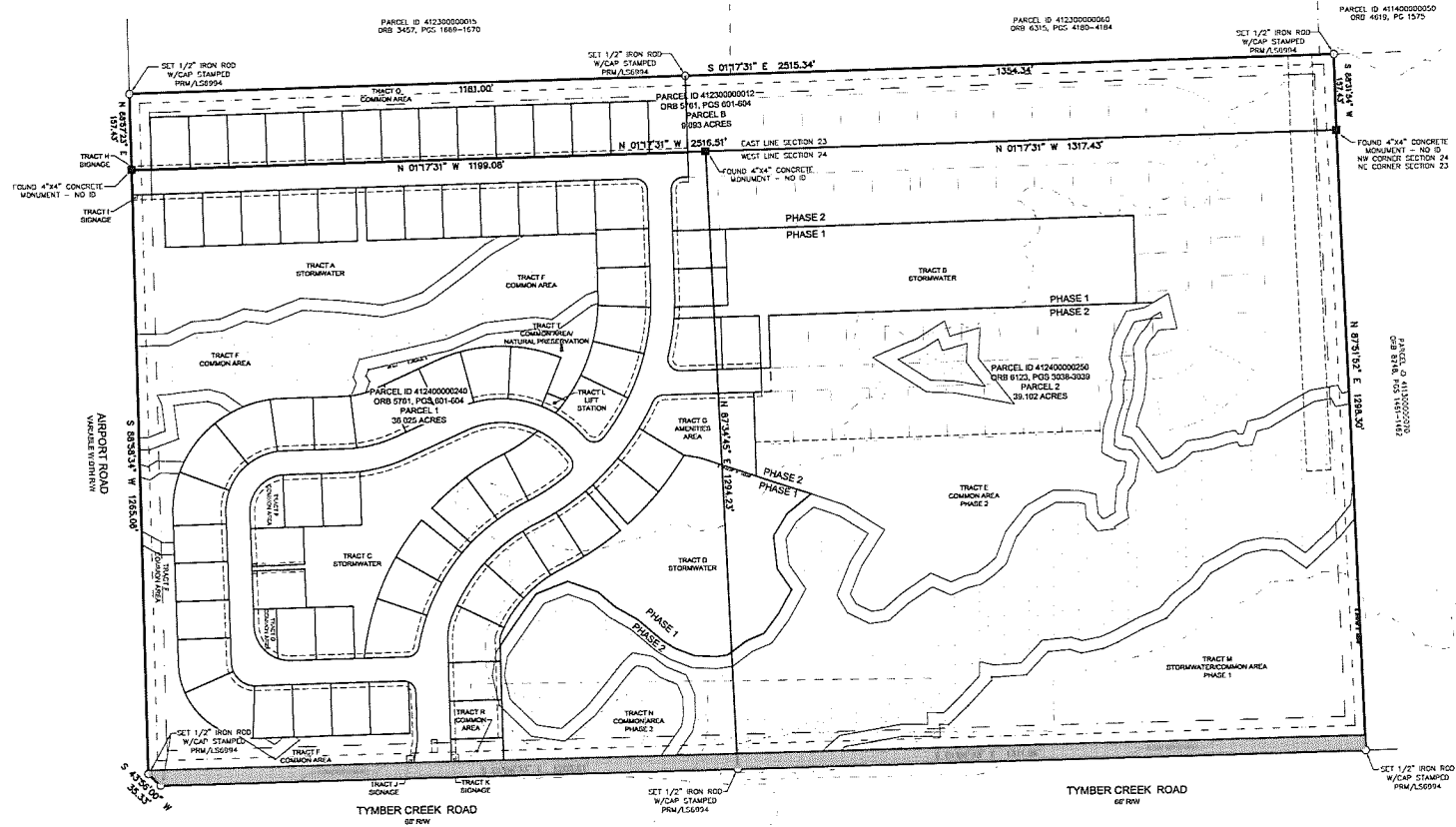
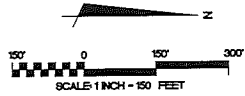
Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East; thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 1°53'40" East along said West Right of Way line, a distance of 1288.22 feet; thence South 88°32'17" West a distance of 1295.97 feet to the West line of said Section 24, Township 14 South, Range 31 East; thence North 1°56'27" West along said West line of said Section 24, a distance of 1258.30 feet to the Point of Beginning.

Exhibit B

Extension Property

TATTERSALL SUBDIVISION - PHASE 1
 PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
 CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____



ATLANTIC DRAFTING & SURVEYING, INC.
 1362 N. US HWY 1, SUITE 304
 ORMOND BEACH, FLORIDA 32174
 PHONE: 386-264-8490 - LB#8179



SEE SHEET 1 FOR NOTES,
 SYMBOLS AND ABBREVIATIONS

□ DENOTES WETLAND AREAS

SHEET 2 OF 10

Exhibit C

Proportionate Fair Share Calculation

Tattersall at Tymber Creek Proportionate Share (PS) Determination

Roadway	Segment		FDOT Cost per Mile Model ¹	Estimated Length (miles)	Improvement	Base Improvement Cost	Additional Cost ²	Total Estimated Improvement Cost ³	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	PS (%) (d)=a/(c-b)	Proportionate Share Cost
	From:	To:											
SR 40/Granada Blvd.	Tymber Creek Rd.	I-95	\$4,954,841.91	0.80	Widen from 4-lanes to 6-lanes	\$3,959,857.10	\$1,000,000.00	\$6,199,821.38	88	3,580	5,120	5.71%	\$354,275.51
Williamson Blvd.	Strickland Range Rd.	Hand Ave.	Volusia County	1.12	Widen from 2-lanes to 4-lanes	-	-	\$11,049,000.00	21	1,540	3,410	1.12%	\$124,079.68
Segment PS Subtotal:													\$478,355.19

Turn Lane Length Extensions	FDOT Cost (per 300 ft.)	Improvement	Additional Cost ²	Total Estimated Improvement Cost ³ (a)	Build-out Queue Length (b)	Background Queue Length (c)	Proportionate Share Cost (d)=(b)-(c)/300*(a)
SR 40/Granada Blvd. at Tymber Creek Rd.	\$169,383.18	Extend westbound right-turn lane	\$0.00	\$211,728.98	575	525	\$35,288.16
	\$172,134.71	Extend southbound left-turn lane	\$0.00	\$215,168.39	525	475	\$35,861.40
Tymber Creek Rd. at Airport Rd.	\$169,383.18	Extend eastbound right-turn lane	\$0.00	\$211,728.98	400	375	\$17,644.08
Offsite Intersection PS Subtotal:							\$88,793.64

PS GRAND TOTAL:							\$567,148.83
-----------------	--	--	--	--	--	--	--------------

¹ Cost obtained from FDOT long Range Estimates (LRE) for improvement identified; unless otherwise stated.

² Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)

³ Includes Design & CEI (25%)

Tattersall at Tymber Creek Estimated Impact Fees

Estimated Impact Fees									
Land Use Type	Quantity	Units	Build-Out Year	Volusia County Impact Fee (\$/Unit-DU) ¹	2022 Estimated Impact Fee for Volusia County	2024 Volusia County Estimated Impact Fees		City of Ormond Beach Impact Fee (\$/Unit-DU)	2024 Ormond Beach Estimated Impact Fees
						(Min. 3%) ²	(Max. 8%) ²		
Single Family Residential	129	DU	2022	\$5,432.45	\$700,786.05	\$743,463.92	\$817,396.85	\$162.61	\$20,976.69
Estimated Subtotal:					\$700,786.05	\$743,463.92	\$817,396.85	\$20,976.69	
Estimated Grand Total (2024 Max):					\$838,373.54				

¹ Volusia County Impact Fees rate as of March 4, 2021

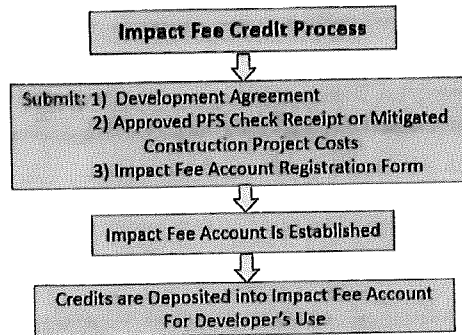
² Per Volusia County Code of Ordinance, impact fees will increase 3% to 8% annually starting March 4, 2023

Exhibit D

Impact Fee Credit Instructions

IMPACT FEE CREDITS

The following steps are required to be able to obtain impact fee credits for PFS payment or construction mitigation improvement:



1. Establish an Impact Fee Credit Account:

- After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Storm Kazmierczak (skazmierczak@volusia.org, (386) 736-5967 x12294). Please allow 5-7 business days.
 - For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:
 - Copy of the project's recorded development agreement
 - Copy of your PFS check and receipt.
 - Completed Volusia County Impact Fee Account Registration form** attached. Registration forms require original signatures. Copies or PDF's will not be accepted.
 - .
 - For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:
 - Copy of the project's recorded development agreement.
 - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted. An itemized tabulation delineating eligible costs is required when contracts or invoices include ineligible items. Note: Eligible costs include design, permitting, right-of-way (if applicable), and construction & CEI.
 - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

****Note:** Your Transportation Impact Fee Credit Account is like a bank account. The "List of Person(s) authorized to sign for this account", on the form, will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.

2. Allow Staff to Process Information and Make Deposit:

- The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant.
- Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). Contact: Beth Branton (bbranton@volusia.org, (386) 736-5924, ext. 12097).
- GRM will not accept executed forms from anyone other than Engineering & Construction.
- GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor completes audits of transportation impact fee credit files.

For questions regarding the following, please call:

- **Impact Fee Credit Registration** - Storm Kazmierczak at (386) 736-5967, ext. 12294, skazmierczak@volusia
- **Impact Fees or Impact Fee Credit Account balance** - Beth Branton at (386) 736-5924, ext. 12097, bbranton@volusia.org.
- **PFS Agreements**, please contact Russ Brown at 386-736-5950 x12947, rbrown@volusia.org
- **PFS payments**, please contact Kristen Vieira at 386-736-5968, ext. 12177, kvieira@volusia.org
- **PFS calculations**, please contact Melissa Winsett at 386-736-5968, ext. 12322, mwinsett@volusia.org

This Instrument Prepared By:

Mark A. Watts, Esq.

Cobb Cole, P.A.

231 N. Woodland Boulevard

DeLand, FL 32720

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2023 by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation whose address is 22 S. Beach Street, Ormond Beach, Volusia County, Florida 32174 ("Grantor") and **PAYLIN TYMBER 1 AND 2, LLC** a Florida limited liability company whose address is 794 Sanders Road, Suite 1, Port Orange, FL 32127 ("Grantee"), collectively, the "Parties."

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Ormond Beach, Volusia County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Grantor's Parcel"); and

WHEREAS, Grantee is the owner of certain real property located east of the Grantor's Parcel that is more particularly described on **Exhibit "B"** attached hereto and incorporated herein (the "Grantee's Parcel"); and

WHEREAS, Grantor desires to provide ingress and egress rights to Grantee and Grantee's agents, invitees, guests, licensees, heirs, successors and assigns, as more specifically noted in section 4, over certain portions of Grantor's Parcel, as more particularly described on **Exhibit "C"** attached hereto and incorporated herein (the "Easement Area(s)") for the construction of a conveyance swale to facilitate the flow of stormwater in the area (the "Improvements(s)").

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) dollars, mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference as a material element of this Agreement.
2. **Grant & Termination of Easement.** Grantor hereby conveys to Grantee access over, across and through Grantor's Parcel for the purpose of construction of Improvements on Grantor's Parcel, subject to and in accordance with the terms and conditions set forth herein

and as the Grantee may reasonably deem necessary in accordance with City of Ormond Beach requirements. Grantee shall construct and complete the Improvements as determined by a certificate of acceptance by the City of Ormond Beach. At acceptance of such improvements by the City of Ormond Beach, this Agreement shall automatically terminate. Grantor shall cause any permits required by the applicable jurisdiction(s) with authority to be procured for the construction of such Improvements.

3. **Maintenance of Easement Area.** Maintenance of the Easement Area shall be the responsibility of the Grantor, its successors or assigns.

4. **Binding Effect/Covenant Running with the Land.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their tenants, employees, agents, customers, invitees, guests and licensees, heirs, successors and /or assigns.

5. **Authority.** Each party hereto represents and warrants to one another that it owns marketable title to its respective property and that it is authorized to enter into this Agreement. Each party hereto further represents that this Agreement does not conflict or violate the terms of any other easements or agreements affecting its respective property.

6. **Amendment; Entire Agreement.** No modification of this Agreement shall be effective unless made in writing, signed by the parties hereto or their successors in interest, and recorded with the Clerk of Court of Volusia County. This Agreement or any right or easement conveyed herein may only be terminated by writing, signed by the parties or their successors in interest, and recorded with the Clerk of Court of Volusia County. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof.

7. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Volusia County, Florida.

8. **Attorney's Fees.** In the event of litigation concerning this Agreement, any provisions hereof, or any right or easement granted or arising under, out of or by virtue of the execution, delivery and/or recordation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other legal expenses related thereto.

9. **Captions.** Captions and paragraph headings are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

10. **Counterparts.** This Agreement may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties.

11. **Recording.** This Agreement shall be recorded by Grantee in the public records of Volusia County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
this _____ day of _____, 2023.

“GRANTOR”
CITY OF ORMOND BEACH, a Florida
municipal corporation

Witness #1 Sign Name: _____
Witness #1 Print Name: _____ BILL PARTINGTON, Mayor

Witness #2 Sign Name: _____ ATTEST:
Witness #2 Print Name: _____

JOYCE A. SHANAHAN, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by BILL PARTINGTON and JOYCE A. SHANAHAN, the Mayor and City Manager, respectively, of the CITY OF ORMOND BEACH, a Florida municipal corporation, who are personally known to me.

Notary Public _____

Printed Name: _____

Commission No. _____

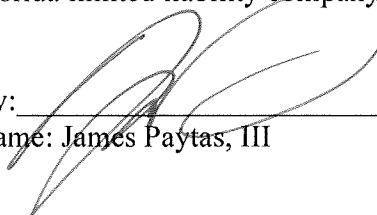
"GRANTEE"

Signed, sealed and delivered in the presence of:

PAYLIN TYMBER 1 AND 2, LLC a
Florida limited liability company

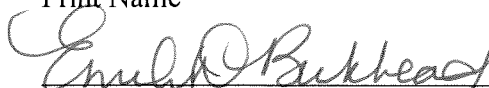


First Witness Signature Above

By: 

Name: James Paytas, III

Print Name



Second Witness Signature Above



Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 24th day of MAY, 2023 by JAMES PAYTAS, III
as MANAGER of **PAYLIN TYMBER 1 AND 2, LLC** a Florida limited liability
company. They are personally known to me and did not take an oath.

Notary Public 

Printed Name: _____

Commission No. _____



EXHIBIT A

A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows;

As a point of reference commence at the East 1/4 corner of said Section 23, run South 87 degrees 41 minutes 21 seconds West along the South line of the Northeast 1/4 of said Section 23, a distance of 157.43 feet: Thence North 01 degrees 56 minutes 27 seconds West, a distance of 121.16 feet to a point on the Northerly right of way line of Airport Road, a 100 foot right-of-way: Thence South 88 degrees 23 minutes 00 seconds West along said line, a distance of 663.74 feet to the centerline of a 60 foot ingress and egress easement as recorded in Official Records Book 2549, Page 1531, of the Public Records of Volusia County, Florida: Thence North 01 degrees 56 minutes 27 seconds West along said centerline, a distance of 1312.59 feet to the Point of Beginning; Thence continuing North 01 degrees 56 minutes 27 seconds along said centerline, a distance of 1196.74 feet: Thence departing said centerline, run North 87 degrees 52 minutes 19 seconds East, a distance of 663.74 feet: Thence South 01 degrees 56 minutes 27 seconds East a distance of 1202.66 feet: Thence South 88 degrees 23 minutes 00 seconds West, a distance of 663.74 feet to the Point of Beginning. Said Parcel containing 18.28 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out; also subject to an easement over and upon the Southerly 25 feet thereof: also excepting therefrom: a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet; thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet: thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning, all of the above containing 25.839 acres.

PARCEL B:

A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:

From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning; thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23; thence South 87°52'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet; thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning, containing 9.093 acres.

LESS AND EXCEPT the following parcel:

A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 of said Section 24; thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning; thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way; thence North 00°45'48" West along said right of way line a distance of 25.00 feet; thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the Point of Beginning.

PARCELC:

The Northwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East; thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 1°53'40" East along said West Right of Way line, a distance of 1288.22 feet; thence South 88°32'17" West a distance of 1295.97 feet to the West line of said Section 24, Township 14 South, Range 31 East; thence North 1°56'27" West along said West line of said Section 24, a distance of 1258.30 feet to the Point of Beginning.

EXHIBIT C

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION ACCESS EASEMENT

A 50 FOOT WIDE TEMPORARY CONSTRUCTION ACCESS EASEMENT LOCATED IN SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 23, RUN SOUTH 87 DEGREES 41 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 157.43 FEET: THENCE NORTH 01 DEGREES 56 MINUTES 27 SECONDS WEST, A DISTANCE OF 121.16 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY: THENCE SOUTH 88 DEGREES 23 MINUTES 00 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 663.74 FEET TO THE CENTERLINE OF A 60 FOOT INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2549, PAGE 1531, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA: THENCE NORTH 01 DEGREES 56 MINUTES 27 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 2414.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 56 MINUTES 27 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 50.00 FEET: THENCE DEPARTING SAID CENTERLINE, RUN NORTH 87 DEGREES 52 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.74 FEET: THENCE SOUTH 01 DEGREES 56 MINUTES 27 SECONDS EAST A DISTANCE OF 50.00 FEET: THENCE SOUTH 87 DEGREES 52 MINUTES 19 SECONDS WEST, A DISTANCE OF 663.74 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 33,187 S.F. OR 0.76 ACRES, MORE OR LESS.

SHEET 1

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 6/20/23	PROJECT NO.:
SCALE: N.T.S.	FILE
SHEET: 1 OF 2	DRAWN BY: CO



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.I

Section:	CONSENT AGENDA														
Item Category:	Consent - Disposition Item	Res./Ord. No:													
Strategic Goal:	Quality of Life - Other														
Department:	Finance - Grants														
Subject:	FY 2022 Edward Byrne Memorial JAG County-wide Program Funds														
Summary:	This is a request for the City Commission to approve the recommended distribution of \$147,710 of federal fiscal year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program funds for two substance abuse, crime prevention, and justice assistance programs within Volusia County, and planning and evaluation. Grant regulations require approval of the funding distribution by the majority of all local governments within the County. In an email dated August 2, 2023, Mayor Partington received notification of the requested distribution letters from a majority of Volusia County municipalities with a requested return date of no later than August 23, 2023. Below is the complete distribution list which has been recommended by Volusia County Community Assistance. <table><tr><th>Sub-award Recipient</th><th>Contractor & Title of Project</th><th>Amount</th></tr><tr><td>County of Volusia</td><td>SMA Healthcare, Inc. - Adult Drug Court Program</td><td>\$110,782</td></tr><tr><td>County of Volusia</td><td>The House Next Door – Success by Design Program</td><td>\$36,928</td></tr><tr><td></td><td>Total</td><td>\$147,710</td></tr></table>			Sub-award Recipient	Contractor & Title of Project	Amount	County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$110,782	County of Volusia	The House Next Door – Success by Design Program	\$36,928		Total	\$147,710
Sub-award Recipient	Contractor & Title of Project	Amount													
County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$110,782													
County of Volusia	The House Next Door – Success by Design Program	\$36,928													
	Total	\$147,710													
Financial Impact:	There is no financial impact to the City.														
Citizen Impact:	The programs selected are County-wide programs run by non-profit agencies which assist citizens in need throughout Volusia County.														

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the proposed Volusia County distribution of \$147,710 and approval of the attached letter for the Mayor's signature.	
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315	
Attachments:	1. Ormond Beach Letter August 15 2023 2. FW_ County of Volusia - JAGC FY2022_23 51% Letter	
Approval:	Kelly McGuire, Finance Director 8/3/2023 Claire Whitley, Assistant City Manager 8/6/2023 Joyce Shanahan, City Manager 8/9/2023	



CITY OF ORMOND BEACH

22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3204 • Fax: (386) 676-3330
bill.partington@ormondbeach.org

Bill Partington
MAYOR

August 15, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
PO Box 1489
Tallahassee, Florida 32302

Dear Mr. Menacof:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Ormond Beach approves the distribution of \$147,710 of Federal Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. – Adult Drug Court Program	\$110,782
County of Volusia	The House Next Door – Success by Design Program	\$ 36,928
	Total	\$147,710

Sincerely,

Bill Partington
Mayor

Date



From: [Shanahan, Joyce](#)
To: [Moisio, Loretta](#)
Cc: [McGuire, Kelly](#)
Subject: FW: County of Volusia - JAGC FY2022/23 51% Letter
Date: Wednesday, August 2, 2023 4:47:52 PM
Attachments: [JAGC FY2022 51% Letter Ormond Beach.pdf](#)

FYI

From: Eva Colee <EColee@volusia.org>
Sent: Wednesday, August 2, 2023 4:18 PM
To: Partington, Bill <Bill.Partington@ormondbeach.org>
Cc: Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: County of Volusia - JAGC FY2022/23 51% Letter

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Honorable Mayor Bill Partington,

The FY 2022/23 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to the non-profits SMA Healthcare, Inc. and the House Next Door.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc. and the House Next Door.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto your city's letterhead
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original letters** to the County of Volusia, Division of Community Assistance, Attention: Eva Colee, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the ***two original letters*** be returned by **August 23, 2023**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5955 extension #15593 or email at ecolee@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Eva Colee
Grants Planner
Community Assistance
(386) 736-5955 ext. 15593
121 W. Rich Avenue
DeLand, Florida 32720





City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Auto Renewal - Information Technology Contracting Services		
Summary:	This item is notifying the City Commission of staff's intent to automatically renew agreements with Advanced Systems Solutions, Inc., Empire Computing and Consulting Inc. and James Moore Co. for Information Technology Contracting Services. The initial term of the agreements was for a period of three years with two automatic one-year renewal options. This automatic renewal is the last renewal and is for July 31, 2023 through July 31, 2024, per the City's and Consultant's mutual consent.		
Financial Impact:	The General Fund Budget includes \$45,000 for these services.		
Citizen Impact:	This agreement provides the City with professional expertise to assist in various IT projects, on an as-needed basis, which supports the goals and objectives of the City that serves the citizens.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to allow the contracts with Advanced Systems Solutions, Inc; Empire Computing Inc, and James Moore Co to auto renew for one year, unless otherwise directed.		
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031		
Attachments:	1. RES NO 2019-123		
Approval:	Kelly McGuire, Finance Director 7/26/2023 Claire Whitley, Assistant City Manager 8/8/2023 Joyce Shanahan, City Manager 8/9/2023		

RESOLUTION NO. 2019-123

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH THREE PROFESSIONAL FIRMS FOR INFORMATION TECHNOLOGY CONTRACTING SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2019-28; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2019-28) for professional information technology services on an as needed basis relative to various projects throughout the City (“the Project”), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with three (3) firms to provide the aforescribed professional services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City’s professional staff recommends that the City Commission accept the proposals of Advanced Systems Solutions, Inc.; Empire Computing and Consulting, Inc.; and James Moore & Co., P.L. to provide services for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed \$45,000.00 annually, has been appropriated to the General Fund (301), and has not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Advanced Systems Solutions, Inc. to provide professional information technology services on an as needed basis relative to various projects throughout the City.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Empire Computing and Consulting, Inc. to provide professional information technology services on an as needed basis relative to various projects throughout the City.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with James Moore & Co., P.L. to provide professional information technology services on an as needed basis relative to various projects throughout the City.

SECTION FOUR. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of contracts with Advanced Systems Solutions, Inc.; Empire Computing and Consulting, Inc.; and James Moore & Co.,P.L.

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

APPROVED AND AUTHENTICATED this 30th day of July, 2019.



BILL PARTINGTON
Mayor

ATTEST:



COLBY J. CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Advanced Systems Solutions, Inc.** ("Contractor"), 1831 S. Orange Blossom Trail, Apopka, FL 32703, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated May 22, 2019, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless City provides at least thirty (30) days prior written notice to Contractor of its intent not to renew the Agreement.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Advanced Systems Solutions, Inc.
Nat Edmonds, Vice President
1831 S. Orange Blossom Trail
Apopka, FL 32703

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

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

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

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

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

- (d) **Excess Liability**

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

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

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

aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

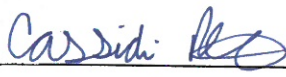
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 30 day of July, 2019.

Witnesses:



Print Name: Colby Cilentio

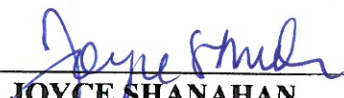


Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: 

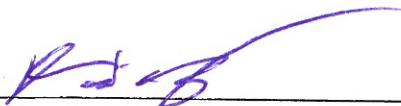
BILL PARTINGTON
Mayor

By: 

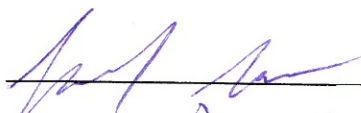
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2019.

Witnesses:

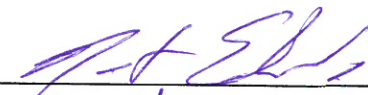


Print Name: David Souza

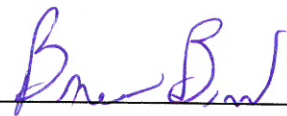


Print Name: Jennifer Puer

ADVANCED SYSTEMS SOLUTIONS, INC.

By: 

Print Name: Nat Edmonds
Title: Vice President

Attest: 

Print Name: Bruce Biladeau
Title: Senior Consultant



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: AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES

RFP NUMBER: 2019-28

RFP OPENING DATE & TIME: May 22, 2019 @ 2:00 PM

RFP OPENING LOCATION: City Hall Upstairs Conference Room

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: Advanced Systems Solutions Inc.

PROPOSER'S MAILING ADDRESS: 1831 S Orange Blossom Trail

CITY-STATE-ZIP: Apopka, FL 32703

F.E.I.N.: 47-1271192

PHONE NUMBER: 407-801-0177 **FAX NUMBER:** _____

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 renders final payment to the Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

Nat Edmonds

NAME (TYPED)

Vice President

TITLE

05/22/2019

DATED

As Needed Information Technology Contracting Services

Prepared For: City of Ormond Beach
RFP Number: 2019-28
Due 2:00 PM, May 22, 2019

Prepared By: Advanced Systems Solutions Inc.
1831 S Orange Blossom Trail
Apopka, FL 32703
O: 407-801-0177
E: nedmonds@advancedsystemssolutions.com





Advanced Systems Solutions Inc. Staff would like to thank the City of Ormond Beach for the opportunity to present this proposal to provide as needed Information Technology Contracting Services. Our team hopes that you find the information contained within this proposal to be pertinent and helpful in choosing a partner for your IT support needs.

Letter of Transmittal

May 22, 2019

Robert Schattie
Purchasing Office
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Greetings Robert:

Advanced Systems Solutions is pleased to provide this proposal to the City of Ormond Beach, per RFP # 2019-28, to provide our qualifications to provide information technology professional technical services for the Information Technology Division of Ormond Beach on an as needed basis. ASSI has read and understands all terms and conditions of RFP # 2019-28 and agrees to be bound to the terms herein. We have enclosed one (1) unbound original and three (3) bound copies and one (1) electronic fully complete copy in pdf format on a thumb drive.

As a service provider with employees experienced working as subcontractors on Ormond Beach projects, we believe we can provide great value. ASSI has a well-versed team of professionals that have performed as-needed professional IT services for projects ranging from the City's virtual upgrades to Microsoft Exchange migrations. We have also provided 3rd-tier technical support and troubleshooting services to the Information Technology Division of Ormond Beach for critical issues affecting operations. We possess the experience and intimate knowledge of Ormond Beach's network that positions us to provide accurate and reliable support.

We look forward to hearing from you. If you have any questions or we can be of assistance in any way, please feel free to contact me, Nat Edmonds at 407-801-0177.

Sincerely,

Nat Edmonds
Vice President
Advanced Systems Solutions Inc.
p: 407-801-0177
e: nedmonds@advancedsystemssolutions.com

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I. Executive Summary

ASSI was founded with the idea of providing fast, friendly, enterprise-class network support to our clients around the world at an affordable rate by using our cloud-based abilities. Our staff has designed and implemented projects for over 500 networks, and our reputation has been built on years of successfully planning, implementing and maintaining networks including networks similar in setup to that found within the City of Ormond Beach.

ASSI is a Florida-based firm with local offices in Apopka Florida. Work for this proposal will be completed out of ASSI's offices located at 1831 S OBT, Apopka, FL 32703. Please see the section titled "Resumes and Experience" for a listing of key staff members. These and additional staff/personnel shall be assigned to the City of Ormond Beach based on the specific needs of the project.

ASSI is vendor-neutral and does not represent any manufacturer, products, or services. We have assisted numerous cities and counties with their technology needs, both strategically and operationally, with a reputation for completing projects within the time and budget specified, without delay or interference.

II. General Information

ASSI Inc has been in active service to Florida local governments since coming to the Central Florida area in December of 2013 and has been performing services specific to this RFP since that date. We have a reputation of delivering 3rd-tier support services that are not only stable but easy to maintain.

Independence

ASSI has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder. No subcontractor or person having such an interest shall be employed by ASSI.

ASSI certifies, to the best of our knowledge, that no City of Ormond Beach officers or employees have or will have any financial interest under this proposal.

ASSI expressly agrees that in the performance of the services required under this proposal, that the firm, and any of its subcontractors or employees, shall always be considered independent contractors and not agents of the City of Ormond Beach, Florida.

Conflict of Interest

There is nothing that would constitute a conflict of interest relative to the submission of this RFP, and all subsequently issued addendums, between ASSI and the City of Ormond Beach, nor with employees of either entity.

Mr. Thomas Craig, Mr. Nat Edmonds, Mr. Derek Warner, and Mr. Tom Babington have subcontracted for in the past, and have maintained a professional relationship with, the City of Ormond's IT Director, Mr. Ned Huhta, and members of his Ormond Beach Information Technology Division. Although the aforementioned are professional colleagues, this does not constitute a conflict of interest.

Understanding of Requirements

ASSI has read, understands, and agrees to abide by all terms and conditions set forth in RFP Package # 2019-28.

III. Summary of Qualifications

ASSI is a customer service oriented technology consulting firm with extensive experience servicing local governments. With our primary offices located in Central Florida, ASSI is ready to meet the City of Ormond Beach's technology consulting and staffing needs from our Central Florida offices located at 1831 S Orange Blossom Trail, Apopka, FL 32703. Ormond Beach's primary point of contact for this proposal is Nat Edmonds, Vice President for ASSI, telephone: 407-801-0177 FEIN # 47-1271192.

ASSI has never had any claims, lawsuits, arbitrations, or administrative hearings brought forth by any clients for work performed. ASSI has never been convicted of a Public Entity Crime, debarred or suspended from bidding by any government entity. ASSI enjoys a flawless work record and our reputation in the government technology consulting industry is beyond reproach as can be seen through our extensive list of client references, comprised of many Florida local government organizations throughout the State.

Qualifications

Our core business is assisting small and medium businesses, cities, counties, and electric utilities to manage and maintain their networks for various levels of compliance and auditing purposes. ASSI is a Florida-registered technology solutions firm that brings to the table seasoned professionals who have served as prime consultants on many complex and highly visible private and public projects. ASSI has been relied upon by a wide variety of organizations to assist in meeting their information technology goals.

We have a long history of helping organizations make major infrastructure changes without causing interruption to the day-to-day operations of end-users. We take the time to plan projects so that there is a rollback plan for every step of the project, with each task being thoroughly tested and documented.

Our consultants are all experts in the IT area of "Break/Fix" and are well versed regarding infrastructure troubleshooting. We understand the sense of urgency that is required when supporting government IT departments, and the slight differences from the public sector that makes IT unique for cities and counties.

Our knowledge and experience with City of Ormond Beach's network infrastructure provides us an insight and avoids the learning curve usually associated with the onboarding process of a new support company.

We have meticulously reviewed the requirements of RFP # 2019-28 and thoroughly understand the nature and scope of the services to be provided. ASSI can comply with all requirements contained in the request for proposal.

Our Apopka-based consulting team will be your local resource for this project. We believe that the considerable expertise of the ASSI team makes us the right partners to help you determine the best path to take to ensure that your network is strategically designed to be stable, secure, sustainable, and performs to your standards.

Capabilities

We are a full-service IT support company who can provide services ranging from project planning assistance, to full scale planning and implementation of solutions. Our engineers are well versed in many services and solutions as displayed by some of our offerings that include:

On-Call Support Services

For the City of Ormond Beach, this provides the level of knowledge required to keep its systems, networks and operations running at optimum levels and with the latest technologies. We have deep roots in architecture, design, construction, commissioning, and operation of municipal technology, networking and telecommunications systems, including technologies such as:

Disciplines include (but are not limited to):

Systems Administration: Windows Servers, Active Directory, Linux

Network Architecture and Security: Switches, Routers, Firewalls

Storage and Backups: SAN, NAS, Backup, Recovery

Virtualization Support: VMWare, Hyper-V, Nutanix Acropolis (Servers, thin clients, and cloud solutions)

Application/Database Development and Support: Internal Databases

Audio/Visual Support: Cameras, Monitors, Projectors, Microphones, Control Equipment

Desktop Support: Workstations, Printers

Cabling: Infrastructure, including outside plant, inside plant, fiber, coax, copper

Telecommunications: Traditional Telephony, VOIP, Unified Communications

Management systems: Experience with various CRM and ERP solutions

Desktop Support: Workstations, Printers, Scanners

Hardware Platforms supported include but are not limited to:

Servers and Workstations: HP, Dell, Apple, Lenovo

Notebook computers: Dell, HP, Panasonic, IBM, Getac

Tablets: Samsung, ASUS, Microsoft, Getac, Panasonic, Apple, Lenovo

Network Storage: Nimble, IBM, Fujitsu, EMC

Network Infrastructure: Cisco, Brocade, Barracuda

Wireless Solutions: Cisco, Ubiquiti

Audio/Visual: Sony, NEC

Software Platforms supported include but are not limited to:

Server: MS Windows 2008 R2, 2012 R2, and 2016 RS

Workstations: MS Windows 7/8/10, macOS

Tablets: Google Android, Apple iOS, MS Windows 10

E-mail: MS Exchange 2007, 2010, 2013, Office 365

Database: MS SQL Server (various versions)

vCIO Services

Our Chief Technology Officer/ Virtual Chief Information Officer (vCIO) consulting services give you access to experienced, high-level professionals who can bring C-Level leadership to your team without the cost and commitment associated with hiring a full-time employee.

IT Strategic Planning

We have designed, engineered, constructed and operated multiple data center projects from the ground up and executed data center relocation and restoration projects for multiple municipal clients. ASSI has a comprehensive understanding of operations and how technology should be used as a tool to achieve greater efficiencies and cost reductions.

- IT master planning
- Collaboration and infrastructure sharing
- Requirements planning
- Governance and compliance
- Business contingency/disaster recovery planning
- Technology evaluation & selection
- Business process engineering
- Organizational IT alignment

IV. Resumes and Experience

ASSI was founded in November of 2013 and has been in operation as a Florida Corporation since January of 2014. ASSI is based out of Apopka, Florida that has not gone through any mergers, acquisitions or reorganizations in its history and has not been subject to any changes in management structure.

ASSI team members have successfully completed many projects for the City of Ormond Beach and have always done so on time, meeting or exceeding the City's expectations. ASSI staff are familiar with:

Operating Systems: Apple, Linux, Windows Server 2008/2012/2016, Cisco IOS

Microsoft Services: DNS, DHCP, DFS, SharePoint, Exchange, IIS, Office 365

Hypervisors: VMWare, Hyper-V, Nutanix Acropolis

Networking: TCP/IP, Ethernet, VLAN, LAN/WAN, 802.11 a/b/g/n/ac, Nagios, Icinga

Security: Firewalls, Cisco ASA, VPN, Sophos, Fortinet, SonicWALL, RADIUS, Wireshark, Metasploit

Our team's certifications include, but are not limited to the following:

- *Cisco Certified Network Associate (CCNA),*
- *Certified Information Systems Security Professional (CISSP),*
- *Certified Information Security Auditor (CISA),*
- *GAIC Security Essentials (GSEC),*
- *Microsoft Certified Professional (MCP),*
- *Microsoft Certified Systems Engineer (MCSE),*
- *Apple Certified Macintosh Technician (ACMT),*
- *Various commercial product certifications.*

In order to ensure that we deliver a high quality of service, we would assign key personnel to deliver exceptional results to the City, including (but not limited to):

Tom Craig, President

Tom started ASSI with over 25 years of experience in the IT industry specializing in network infrastructure and customer support. Tom started his extensive IT career working in the fast-paced world of the entertainment industry for such leaders as Universal Studios, Cirque du Soleil and Walt Disney World. Tom started with such tasks as mainframe to Microsoft conversions, and performing recent physical to virtual and cloud-based conversions, Tom has led a wide variety of projects on many different platforms.

Prior to his relocation to the Central Florida area, Tom worked as a consultant in the Washington D.C. area for over a hundred companies serving as the vCIO. His primary role was to deliver cutting-edge technical solutions to mid-size companies, manage their projects, and provide 3rd-tier support. Tom has a long career of managing customer support engineers to provide both on-site and remote managed services, ensuring that customer service and communication with clients are top priorities.

Tom has led several engagements for cities and counties throughout the State of Florida, leading projects in areas of domain and Exchange upgrades and migrations, VMware implementations, compliance audits, information security audits, and information technology strategic planning.

Tom has served as a subcontractor in the past by the City of Ormond Beach to provide network architecture planning, implementation of security initiatives, and information security services. He participated in projects related to VMware, server upgrades, and Microsoft Exchange upgrades.

Derek Warner – Senior Consultant

Derek is an analytical, self-directed engineer and administrator with more than 15 years of experience supporting software, hardware, and networked IT systems and has obtained several certifications. Derek maintains an in-depth working knowledge of nearly all Microsoft operating systems and collaboration software in addition to proficiency with many common line-of-business applications.

As a Senior Engineer who is responsible for the monitoring and maintenance of our clients' infrastructures, Derek's experience with thousands of networked systems in residential and commercial configurations affords him the ability to troubleshoot complex issues quickly.

Derek oversees wireless mesh network installations performed for our clients by taking complex solutions and implementing them so that they are stable and easy for our clients to maintain. With a comprehensive background in designing and implementing IT infrastructures to help fulfill clients' business objectives, Derek thrives to expand his knowledge and help people get the most out of their technology investments.

Derek has been relied on to support several cities in Central Florida for IT support services. He has been engaged to resolve complex routing issues for clients and assisted with Microsoft Domain and Exchange migrations and virtualization environment planning and implementations for others. His role focuses on analyzation, development, and delivery of high-performance technology solutions; he adapts quickly to varying environments and technologies. Derek has served as a subcontractor to participate in projects related to VMware, Domain functional upgrades, and Microsoft Exchange upgrades.

Tom Babington – Senior Consultant

Tom Babington is recognized as a resourceful IT leader and consultant who for nearly 40 years has been at the forefront of promoting and leading business-oriented, information technology management solutions. Tom has had many Government roles throughout his career, including the position of IT Director for Orange County. For the last 30 years, Tom has been a frequent speaker and facilitator for IT local government conferences and education programs, specifically those delivered under the CGCIO program.

The course his career included six years in healthcare telecommunications management and consulting, followed by fourteen years in progressive IT leadership roles for the Board of County Commissioners of Orange County, Florida. He then accepted a role as a Director for Gartner, Inc., the world's most prestigious IT research and advisory firm, where he served as the company's Public Sector Industry Champion. Then, as a Vice President at Gartner he managed teams of consultants in Orlando and Atlanta that sold and delivered a broad variety of consulting projects for the benefit of an array of many state and local governments as well as private sector industries.

In 2017, he launched Babington/ ITMS, an initiative built upon IT Management concepts, frameworks and models that he has developed as assessment tools to encourage and improve internal business communications and understanding of local government IT assets and resources, their intrinsic value and vital role through strategic alignment in support of organizational goals.

In his current capacity, Tom continues to support the needs of local governments and agencies through Babington/ IT Management Strategies (Babington/ ITMS) and his affiliation with Advanced Systems Solutions, Inc.

Bruce Bilodeau - Senior Consultant

Bruce is a certified engineer with a Bachelor of Science in Technical Management degree with emphasis in Networking & Communications. He brings over eight years of IT support experience to ASSI. Bruce is well versed with most Microsoft end-user solutions and has extensive experience with many web development tools, making him our graphic and web guru.

Bruce is experienced with the troubleshooting of networking communications and performs diagnostics to identify, and rectify, infrastructure bottlenecks and communication issues. Bruce oversees ASSI end-user help desk support and researches new technologies for not only ASSI, but for our clients as well.

Bruce is an experienced Network Administrator with expertise with Active Directory infrastructures that utilize not only physical, but virtual solutions alike.

Jay Copson - Senior Security Consultant

Jay brings 25 years of data center experience to ASSI to help our clients find the best solution for cloud services. He is a passionate technologist with a penchant for persistence in problem solving, both on the job and off, in a wide range of software and hardware environments. He is a dedicated, conscientious, and detail-oriented, with a proven record of customer service.

Jay has extensive experience maintaining highly trafficked, uptime-sensitive webhosting and CMS platforms built on Debian Linux, Apache, Apache Tomcat, HAProxy, MySQL, and Hippo CMS, and in securing, monitoring, and troubleshooting virtualized cloud-based services.

Being well versed with the languages C++, Java, Python, PHP, SQL, assembly, shell scripting and development tools such as JavaScript, Visual Basic, HTML/CSS, Apache, cPanel, Hippo CMS make Jay our resident expert when it comes to assisting with programming issues that result in service degradation.

Install, configure, and maintain enterprise servers, RAID arrays, routers, switches, firewalls, VPN concentrators, RADIUS, iSCSI SANs, spam filters, and IP-enabled power. Supports server OS and applications on a 24/7 on-call basis, while remotely monitoring networks.

With a love for all things electronic such as PICAXE, EEPROM, Matlab, Arduino, and digital circuit design, Jay can assist in deciphering issues with customized legacy solutions.

Jay has extensive experience working with VoIP, SIP, QoS, Asterisk, legacy PBX, legacy PSTN switching, making him our resident telecom expert. From simple email hosting, to complex site-to-site replication, Jay's experience is unmatched when choosing a low-maintenance solution for your organization.

David Port – Senior Telecom Consultant

David has performed many roles over the 40 years he has worked in the IT and Telecom industries. He is well versed in the management techniques for requirements analysis, project planning and implementation, and service management.

David has been involved in many Government IT projects and services, including road maintenance and Law Enforcement enquirer systems. Currently David supports several Central Florida County FDoC phone systems and many of ASSI client's cabling infrastructure requirements.

Current roles include providing maintenance and support for legacy phone systems and upgrading voice data cabling infrastructure; migrating customers to the latest telecoms solutions including integrating VoIP vendors, Asterisk PBX's and WebRTC to provide the ultimate in Unified Communications: IP and analog camera surveillance and facial recognition.

Rey Ortega - Senior Developer

Rey is a leader in technology with knowledge and experience improving and architecting software to enhance the capabilities of companies by automating their systems and processes. He has held leadership positions in all aspects of information technology and software development.

Rey attended the University of Central Florida where he earned his Bachelor of Science Degree in Business Administration with a focus on business management and entrepreneurship.

His work with ASSI has helped to identify issues with legacy software that streamlined database solutions. His research has proved to be a benefit to clients that required data migrations to new systems by identifying potential issues that would have caused project delays.

V. References

The Briar Team

Contact: Bill Carpenter

Title: Lead Estimator

Office: 407-585-2518

Email: BCarpenter@BriarTeam.com

Web: <https://briarteam.com/>

Duration: 2018-Current

Services Provided:

ASSI provides IT support for this Sanford FL based site development organization that employs about 320 team members. ASSI provides day-to-day support and 24/7/365 monitoring of servers and workstations.

We have provided the following projects for the organization:

Hybrid Backup Solution - Implemented hybrid backup solution utilizing local appliance and cloud-based storage for long-term retention.

Microsoft 365 Implementation - Utilized Microsoft 365 to enhance availability of infrastructure solutions.

ISP Consolidation - Migrated the Distributed File System solution to newly configured domain controllers from legacy domain controllers for better security management of end-users by only providing access to approved data sets.

Exchange Server Migration - Performed a staged migration of the Microsoft Exchange environment and provided staff instruction to manually migrate clients to the new environment. This provided the ability to schedule the migration of end-user mobile devices, and mailboxes, in an unobtrusive manner. Once the migration was complete, legacy Exchange servers were removed from the domain.

CRM Infrastructure Migrations - Performed the migration of the CRM application to cloud-based during IT related response to local issue. Worked to allocate proper bandwidth and performance issues. Successfully migrated application back in-house with increased performance.

Infrastructure Assessment - Provided strategy for upgrading infrastructure security while enhancing user experience. Presented roadmap in five phases Increased fiber-optic capacity between building and consolidated Internet Service Providers.

Phone System Enhancements - Provided assessment of phone solution assessment and worked closely with chosen vendor to ensure a smooth installation.

Wireless Mesh Network – Planned and implemented mesh network to enhance services for office and mechanical shop staff.

City of Port Orange, Florida

Contact: James Hicks

Title: Information Technology Manager

Office: 386-506-5545

Email: jhicks@port-orange.org

Web: www.port-orange.org

Duration: 2013 - 2016

Services Provided:

ASSI provided subcontracting services to the City of Port Orange including the following critical infrastructure projects:

IT Risk Assessment – Reviewed the City's information technology environment to identify, classify and prioritize risks to the organization. Examined policies, standards, and practices specific to the City's information technology environment. Specific subject areas of testing included access control policies (including authentication), authorization, accounting, network architecture, disaster recovery, configuration management, IDS/IPS, firewalling, logging, encryption, and policy enforcement. Utilized security policy guidelines and best practices as prescribed by COBIT 5 and ISO 27005 for general information security across the information technology environment.

IT Strategic Plan - Developed a comprehensive five-year information technology strategic plan which included creating a well-documented plan to guide the City of Port Orange over the next five years in planning, procuring, implementing, and managing the current and future information technology needs and resources of the City. The plan involved the result of a thorough analysis of the following:

- Existing technology infrastructure, staffing, funding, applications, business systems, projects, processes, as well as other investments and resources currently in use by the City of Port Orange.
- Interviews and workshops involving all levels of City of Port Orange staff including end users, Information Technology staff, Department Directors, and other stakeholders.
- Identification, prioritization, and cost analysis of projects that the Information Technology division should undertake over the next five years, while considering existing and future staffing levels and required skillsets.
- Identification of needs to accommodate the current and future technology requirements such as data storage and management, legal requirements, security requirements, etc.
- Information Technology performance measurements.

City of Cocoa, Florida

Contact: Robert Beach

Title: Chief Technology Officer

Office: 321-433-8550

Email: RBeach@cocoafl.org

Web: <https://www.cocoafl.org>

Duration: 2017 - Current

Services Provided:

ASSI provided consulting services to the City of Cocoa including the following critical infrastructure projects:

PCI Analysis - Analyzed the City's network architecture and PCI security posture, and provided detailed documentation outlining recommended actions for remediation.

Provided PCI related policies to be adopted by the City to strengthen security and remain compliant.

Created work plan for IT configuration improvements for the City to remain compliant.

Domain Related Tasks - Created detailed configuration plan for the City's Police Department Domain Infrastructure.

Responsible for planning the integration of new access control systems into existing security systems.

Implemented Authentication, authorization and accounting for the infrastructure.

Network Related Tasks - Setup, configured and deployment of several network monitoring tools to aid in the monitoring of the infrastructure.

Created, configured, and deployed a SIEM solution to harden the security of the City's Infrastructure. Reconfigured networking equipment based on best practices for secure configuration to harden the devices and security posture of the infrastructure.

Setup and configured a configuration management system that allows the City to store iOS versions and deploy new versions as needed.

Office 365 Migration - Created migration plan for the City that would have the least amount of impact to daily operations. Provided direction with creating user groups and assigning permissions. Ensured that staff was well-versed with the management and operation of the hybrid configuration.

Innovative Group

Contact: Diane Clarke Jack

Title: Account Manager

Office: 470-481-4800

Email: diane@innovativegroup.agency

Web: <https://innovativegroup.agency/>

Duration: 2017- Current

Services Provided:

As-needed Professional IT Services - ASSI provides security consulting services for the Innovative Group American Express kiosks in several locations including Florida, California, Nevada, Illinois to name a few. ASSI has utilized 3rd-party software to secure the functionality of the laptop and iPad fleet for use at high traffic areas to process online applicants for new American Express credit card accounts.

As-needed Professional IT Services - Provided 3rd-tier support and troubleshooting services to IT staff for critical issues affecting operations.

Internet Service Provider Analysis - Worked to determine the amount of bandwidth required for The Orlando location at Universal Studios.

Wireless Support - Helped with troubleshooting of replacement of wireless equipment.

Printer Support — ASSI has provided support for Innovative Group printers with preventative maintenance and routine troubleshooting of issues.

City of Ormond Beach, Florida

Contact: Ned Huhta

Title: Information Systems Manager

Office: 386-615-7031

Email: ned.huhta@ormondbeach.org

Web: www.ormondbeach.org

Duration: 2013-2017

Services Provided:

ASSI employees have provided subcontracting services to the City of Ormond Beach including the following projects:

As-needed Professional IT Services - Provided 3rd-tier support and troubleshooting services to IT staff for critical issues affecting operations.

Domain Functional Upgrade - Worked with staff to update the Ormond Beach Active Directory infrastructure to a more recent version.

DFS Migration - Migrated the Distributed File System solution to newly configured domain controllers from legacy domain controllers for better security management of end-users by only providing access to approved data sets.

Exchange Server Migration - Performed a staged migration of the Microsoft Exchange environment and provided staff instruction to manually migrate clients to the new environment. This provided the ability to schedule the migration of end-user mobile devices, and mailboxes, in an unobtrusive manner. Once the migration was complete, legacy Exchange servers were removed from the domain.

VMware Infrastructure Upgrade - Performed the migration of the vCenter server and migrated legacy VMware hosts to new hardware running updated versions of VMware. Worked with City of Ormond Beach staff to mimic the physical topology of new hardware as closely as possible to the legacy systems for a seamless transition.

VI. Additional Required Proposal Submittal Forms

Certificates of Insurance

ACORD [®]		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/19/2019	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022			CONTACT NAME PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com		
INSURED Advanced Systems Solutions Incorporated 1831 S Orange Blossom Trl Apopka, FL 32703			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A: Hiscox Insurance Company Inc		10200
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR A	TYPE OF INSURANCE ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	ADOL SUBR INSD WVD Y Y	POLICY NUMBER UDC-1921318-CGL-19	POLICY EFF (MM/DD/YYYY) 03/02/2019	POLICY EXP (MM/DD/YYYY) 03/02/2020
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS			LIMITS EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Ormond Beach is listed as additionally insured as per written contract or agreement.					
CERTIFICATE HOLDER City of Ormond Beach 22 South Beach Street Ormond Beach FL 32174			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC #: 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Advanced Systems Solutions Incorporated 1831 S Orange Blossom Trl Apopka, FL 32703	

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

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

INSR LTD	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH- ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		UDC-1921319-EO-19	03/02/2019	03/02/2020	Each Claim: \$ 500,000 Aggregate: \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Ormond Beach is listed as additionally insured as per written contract or agreement.

CERTIFICATE HOLDERCity of Ormond Beach
22 South Beach Street
Ormond Beach FL 32174**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/21/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER insureon Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 086-1084 FAX (A/C, No): 877-820-0007 E-MAIL ADDRESS:														
INSURED Advanced Systems Solutions Inc. 1831 S Orange Blossom Trail, Apopka, FL 32703	<table border="1"> <thead> <tr> <th data-bbox="868 499 1372 520">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1372 499 1481 520">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="868 525 1372 546">INSURER A: The Hartford</td> <td data-bbox="1372 525 1481 546">30104</td> </tr> <tr> <td data-bbox="868 556 1372 577">INSURER B:</td> <td data-bbox="1372 556 1481 577"></td> </tr> <tr> <td data-bbox="868 588 1372 609">INSURER C:</td> <td data-bbox="1372 588 1481 609"></td> </tr> <tr> <td data-bbox="868 619 1372 640">INSURER D:</td> <td data-bbox="1372 619 1481 640"></td> </tr> <tr> <td data-bbox="868 651 1372 672">INSURER E:</td> <td data-bbox="1372 651 1481 672"></td> </tr> <tr> <td data-bbox="868 682 1372 703">INSURER F:</td> <td data-bbox="1372 682 1481 703"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford	30104	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Hartford	30104														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46 WEC ADSURJ	5/22/2010	5/22/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach, FL 22 S Beach St, Ormond Beach, FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RFP 2019-28 AS NEEDED INFORMATION TECHNOLOGY CONTRACT SERVICES

Discipline	Rate per Hour
Systems Administration – Windows Servers, Active Directory, Group Policy	
Systems Administration - Architecture, Planning, Implementation	\$125
Systems Administration - Troubleshoot, Continued Support	\$125
Network Architecture Security – Switches, Routers, Firewalls	
Network Security - Architecture, Planning, Implementation	\$125
Network Security - Troubleshoot, Continued Support	\$125
Storage and Backups – SAN, Backup and Recovery	
Storage and Backups - Architecture, Planning, Implementation	\$125
Storage and Backups - Troubleshoot, Continued Support	\$125
Virtualization Support - Servers and Clients	
Virtualization Support - Architecture, Planning, Implementation	\$125
Virtualization Support - Troubleshoot, Continued Support	\$125
Application/Database Development and Support – Internal and WEB	
Application/Database Dev. and Support - Architecture, Planning, Imp.	\$145
Application/Database Dev. and Support - Troubleshoot, Continued Support	\$145
Voice, Data and Wireless Network Support – WIFI and Converged	
Voice, Data and Wireless Network Support - Architecture, Planning, Imp.	\$110
Voice, Data and Wireless Network Support - Troubleshoot, Continued Support	\$90
Desktop Support – Workstations, Printers	
Desktop Support - Architecture, Planning, Implementation	\$115
Desktop Support - Troubleshoot, Continued Support	\$95
Desktop Support – Staffing short term (less than 4 weeks)	\$85
Desktop Support – Staffing long term (more than 4 weeks)	\$85
Optional: Provide price schedule of discount percentage from MSRP for Manufactures or Product lines that are to be considered as part of the contract terms.	

**City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)**

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: Advanced Systems Solutions Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 1831 S. Orange Blossom Trail Apopka, FL 32703

PHONE NO.: 407-801-0177

EMAIL: NEdmonds@AdvancedSystemsSolutions.com

SUBMITTER'S NAME: Nat Edmonds

(Typed or Printed in Ink)

TITLE: Vice President

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)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)**

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Advanced Systems Solutions Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Nat Edmonds

NAME (PRINT OR TYPE)

Vice President

TITLE

05/21/19

DATE

City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Advanced Systems Solutions Inc.

Company Name

Authorized Signature

Print Name

Vice President

Title

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Empire Computing and Consulting, Inc.** ("Contractor"), 120 N. Frederick Avenue, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated May 21, 2019, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless City provides at least thirty (30) days prior written notice to Contractor of its intent not to renew the Agreement.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Empire Computing and Consulting, Inc.
David A. Campos, President
120 N. Frederick Avenue
Daytona Beach, FL 32114

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

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

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

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

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

- (d) **Excess Liability**

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

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

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

aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

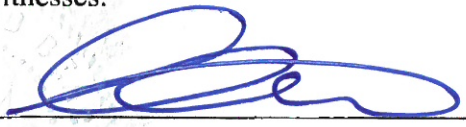
FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 30 day of July, 2019.

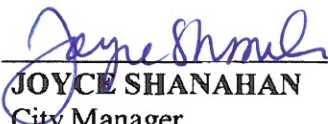
Witnesses:


Print Name: COLBY CILENTO


Print Name: Cassidi Ritz

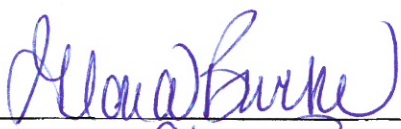
CITY OF ORMOND BEACH

By: 
BILL PARTINGTON
Mayor

By: 
JOYCE SHANAHAN
City Manager

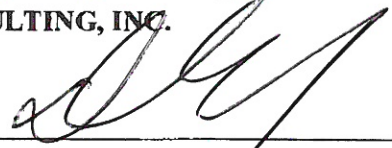
DATED this ____ day of _____, 2019.

Witnesses:


Print Name: Gloria Burke

Print Name: _____

EMPIRE COMPUTING AND CONSULTING, INC.

By: 

Print Name: DAVID CAMPOS
Title: CEO

Attest: _____

Print Name: _____

Title: _____

RFP 2019-28

As Needed Information Technology Contracting Services

Prepared for



by



120 N. Frederick Avenue

Daytona Beach, FL 32114

386-253-6506 x 4

May 21, 2019

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Cover Letter



May 22, 2019
Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida, 32174

To Whom It May Concern:

On behalf of Empire Computing & Consulting, Inc., I am pleased to present the City of Ormond Beach with our response to the RFP for As Needed Information Technology Contracting Services (RFP 2019-28).

Located in Daytona Beach, FL, Empire Computing & Consulting has been a mainstay in the technology services field in the State of Florida since 1994. As a technologies reseller, we excel at building, maintaining, securing and implementing IT networks of companies, both local and across the State. We hold engineering services contracts with City IT departments where we do routine health checks on their networks, and provide engineering support to the IT staff to create efficiencies.

As instructed, we have provided One (1) original, three (3) copies and one (1) electronic copy on USB drive.

Empire was founded by myself and my brother, Richard Campos and we both have deep roots in this community having been residents of the area since the mid 1980's. Our staff is comprised of two sales people and three engineers. Because our clients have varied needs, we have successfully managed partnerships with other service providers to provide end-to end service for our clients. Empire will carry out all contract responsibilities in a professional manner to which our clients remain accustomed. Please contact me should have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Campos", written over a horizontal line.

David A. Campos
President/CEO

Executive Summary

Empire Computing & Consulting has been a mainstay in the technology services and hardware sales fields in Central Florida for over twenty years. As a technologies reseller and network integrator, we excel at designing, building, maintaining, securing and implementing IT networks of companies, both local and across the State.

Empire carries certifications with many manufacturers. Some of these include Cisco Networking Specialists and Unified Access, HP GOLD partner status with HP Enterprise Networking (Aruba), Premier status with Barracuda including advanced certifications in Backup, Firewall, Email Security and Archiving, Gold status with 3CX, SONY Gold status (now Bosch) for security cameras, Diamond status with Liebert/Emerson, Gold level certification with March Networks, Silver status with Ruckus.

Carrying certifications with a variety of manufacturers' products allows for superior choices for our client base. We also represent HPE Aruba and Cisco on the State of Florida WSCA contracts.

With Empire's understanding of how the local government IT sector operates, and by partnering with our clients from project onset, we can provide a turn-key project. Starting at project inception, Empire provides strategic planning, implementation and product and network support. Empire's 20 plus years of IT industry experience provides a solid foundation for a long term business partnership.

Our staff offers over 75 years of IT industry experience and constantly strives to look at new innovation streams to bring efficiencies to our clients' networks and to maintain that foundation strength in core networking to complete the cycle.

Solutions:

- ❖ Physical network and systems design
- ❖ Network Security (Firewalls, IPS)
- ❖ Wireless systems design (indoor/point to point)
- ❖ Unified communications, VOIP and circuitry
- ❖ Critical power planning (Emerson/Liebert/APC)
- ❖ Physical security including cameras and door access
- ❖ Sielox Class (community safety for public areas)
- ❖ Bandwidth Management

Our Mission Statement

To build long standing relationships based on trust, sound product decisions and quality service that allow us to focus on each customer's specific network needs

Qualifications, Capabilities and Experience

Empire Computing & Consulting has a core client influence in the State and Local Government and Education (SLED) market place and has been building that influence for over 20 years. With key clients such as Embry Riddle University, City of Ormond Beach, City of Daytona Beach, the State Attorney's Office (District 8), City of Aventura, University of North Florida, City of Cocoa, Volusia County Government, the School Board of Alachua County and Bonita Springs Utilities, we touch a broad spectrum of that marketplace along with our corporate clients.

Our TEAM to support you:

- **Richard Campos, VP of Engineer.** Richard is a graduate from the University of Florida with a Bachelor of Science degree in Electrical Engineering and has been working in the IT field for over 30 years. Richard holds advanced certifications with Cisco, HP, Barracuda, 3CX and others. Richard overviews all design and evaluates network availability and makes recommendations necessary for design implementation. Richard holds multiple certifications including Cisco's CCNA Wireless, CCNP, CCDA and Aruba's Certified Switching Associate and Mobility Professional.
- **David Campos, President/CEO.** David is a graduate from the University of Florida with a Bachelor of Science degree in Computer Engineering. David began his IT career as a technical code writer for Improcom and rose to Vice President before starting Empire in January, 1994. David remains actively involved with our clients and holds several certifications both technical and sales in nature having held Cisco's CCNA, Wireless Sales and Field Engineering and Aruba's Certified Mobility Professional.
- **Dale Slack, Systems Engineer/Sales.** Dale is a graduate of Vermont Technical School with an Associate's Degree in Engineering Computer Technology. Dale, as Senior Wireless and Security Systems Engineer, holds certifications with Aruba, Ruckus, Meraki, Cisco, March Networks, Barracuda, Motorola and others. His job requires design and implementation of wireless systems (point to point, MESH and WAN), physical security topography and installation, equipment maintenance contracts and renewals.
- **Gloria Burke, Marketing and New Business Development.** Gloria holds multiple responsibilities within the company including Project Management for large scale projects, new business development, manufacturer compliance and customer retention and service. She has worked as a Project Manager for Walt Disney Company and Prudential.
- **Thomas Burns, Systems Specialist.** Thomas is a student of University of Florida in the Engineering field. He is currently employed as an intern and assists the Senior Engineers with projects such as wireless installations and network configurations.

- Vincent Campos, Systems Specialist. Vincent will be a student at Florida State College majoring in Computer Engineering. He is currently employed as an intern and assists the Senior Engineers with projects such as wireless installations and network configurations.

Our firm's certifications include:

Aruba Certified Switching Associate
Aruba Certified Mobility Professional
Cisco Certified Network Professional
HP Campus LAN Specialist

Message Archiver Certified Engineer

Sielox CLASS Design Associate

Aruba Certified Mobility Associate
Cisco Certified Network Association (CCNA)
Cisco Design Associate (CCDA)

Backup Certified Product Specialist

Sielox Pinnacle Design Associate

Who else is on our Customer comparable contracts list?

City of Daytona Beach

John Clary

claryj@codb.us

386-671-7910

Professional Services client since 2013.

In 2016, we refreshed the Cisco Systems Core/Edge/Security/Switching design and implementation. We supply a block of annual service hours to the City for IT project engineering needs and network support. (annual P.O.)

City of Cocoa

Rob Beach

rbeach@cocoafl.org

321-433-8550

Professional services client since 2014.

Awarded City's Professional Services contract in 2017.

Empire created and deployed a City wide point to point network that has grown to 7 radio links to provide network connectivity to remote sites. Also Empire provides Engineering services for ALL network services on an As Needed Basis with hours occurring on a monthly basis.

City of Palm Coast

Mark Aiello

maiello@palmcoast.gov

Professional services client since **2005**

Created a City Hall outdoor wi-fi for use by employees and City residents.

September, 2015

Continued maintenance of the city wide park mesh wi-fi system designed and implemented in 2010. All adds/changes including new parks and trail locations. Latest work August, 2018.

Deployed a wi-fi mesh addition at a City community center in July, 2017.

City of Ormond Beach

Ned Huhta

huhta@ormondbeach.org

386-615-7031

Since 2007 Empire has assisted the City of Ormond Beach with engineering support for its network. **We have been awarded the AS NEEDED Services contract in the last two bids.**

Over the years, we have worked within the City's infrastructure to install and upgrade an ASA firewall, deploy an HP wireless controller and AP's, install, upgrade and configure the network WAN, configure and install the point to point wireless network, perform routing & switches changes, provided sales engineering support on Barracuda products and provided other general network support.

Who will respond to your engineering needs?

Network Architecture, Storage and Backup, Virtualization

Project Engineer: Richard Campos

Wireless Network Support

Project Engineer: Dale Slack

General Sales and Day to Day Support

Gloria Burke

School Board of Alachua County

Glenn Molander

molandga@gm.sbac.edu

352-258-1274

Professional Services client since 2010.

The District has over 1500 cameras and 75 NVR's. Recently, we've installed the first door access system in the district and will supply services for the remaining schools.

Embry Riddle Aeronautical University

Derek Mason, Director, IT Services

Masond3@erau.edu

Consulting and hardware client since 1998.

Empire worked with ERAU to design and test an Aruba WLAN product demo for a campus refresh. Empire participated in the planning, design, and placement of Aruba test equipment against other wireless equipment providers. May 2017.

ERAU selected Aruba Networks as the Campus wide WLAN solution and awarded Empire Computing as the VAR for the campus wide solution. Empire was instrumental in the solution and is actively involved in the ongoing wireless installation that already exceeds 500 WAPs. In addition, we are designing the refresh of the networking edge complete with Aruba switches, controllers, and Aruba's Airwave Management platform.

Why Rely on Empire?

Located less than a 10 minute drive from the City of Ormond Beach, our normal business hours response can be almost immediate. Our outage and emergency response to outages during the last 2 contracts has proven our reliability.



City of Cocoa Mitchell Lawyer, Technical Services Spvr. mlawyer@cocoafl.org 321-433.8550	Cisco, Radwin, Barracuda, Liebert
City of Daytona Beach John Clary, Director of IT claryj@codb.us 386.671.7910	Cisco, Barracuda, Axis
City of Ormond Beach Ned Huhta, Director of IT huhta@ormondbeach.org 386.615.7031	HPE, Radwin, Barracuda, Sony
City of Palm Bay Lisa Morrel morrel@palmbayflorida.org 321.953.8934	Cisco, Liebert
City of Port Orange James Hicks, IT Manager jhicks@port-orange.org 386.506.5545	Barracuda
Embry Riddle Aeronautical University Derek Mason, IT Manager, Desktop Services Masond3@erau.edu (386) 226-7161	Cisco, Cisco Meraki, Procera, Liebert
Flagler College William Jackson, Director, Technology Services wjackson@flagler.edu 904.826.8609	Aruba wireless, APC, Cisco
University of North Florida Clay Maddox, Asst. Dir. of Network Engineering Maddox, Clay clay.maddox@unf.edu 904.620.1305	Aruba, HPE
State Attorney's Office Steve Diamond, Director of Technology diamonds@sao7.org 386.239.7720	Cisco
City of Aventura Karen Lanke, IT Director lankek@cityofaventura.com 305-466-8928	Barracuda, Radwin

Attachments

- ❖ Request for Proposal Page
- ❖ Pricing Schedule
- ❖ Option Manufacturer Discount Offerings
- ❖ RFP Response Form
- ❖ Conflict of Interest Statement
- ❖ Drug Free Workplace
- ❖ Certificate of Insurance
- ❖ Empire Customer References



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: **AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES**

RFP NUMBER: 2019-28

RFP OPENING DATE & TIME: May 22 , 2019 @ 2:00 PM

RFP OPENING LOCATION: City Hall Upstairs Conference Room

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: Empire Computing & Consulting, Inc.

PROPOSER'S MAILING ADDRESS: 120 N. Frederick Avenue

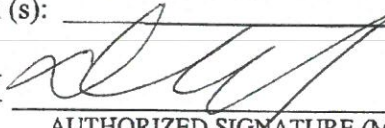
CITY-STATE-ZIP: Daytona Beach FL 32114

F.E.I.N.: 59-3284389

PHONE NUMBER: 386-253-6506 FAX NUMBER: _____

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)

David A. Campos
NAME (TYPED)

President/CEO
TITLE

May 21, 2019
DATED

RFP 2019-28 AS NEEDED INFORMATION TECHNOLOGY CONTRACT SERVICES

Discipline	Rate per Hour
Systems Administration – Windows Servers, Active Directory, Group Policy	90.00
Systems Administration - Architecture, Planning, Implementation	90.00
Systems Administration - Troubleshoot, Continued Support	90.00
Network Architecture Security – Switches, Routers, Firewalls	
Network Security - Architecture, Planning, Implementation	90.00
Network Security - Troubleshoot, Continued Support	90.00
Storage and Backups – SAN, Backup and Recovery	
Storage and Backups - Architecture, Planning, Implementation	120.00
Storage and Backups - Troubleshoot, Continued Support	120.00
Virtualization Support - Servers and Clients	
Virtualization Support - Architecture, Planning, Implementation	120.00
Virtualization Support - Troubleshoot, Continued Support	120.00
Application/Database Development and Support – Internal and WEB	
Application/Database Dev. and Support - Architecture, Planning, Imp.	No Bid
Application/Database Dev. and Support - Troubleshoot, Continued Support	No Bid
Voice, Data and Wireless Network Support – WIFI and Converged	
Voice, Data and Wireless Network Support - Architecture, Planning, Imp.	90.00
Voice, Data and Wireless Network Support - Troubleshoot, Continued Support	90.00
Desktop Support – Workstations, Printers	
Desktop Support - Architecture, Planning, Implementation	110.00
Desktop Support - Troubleshoot, Continued Support	110.00
Desktop Support – Staffing short term (less than 4 weeks)	110.00
Desktop Support – Staffing long term (more than 4 weeks)	110.00
Optional: Provide price schedule of discount percentage from MSRP for Manufactures or Product lines that are to be considered as part of the contract terms.	
Please see attachment for specifications	

Optional Manufacturer Price Schedules

- HPE Aruba* 40% hardware list 10% support list
- Cisco* 40% hardware list 10% support list
- Barracuda 15% hardware and support
- Ruckus 35% hardware
- Vertiv (Liebert) 35% hardware
- Radwin 17% hardware
- Palo Alto 20% hardware
- March Networks 15% hardware

**Empire Computing & Consulting participates on the State of Florida's WSCA purchasing contract for these manufacturers. The discount provided above is GREATER than the suggested contract discount*

City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)

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: Empire Computing & Consulting, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

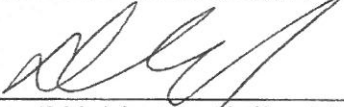
ADDRESS: 120 N. Frederick Avenue
Daytona Beach, FL 32114

PHONE NO.: 386-253-6506 EMAIL: davec@empirecomputing.com

SUBMITTER'S NAME: David A. Campos, Jr.

(Typed or Printed in Ink)

TITLE: President/CEO

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)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)**

CITY OF ORMOND BEACH, FLORIDA

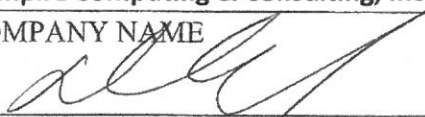
**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Empire Computing & Consulting, Inc

COMPANY NAME



AUTHORIZED SIGNATURE

David A. Campos, Jr.

NAME (PRINT OR TYPE)

President/CEO

TITLE

May 21, 2019

DATE

City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Empire Computing & Consulting, Inc.

Company Name

Authorized Signature
David A. Campos, Jr.

Print Name
President/CEO

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Service 1st Insurance 1450 N. US Highway 1, Suite 700 Ormond Beach, FL 32174	CONTACT NAME: Ralph Baliton PHONE (A/C, No, Ext): 386-310-4945 FAX (A/C, No): 1-386-310-4955 E-MAIL ADDRESS: Ralph@service1stinsurors.com																					
INSURED Empire Computing and Consulting Inc. 120 N. Frederick Ave. Daytona Beach, Florida 32114 386-253-6506	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Lloyds of London A.M. Best A, XV</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lloyds of London A.M. Best A, XV		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			ESH04636708	07/02/2018	07/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ESH04636708	07/02/2018	07/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 2,000,000 PROPERTY DAMAGE (Per accident) \$ 50,000 PIP \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (E&O)			ESH04636708	07/02/2018	07/02/2019	\$1,000,000/\$1,000,000 aggregate

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

IT Networking: consulting, sales, and service

Certificate holder is an additional insured as per contract in respect to general liability and professional liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach Attn: Ned Huhta 22 S. Beach Street Ormond Beach, FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ralph Baliton, Service 1st Insurance
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© 1988-2010 ACORD CORPORATION. All rights reserved.

**Attention commercial locations, the following certification
applies to all new and renewed business tax receipts:**

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me and may subject me to prosecution. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. I consent to inspection of the property by the City at any time between 9:00 a.m. and 5:00 p.m. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand that should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

19-22574

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

Fee: \$25.00
Valid 5/21/19 - 9/30/19

Classification	Comments/Restrictions	Location / Phone
AGENCIES, AGENTS, OR REPRESENTATIVES		1 OUTSIDE CITY OF ORM BCH
COMPUTER NETWORKING		(386) 253-6506
EMPIRE COMPUTING & CONSULTING, INC. 130 N. FREDERICK AVENUE DAYTONA BEACH FL 32114		

BUSINESS REGISTRATION

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

See Other Side For Opening Instructions



0702
City of Ormond Beach
Building Department
PO Box 277
Ormond Beach, FL 32175-0277

**IMPORTANT! YOUR BUSINESS
REGISTRATION IS ENCLOSED!**
#19-22574

FIRST CLASS MAIL

EMPIRE COMPUTING &
CONSULTING, INC.
130 N. FREDERICK AVENUE
DAYTONA BEACH FL 32114

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **James Moore & Co., P.L.** ("Contractor"), 121 Executive Circle, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated May 22, 2019, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless City provides at least thirty (30) days prior written notice to Contractor of its intent not to renew the Agreement.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) The Contractor may terminate this Agreement only if the City fails to pay the Contractor in accordance with this Agreement. The Contractor will send a certified letter requesting the City to show cause why the Agreement should not be terminated. If adequate assurances are not given to the Contractor within fifteen (15) days of the receipt by the City, the Contractor may consider the City to be in default and terminate this Agreement.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

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

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

James Moore & Co., P.L.
Curtis H. McCallister, Jr., Mgr.
121 Executive Circle
Daytona Beach, FL 32114

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

unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence
	\$300,000 General Aggregate *
	\$300,000 Aggregate Products & Completed Operations
	\$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence

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

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

- (d) **Excess Liability**

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage

shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or

some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED,

NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 30 day of July, 2019.

Witnesses:

CITY OF ORMOND BEACH



Print Name: Colby Cuento

By: Bill Partington

BILL PARTINGTON
Mayor

Cassidi Ritz

Print Name: Cassidi Ritz

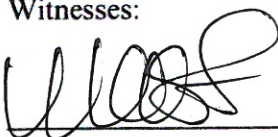
By: Joyce Shanahan

JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2019.

Witnesses:

JAMES MOORE & CO., P.L.



Print Name: Jeanette West

By: Cris McCallister

Print Name: Cris McCallister
Title: Manager of Technology

Print Name: _____

Attest: _____
Print Name: _____
Title: _____



RFP # 2019-28
PROPOSAL TO PROVIDE AS NEEDED
IT CONTRACTING SERVICES
FOR THE CITY OF ORMOND BEACH



 **James Moore**
Certified Public Accountants and Consultants

121 Executive Circle
Daytona Beach, FL 32114
1-888-387-6851
www.jmco.com

Proposal To Provide As Needed IT Contracting
Services To

**The City of Ormond Beach,
Florida**



James Moore & Co., P.L.

121 Executive Circle

Daytona Beach, FL 32114

Phone: 1-888-387-6851

www.jmco.com

Curtis H. McCallister, Jr.

Manager of Technology Solutions

Phone: 1-888-387-6851

Curtis.McCallister@JMCoIT.com

May 22, 2019



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Submittal Letter

May 22, 2019

Robert Schattie
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174



Re: RFP# 2019-28, As Needed IT Contract Services

Dear Mr. Schattie and Members of the Selection Committee:

The opportunity to submit our proposal to provide information technology contracting services for the City of Ormond Beach (the City) on an "as needed" basis for a three-year period, with two subsequent one-year renewals, is a privilege and appreciated. For nearly 30 years, we've been providing technology solutions to governmental entities like yours. We believe that our proposal will demonstrate why James Moore Technology Solutions Consultants (James Moore) is the best choice to serve you.

Local Firm, Unprecedented Experience

Some firms lack the experienced personnel needed to fulfill client commitments and provide timely, professional service. At James Moore, however, we understand the need for quick response times and readily available IT specialists. **We have built a Technology Solutions Consulting (TSC) team that currently serves more than 70 governments, businesses, and nonprofit organizations throughout the state of Florida.** All members of this team carry a wide range of IT certifications and keep their knowledge updated through continuing professional education.

Our TSC team offers a variety of services including network managed services, network security, data backup, and business continuity (for a detailed list of our TSC services, please see page 6 of this proposal). We combine our team approach to service delivery, and personal approach to client relationships, with advanced technology and proven, mature processes to ensure prompt, dependable, and efficient service. And because we're local, we're just minutes away whenever you need someone on site. Additionally, our firm has provided audit services to the City of Ormond Beach, giving us a familiarity with your mission and operations that will help us better identify and address your needs.

The bottom line.... *we'll focus on your technology, so that you can focus on fulfilling your mission.*

Approach to IT Services

James Moore believes in a collaborative working relationship between our team and the City. We'll take the time to get to know you so we can tailor our offerings to meet your specific needs, and we've built a solid reputation for delivering proven solutions in a timely manner. We'll use the latest tools to actively monitor your environment so we're aware as soon as an issue arises. We'll collect common performance metrics to help deter problems before they cause a failure or disruption to business operations. And we'll remain in regular communication with the City to stay abreast of goals and initiatives.

What our proposal cannot convey is our sincere desire to work with the City. We are confident that our services and support will exceed your expectations and prove to be the best value for you. This proposal is valid for a period of not less than 90 days from date of receipt.

Sincerely,



Curtis H. McCallister, Jr., MCSA, CCA
Manager of Technology Solutions



Proposal to the City of Ormond Beach, Florida
Page 2

Independence and Conflict of Interest Statements

Independence

James Moore adheres to all independence rules and interpretations of the AICPA, the State of Florida and the U.S. General Accounting Office's (GAO) *Government Auditing Standards*. Professional and personal relationships with clients that could raise any doubt as to the appearance of independence are constantly re-examined.

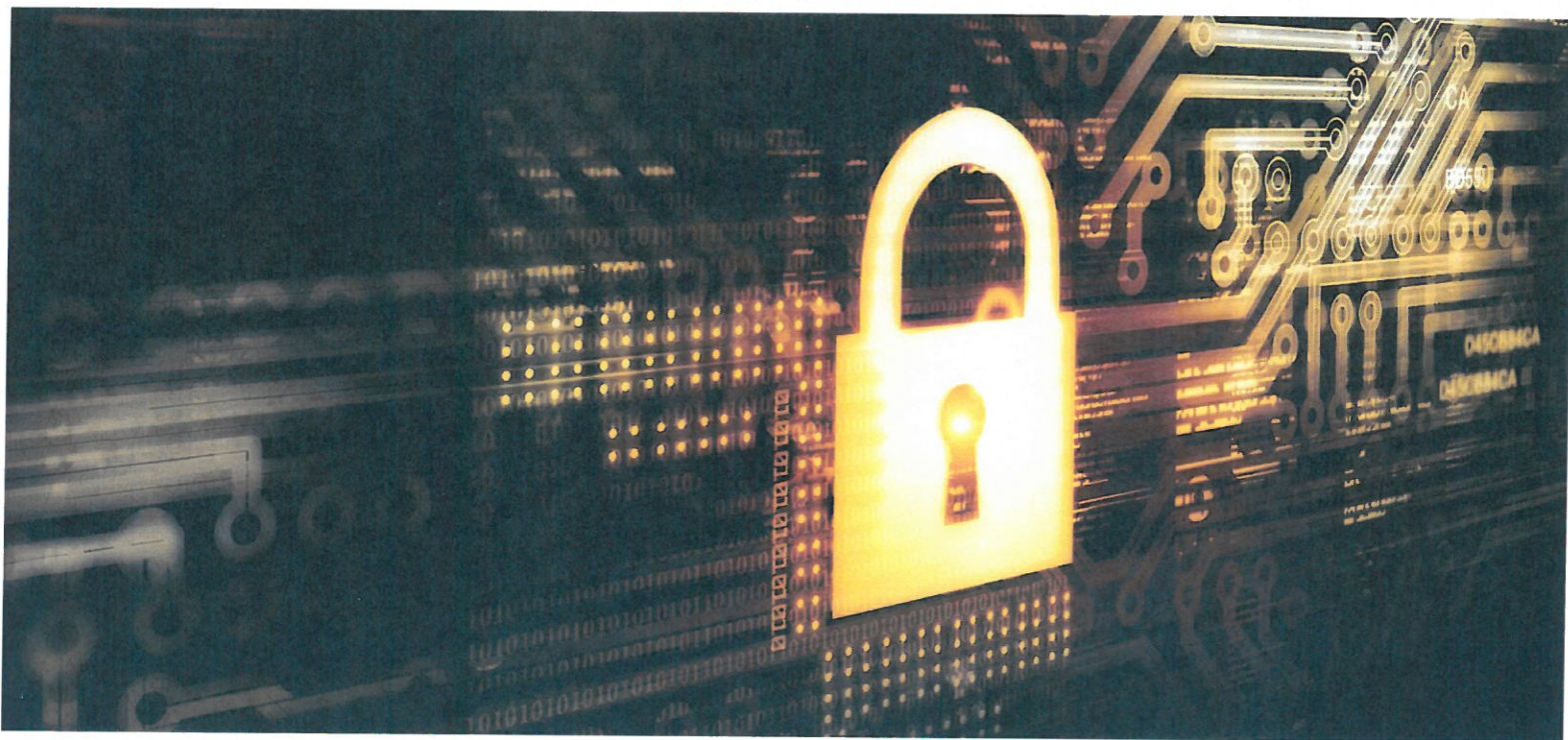
The firm and the employees to be assigned to your engagement are independent with respect to the City of Ormond Beach, as defined by generally accepted auditing standards in the United States of America and *Government Auditing Standards* as promulgated by the GAO. We agree to notify you of any professional relationships entered into during the period of this engagement that could affect our independence

James Moore presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. We affirm in the performance of this contract, no subcontractor or person having such an interest shall be employed. We certify to the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. We expressly agree that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

Conflict of Interest

James Moore & Co., P.L. is serving in a multi-year contractual engagement to provide financial audit services to the City of Ormond Beach. In research and discussion with Joyce Shanahan, City Manager of Ormond Beach, it was agreed upon that this relationship does not constitute a conflict of interest relative to performing the services sought in this RFP.

The firm has no other relationships – professional, financial or otherwise – with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units.



Qualifications, Capabilities, and Experience

FIRM PROFILE

OFFICES

James Moore has grown from a sole proprietorship to a regional accounting firm with offices in:

- Daytona Beach
- DeLand
- Gainesville
- Tallahassee

JAMES MOORE & CO., P.L.

- Nearly 30 years as a full-service IT provider focusing on protecting business data and operations through ProActive maintenance, monitoring, and support
- Limited liability company
- Tax ID # 59-3204548
- Founded in 1964, our firm also offers IT services, accounting, audit, consulting, human resources, and more.

OUR PEOPLE

- Our primary asset
- A dedicated team of information technology professionals with a wide range of professional certifications
- Team members combine for nearly 100 years of industry experience
- Low turnover rate; some team members have been with the firm for over 20 years
- A Microsoft Certified Gold Partner
- A firm focused on creating exceptional career opportunities for our people
- An equal employment opportunity company with a culturally and ethnically diverse workforce

James Moore & Co. is a Microsoft Certified Gold Partner - a designation that requires the highest level of achievement and standards.

Gold
Microsoft Partner



JAMES MOORE & CO., P.L.					
	FIRMWIDE	DAYTONA BEACH	DELAND	GAINESVILLE	TALLAHASSEE
Members (Partners)	18	4	1	11	2
Managers	33	6	3	22	2
Accounting Staff	70	22	5	29	14
Accounting & Controllershship Staff	15	3	0	11	1
Technology Solutions Consulting Staff	12	3	0	8	1
Administrative Staff	21	3	3	13	2
TOTAL	169	41	12	94	22

Qualifications, Capabilities, and Experience

FIRM PROFILE

James Moore & Co., P.L. (James Moore) is a limited liability company founded by James Moore in 1964 with a primary focus on serving the needs of clients and helping them achieve their goals. Since then, we have grown from a sole proprietorship to a regional full-service firm with offices in Gainesville, Daytona Beach, DeLand, and Tallahassee, Florida. With over 160 employees including 18 partners and over 30 managers, we serve local governments, nonprofits, higher education entities and commercial businesses nationwide.

Technology Solutions Consulting (TSC) Team

James Moore's TSC Team is a full service IT provider offering solutions such as Managed IT services, security, network design, network installation and performance tuning, technology planning and many other services. We work with governments, nonprofit organizations, and commercial enterprises located throughout Florida and Georgia.

James Moore started providing IT services when we could not find any skilled, experienced providers to help us grow our own business technology to meet digital-era challenges. We ultimately created an internal IT team whose members also helped our business partners, and eventually our clients, succeed with their technology. Ultimately, the department grew into a full service arm of the firm. Today our team includes 11 certified information technology professionals with over 150 combined years of experience.

Our TSC team offers a variety of advanced technical services, including:

Network Security	Multi-location data access
Data backup and protection	Server upgrades and consolidation
Business continuity	Performance tuning
Proactive monitoring	Business technology planning and budgeting
Maintenance	New solution planning and consulting
Network managed services	Multi-vendor project collaboration
Single-location/multi-location network design	

Our Commitment to Client Satisfaction

While our expertise speaks for itself, it's our commitment to client service that sets us apart. But don't just take our word for it...

100% of our TSC clients are likely to recommend James Moore to their friends and colleagues.

This is according to our Net Promoter Score (NPS) - a leading indicator of customer experience and business growth recognized around the world. A score of 100 is a pretty big number as it is; when it comes to a company's NPS, it's world class. And given the business services industry average of 41 and the technology software/hardware industry average of 38, we'd say our score puts us in pretty good (and rare!) company!

Additionally, **in an independent study contracted by Microsoft, our clients consistently rated us above average** – nearly 100% for all metrics, including satisfaction, quality, and competency – and indicated they would absolutely recommend our services to others.

Because providing high quality service is a cornerstone of our philosophy, we take several steps to ensure we have the expertise and tools to take care of you like no one else can.

- Our experienced technicians are required to complete training benchmarks each year to keep current with new technology offerings and strategies.
- We have invested heavily in our service management system to maintain high levels of efficiency and accountability by logging all the work we perform.
- We monitor our service response times so we can ensure we are exceeding our clients' expectations.
- We have regular client meetings to meet our clients' needs and prepare their technology for the future.

Qualifications, Capabilities, and Experience

OVERALL QUALIFICATIONS OF JAMES MOORE

GOVERNMENT AND RELATED EXPERIENCE

For over a quarter century, the James Moore TSC Team has been providing technology solutions for governments and other organizations, including ProActive Managed Services and other forms of support for approximately 300 organizations throughout Florida. A small sample of our government and related experience in the IT realm is as follows (full client list available upon request):

- City of Newberry, Florida
- River to Sea Transportation Planning Organization
- Early Learning Coalition of Flagler and Volusia Counties
- Early Learning Coalition of Brevard County
- City of Flagler Beach, Florida
- City of Cape Canaveral, Florida
- City of Williston, Florida
- CBC of Brevard
- CDS Family & Behavior Health Services
- Community Partnership for Children, Inc.
- Partnership for Strong Families

SAS94 IT AUDIT EXPERIENCE

Government

- Town of Orange Park
- St. Johns River Water Management District
- St. Lucie West Services District
- City of Williston
- City of Daytona Beach Shores
- City of Palm Coast
- City of Flagler Beach
- County of Volusia
- State of Florida, Department of Education, Office of Student Financial Assistance

Other Non-SAS94 Government

- City of Hawthorne

General

- Pinellas County Head Start
- Vision HR
- Easter Seals of Volusia & Flagler Counties
- Raydon
- University of Florida Foundation, Inc.
- University of Athletic Association, Inc.
- Rural Health Care, Inc.

Key Personnel

PROPOSED STAFFING PLAN

Our entire Technology Solutions Consulting Team will work in tandem to provide the highest level of IT services for the City. All TSC team members monitor IT systems and carry out service requests as they're received. Although some service requests are triaged based on skill level, most requests are handled by the first available team member. Team member résumés are included on the following pages.

Curtis McCallister, MCSE, CAA, Manager of Technology Solutions, will have complete and final responsibility for the network administration and support services, from planning to completion. He will act as primary liaison between James Moore and the City and will ensure the highest quality of client service and technical competence.

Jerry Pflueger, MCSA, Senior Technology Solutions Consultant, will be the alternate liaison between James Moore and the City during any temporary absence of Curtis McCallister. He will be responsible for technology related standards, providing software support as needed, and assisting with data extraction.

Chris Meyers, Network Operations Manager, will serve as a consultant to network design, technology implementation, and security.

Larry Neal, ITS Manager, will provide network planning, design, and support, including security and data management.

Daniel Sanders, Senior Technology Solutions Consultant, will analyze, recommend and implement technology solutions to help the City increase efficiencies and decrease operating costs. He will also serve as a liaison on behalf of the City to third-party providers.

Jeremiah Meyers and Josh Ellis, Technology Solutions Consultants, will assist with hardware and software updates, respond to workstation issues as they arise, assist with the management of inventory and licensing of all IT assets, assist with computer and equipment replacements and other tasks as necessary.

Jeanette West, Technology Solutions Coordinator, will be responsible for prioritizing service requests and managing the deployment of team members, ensuring that all service tickets are processed in a timely manner, and assisting in the preparation of quotes and the ordering hardware and software.

"[James Moore Technology Solutions Consulting Group] has been a true technology partner for CPPI for many years. Throughout our partnership [they] have been an integral part in assisting with many IT projects and initiatives. JMCO-IT helped with office relocations, advanced network support, complex troubleshooting projects, and [they're] always extremely responsive, professional and friendly. JMCO-IT is highly skilled and friendly; I would recommend them without hesitation."

*Brad Buckles, Director of Technology,
Charles Perry Partners, Inc.*

Key Personnel

RÉSUMÉS



CURTIS MCCALLISTER, MCSE, CCA MANAGER OF TECHNOLOGY SOLUTIONS

Curtis has 30 years of experience providing information systems consulting to governments, nonprofits, and commercial entities. He manages the firm's Technology Solutions Consulting Team and has worked with James Moore for over 19 years.

CERTIFICATIONS

**Microsoft Certified Systems
Engineer (MCSE)**

Certified Citrix Administrator

CompTIA Security+

**Microsoft Exchange Server 2010
and 2007**

Microsoft Hyper-V

Network+

**Criminal Justice Information
Systems (CJIS)**

EXPERIENCE

Curtis started working on IT systems in the military, where he was responsible for maintaining and supporting active operations. This foundation of experience allowed him to develop his current service philosophy: when approaching any problem, identify the impact to the business' operations; plan and execute the resolution as a team; and identify how to prevent it from reoccurring. With a strong sense of loyalty and dedication, Curtis brings this philosophy of team service to the Technology Solutions Consulting (TSC) Department of James Moore.

As the Manager of the TSC Department, Curtis applies principles of process improvement to provide consulting, project planning and implementation, and service delivery. He is continually evaluating emerging technologies with the goal of bringing innovative and cost-effective solutions to clients.

Curtis has experience providing IT managed services for the following governments: City of Newberry, City of Flagler Beach, City of Williston, and the River to Sea Transportation Planning Organization. He also has vast experience working with nonprofits and businesses that require a similar level of service detailed in the request for proposal.

CONTINUED PROFESSIONAL EDUCATION

Curtis completes over 40 hours of continuing professional education each year, including HIPAA, public records, CJIS, privacy requirements, network administration, implementation and maintenance.

Key Personnel

RÉSUMÉS



JERRY PFLUEGER, MCSA SENIOR TECHNOLOGY SOLUTIONS CONSULTANT

Jerry has nearly 25 years of experience providing information and technology support to governments, nonprofits, and businesses of varying size in numerous industries. He has worked with the firm for over 19 years.

EXPERIENCE

Jerry's experience is in designing and securing information technology infrastructures. His work with the firm includes providing technology consulting and personalized computing services to a wide range of clients. Jerry's responsibilities have included planning, implementing, supporting, and maintaining network environments, reviewing and installing suitable IT system controls, and making recommendations to minimize risk within the business environment. He also provides e-mail systems, addresses Internet connectivity projects, and supports software needs.

Jerry has an in-depth understanding of the IT needs of local governments through his work with the City of Flagler Beach and the River to Sea Transportation Planning Organization. He also has extensive experience working with nonprofits and businesses that require a similar level of service detailed in the request for proposal.

EDUCATION & CONTINUED PROFESSIONAL EDUCATION

Jerry received a Bachelor of Science in Information Systems Technology from the University of Central Florida. His studies included computer science and network technology services. Jerry completes over 40 hours of continuing professional education each year, including HIPAA, public records, CJIS, privacy requirements, network administration, implementation and maintenance.

CERTIFICATIONS & MEMBERSHIPS

Microsoft Certified Systems Administrator

Microsoft Certified Professional (MCP)

CompTIA Network+ Certified Professional

CompTIA A+ Certified Professional

Microsoft Certified Small Business Specialist

Criminal Justice Information Systems (CJIS)

Daytona Beach/Halifax Chamber Leadership Class XXIV Alumni

Volusia Tech Council

Key Personnel

RÉSUMÉS

CHRIS MEYERS

NETWORK OPERATIONS MANAGER



Chris has over 20 years of IT experience and manages the technology infrastructure of the firm's multiple offices. He identifies and implements firm-wide infrastructure projects, including integrated telecom, inter-office network connectivity and redundancy, and network security. He also assists with these efforts for our TSC clients and provides security updates.

Chris previously managed the service department for a national computer chain and provided systems support for a large regional data center. He maintains an in-depth knowledge of technologies ranging from network topology design, storage array configurations, firewall policy management, project management, and server configuration.

CERTIFICATIONS & MEMBERSHIPS

American Institute
of Certified Public
Accountants
(IT Section)

Certified Novell Engineer

Santa Fe College
Information Technology
Education Advisory
Committee

Alachua County Public
Schools IT Support
Volunteer

LARRY NEAL ITS MANAGER



Larry has nearly 20 years of IT experience. He oversees a team of several technology professionals and facilitates project management, annual budgeting, and management of the daily operations of the firm's ITS team.

For TSC engagements, Larry assists our government clients with troubleshooting hardware, software, and connectivity issues for mixed Linux, Windows, and Apple Workstation, Mobile and Server environments. He also helps with remote access using a variety of methods and streamlining networks and processes to improve performance, connectivity, and security.

CERTIFICATIONS

Microsoft Certified
Solutions Associate
(MCSA)

WatchGuard Certified
Security Professional

Key Personnel

RÉSUMÉS

DANIEL SANDERS

SENIOR TECHNOLOGY SOLUTIONS CONSULTANT



Daniel has nearly 12 years of IT experience and provides technical support for a variety of our clients. He is recognized for his productivity, complex problem resolution, and professionalism and has extensive experience serving multiple clients concurrently with various computing and network environments.

Daniel helps with troubleshooting hardware, software, and connectivity issues for mixed Linux, Windows, and Apple Workstation, Mobile and Server environments. He leverages his extensive experience in multiple operating environments including mainframe connectivity and security, workstation, and server operating systems.

CERTIFICATIONS

Microsoft Certified
Professional (MCP)

Windows 7

Server 2003

Criminal Justice
Information Systems
(CJIS)

JEREMIAH MEYERS

TECHNOLOGY SOLUTIONS CONSULTANT



Jeremiah provides a wide range of support functions including data backups, server repairs, and workstation issues. His area of expertise centers on automation—configuring servers to fix themselves, implementing self-service options for clients, and more. As such, he plays a key role in maintaining the systems that help our TSC department better assist clients, such as our ticketing and documentation system and our software that allows us to troubleshoot and fix client equipment remotely.

Jeremiah completes over 40 hours of continuing professional education each year, including HIPAA, public records, CJIS, privacy requirements, network administration, implementation and maintenance each year.

CERTIFICATIONS

Microsoft Certified
Solutions Associate
(MCSA) Server
(in progress)

Key Personnel

RÉSUMÉS

JOSH ELLIS, MCP

TECHNOLOGY SOLUTIONS CONSULTANT



Josh has seven years of experience in the IT industry and has extensive experience with computer networking, including network security and workstation monitoring and support. He is also skilled in working with and troubleshooting VPN and local area network switches, etc.

Josh has in-depth knowledge of TCP/IP and IPv6 networking and experience working with SQL servers. He is also skilled in operating systems such as Cisco, ScreenOS, and Juniper JunOS. He also has experience with data storage/archive, disaster recovery, and Microsoft Windows Server 2008 and 2012.

CERTIFICATIONS

Microsoft Specialist:
Implementing Microsoft
Azure Infrastructure
Solutions

Microsoft Certified
Solutions Associate
(MCSA)

JEANETTE WEST

TECHNOLOGY SOLUTIONS COORDINATOR

Jeanette is responsible for prioritizing service requests and managing the deployment of the TSC service team. She ensures that all service tickets are processed in a timely manner, and that all issues are resolved to the client's satisfaction. She also assists in preparing quotes and ordering hardware and software.

Jeanette has 13 years of administrative and client service experience and has been a member of the James Moore team since 2018. Her professionalism and commitment to exceptional client service makes her a highly valued member of the team.

SKILLS

Customer Service/
Coordination

Project Management

Report Preparation

Administration

Accounting/Bookkeeping

Qualifications, Capabilities, and Experience

CERTIFICATIONS

The primary asset of any business is the quality and skill of its employees. We hire the best of the best, and our technicians are required to keep the most up-to-date vendor certifications in all the software we support. In fact, due to the level of quality and care we place in hiring the most qualified technicians, *only one percent of technician applicants complete the hiring process and join our Technology Solutions Consulting team.*

James Moore is a Microsoft Certified Gold Partner

This elite designation gives us access to a wide range of resources to help your organization. Companies earn this certification by demonstrating best-in-class abilities and expertise in delivering quality solutions in one or more areas of business.

What does this mean for the City? It means you'll have solutions that meet the most updated and rigorous standards that Microsoft requires - and that those solutions will be supplied by a top-notch provider.

Gold
Microsoft Partner



Continuing Professional Education

All TSC personnel participate in over 40 hours of continuing professional education each year on network administration, implementation and maintenance. Project Managers are required to research and stay abreast of industry best practices as they pertain to their area of specialization. Each team member is also encouraged to read about and remain current on technology trends and best practices. We also host soft skill training throughout the year to include, but no limited to, business communications, verbal and written communication, leadership, and more.

Individual Team Member Certifications:

- Microsoft Certified Systems Engineer
- Certified Citrix Administrator
- CompTIA Security+
- CompTIA Network+
- CompTIA A+
- Microsoft Exchange Server 2010 and 2007
- Microsoft Hyper-V
- Network+
- Microsoft Specialist
- Microsoft Certified Professional
- Microsoft Certified Solutions Associate
- Microsoft Certified IT Professional
- Microsoft Certified Technology Specialist
- WatchGuard Certified Systems Professional
- Windows 7
- Server 2003
- Criminal Justice Information Systems
- Microsoft Certified Partner
- Microsoft Small Business Specialist

Project Methodology

TSC **GOLD**: THE JAMES MOORE APPROACH TO SERVICE

With James Moore Technology Solutions Consulting, you'll see our commitment to outstanding service in every aspect of our work. It's in the big things, like fixing an imminent server failure on a holiday weekend. It's in the little things, like always being just a phone call away. And with TSC Gold, our time-tested approach to service, we can ensure quality across the board.

While every client has unique needs, taking a consistent approach means we get it right the first time, every time. Here's what you can expect from TSC Gold, The James Moore Approach to Service:

Assess

Understanding your business goals, and how your current technology influences them, is an important first step in assessing and diagnosing your situation. One of our managers or a senior technician will meet with you to learn about your objectives—and explain how your technology can help you attain them.

Recommend

We'll create a concise scope of work and deliverables and review it with you to ensure that your business needs will be met. Upon your acceptance of this scope, we will provide a number of fixed fee project options to eliminate risk on your end.

Implement

Next, a project manager is assigned and project team defined to execute the project. The project manager will host a kickoff meeting with you to set timelines and milestones. You'll also receive regular updates from him or her regarding progress, observations and issues that might arise.

Verify

Throughout your project, we will test and evaluate our work to ensure that the project deliverables are operating within specifications. We'll also follow up with you to make sure your experience with us is what you expected.

Feedback

We'll hold a final wrap-up meeting with you, the project manager and our TSC manager. Any deliverables will be provided at this meeting, and we'll discuss the outcome and address any project changes. And we're always available to answer questions or assist after the project is complete.

Because "Business" Comes First in "Business Technology"

We're more than just an IT company; we're part of a regional accounting and consulting firm that's been around for over 50 years. So we focus on the entire picture of your organization – your non-technology needs as well as your network, data and equipment. With James Moore, you get a combination of technical and business expertise that most technology service providers simply don't have.

Project Methodology

Network Architecture Security

Coming from our regional accounting firm heritage, James Moore has a strong sense of security. First, we have a number of technicians who are trained and even certified in cyber security. We use industry leading tactics with proven solutions to build a robust defense for our clients, and we put in place monitors and alerts to give us an added edge. To date, **no James Moore Managed Services clients have ever paid a ransomware ransom or lost any significant or meaningful data.** This means if the unthinkable happens at the City, you can feel confident in knowing James Moore is there protecting you with our trained, experienced staff and the best tools available.

Storage and Backup Solutions

Data backup is the most important function of any IT management efforts; when all else fails, the data backup must not. James Moore lives by this ideal; as such, we use industry recognized backup solutions to back up your information every evening to a local device for safe keeping and rapid recovery. We configure the devices in a manner that provides the backup data with protection from worms and ransomware attacks. We also work with you to identify critical data and we send that offsite for safe keeping. The backed up data (whether it's on site or remote) is encrypted for safety. Backup logs are checked daily, with test restores conducted monthly and the results logged into our ticketing system for review by the client at any time.

If we discover, in conversations with you, that a more robust solution is needed, something to promote business continuity we have additional options to meet that need which integrate seamlessly with our current services meaning you always have your data when you need it.

24 x 7 x 365 Alerting for Critical Events

Using a software agent installed on each Microsoft Windows server and workstation, James Moore is alerted when a critical event occurs on the monitored device. Common server monitors include (but are not limited to) hardware failures, system services failures, drive space issues, high CPU utilization, and high disk queues. We also run a series of proactive tests on the network and are alerted when a test fails. Some of these tests include Active Directory Diagnostics (DcDiag) and Real Time Black Lists (RBL) checks.

Hours of Operation

Remote help desk and vendor management of the City's computer network(s) will be provided by James Moore through remote means between the hours of 7:00 am – 6:00 pm Monday through Friday, excluding observed holidays. However, James Moore shall not cease providing support to the City at 6:00 pm when such support was initiated prior to 6:00 pm and is identified as critical in nature. Critical Event Alerting will be provided 24 x 7 x 365.

Support and Escalation

James Moore will respond to the City's help desk requests under the provisions of our Service Management System and utilizing its best efforts to support the City after hours and on holidays. Each call will be assigned a ticket number for tracking. Our service request escalation process is detailed in our Escalation Plan on the following pages.

After Hours Support

James Moore recognizes that not all work stops at 5pm for all people, therefore in addition to performing the bulk of our ProActive Maintenance tasks after hours to minimize disruption to your staff we designate three people for on-call. We provide a dedicated toll-free number that you can call, day or night, that will be answered by a live person. That person will take your information, create an emergency level service ticket and call our primary on-call person. If the primary on-call technician cannot work the problem they will call the backup on-call person, and then they will call the Team Leader if the second person cannot work on the problem. You will be able to get the emergency help you need when you partner with James Moore.

Project Methodology

Reporting to the City

James Moore will provide monthly reports on general network health and document critical alerts and responses to the City. Specific service items are processed through the James Moore Service Management System, and the ticket point of contact, as well as the client's designated representative(s), are notified of ticket status and completion via email through that system. In addition, we will facilitate regular meetings with the City representative(s) to discuss network health, service levels, life cycle planning, and future goals, among other things. The majority of the communication between the engagement team members and the City will be handled over the phone or via email. All planning meetings, such as life cycle management, business improvement and analysis, and quarterly meetings will be conducted in person.

Assist with Planning to Ensure IT Systems Retain Viability

James Moore routinely monitors and tracks system performance and reliability to look for trends that could indicate a developing problem. During the scheduled quarterly meetings, we discuss with management the status of the network and future growth plans or upcoming changes to the environment. James Moore also dispatches a technician on site at regular intervals throughout the month to directly experience the performance of the IT systems in place so that we can make observations based on our experience and training.

Disaster Recovery Plans

James Moore takes a multi-tiered approach as it plans for disaster recovery. Working with the management and designated representatives, James Moore will help define a disaster recovery solution that incorporates both on-premises and off-premises components to ensure the information and business operations are maintained (or returned to) acceptable levels in the event of a disaster.

Redundancy for Cloud Offerings

James Moore partners with Microsoft to provide a number of hosted solutions. Microsoft has five data centers across the continental United States and 19 throughout the world. Each datacenter in a geographic region, such as the Southeast United States, is replicated between the other data centers in that region. Furthermore, depending on the dataset being hosted, James Moore will design and configure a secondary back-up solution to provide additional levels of protection for critical information or business processes.



Project Methodology

Approach to Helpdesk Support

Our James Moore TSC Gold Methodology is based off three foundational pillars

- Protect the organization's data
- Protect the organization's operations
- Protect the organization's reputation

Standing firmly on these pillars makes partnering with James Moore a wonderfully different experience than what you may be accustomed. When we take this approach, it makes service delivery a straightforward process. We always make sure you know what to expect from us, and we provide timely feedback.

- Clients can communicate a problem to the James Moore TSC Team in a number of ways:
 - Call our 1-800 number helpdesk
 - Email our support system
 - Reach out via a system tray icon on their desktop
 - Contact our key personnel (managers and Client Champion) via their cell phones
- Our standard hours of support are Monday through Friday from 7:00 am to 6:00 pm. We also have emergency after-hours support through our helpdesk.

James Moore takes a team approach to service and will assign as many staff as required to complete the work. ***In one instance serving a client, during a critical outage we had five James Moore technicians working on site through the night to restore services.***

- The escalation process is simple, if a ticket is submitted but needs to be escalated in priority just call the Help Desk. If a James Moore Technician needs to escalate an item to a senior engineer, or a developer such as Microsoft, that communication is handled directly with the Senior and usually doesn't involve client staff.
- All activity is logged and documented in our Service Management System. This system tracks ticket creation time and response time for our work. Technicians document their actions in these tickets, which can then be later searched as a knowledgebase (shortening future resolution times). It also allows for patterns to be identified and strategies developed to address recurring or problem devices or solutions.
- On-demand troubleshooting is available for some issues. However, most service items are reviewed before a technician is scheduled to identify recurring or chronic issues and prioritized based on business impact. Items which are scheduled fall within time frames agreed upon in the agreement and are subject to SLA compensation.

"We have been very impressed with the technology services that we have received from James Moore over the past 6 years. With Curtis McCallister at the helm, things are running as smooth as ever. James Moore's expert technicians take a genuine interest in our success by providing us with a network that functions efficiently and effectively which is essential in that success. They operate with a visible hands on approach to their service including on-going advice, skilled guidance and consultations. It is always a pleasure working with their team"

Orianna Snook, Controller
Emmer Development Corp.

Project Methodology

GUARANTEED RESPONSE TIME

All time intervals reference support hours of 7:00 am – 6:00 pm.

SERVICE REQUESTED	IMPACT SCOPE	PRIORITY	RESPONSE TIME	ON-SITE
HIGH	Major functions are unavailable/inoperable or critical business processes are unavailable/ inoperable.	1	.5 hour	2 hours
MEDIUM	General business process are unavailable/inoperable, critical business processes are still operable.	2	4 hours	8 hours
LOW	Administrative questions or issues. General business processes are available..	3	24 hours	72 hours
SCHEDULED	Activity that needs to be scheduled to correspond with and in support of another scheduled event.	4	scheduled	scheduled

Onsite response time includes travel time needed to get to the facility. Scheduled service requests are to be submitted 72 hours prior to the scheduled event.

"...For the last 10 years we have been hosting our email on our own servers using Microsoft Exchange. We recently decided to make the switch to Office 365 Business Premium based on the recommendation of James Moore and Co. The transition was nearly transparent to my users... and trouble free. I was able to free up resources in our virtual environment, reel in licensing with MS Office, get everything under one roof, and eliminate the hassle of maintaining email retention and storage issues.

[James Moore & Co Technology Solutions Team] was fast and always available to quickly answer questions...there literally were zero problems...I never spent a single night waiting on an email reply or worrying about an issue. This project went off without a hitch. If I had to go back and do anything different, I would have made this change much sooner."

*Jerry Everetts, IT Director,
Food Supply, Inc.*



Top Five Customers

We are pleased to provide you with five client references served who best match the requirements and needs of the City. We invite you to contact these entities regarding our dedication to our client service, our professionalism, and our knowledge and experience.



Early Learning Coalition of Flagler & Volusia, Inc.

DJ Lebo | Finance Director

135 Executive Circle, Daytona Beach, FL 32114
djlebo@elcfv.org
Phone: (386) 323-2423



City of Newberry

Dallas Lee | Chief Financial Officer

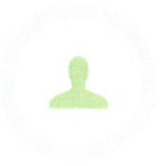
PO Box 369, Newberry, FL 32669
Dallas.Lee@ci.newberry.fl.us
Phone: (352) 472-2161



Early Learning Coalition of Lake County, Inc.

Lesha Buchbinder | Executive Director

1300 Citizen's Boulevard, Suite 206, Leesburg, FL 34748
lbuchbinder@elclc.org
Phone: (352) 315-6662



Gainesville Health and Fitness

Mike Kline | Chief Financial Officer

4035 NW 43rd Street, Gainesville, FL 32606
mkline@ghfc.com
Phone: (352) 377-4955



Rural Health Care, Inc. d/b/a Azalea Health

Laura Spencer | President

1302 River Street, Palatka, FL 32177
lspencer@azahealth.org
Phone: (386) 326-7340

Related Experience with Similar Contracts

Following are service details for three of our comparable client contracts who best match the requirements and needs of the City. We invite you to contact these entities regarding our dedication to our client service, our professionalism, and our knowledge and experience.

Early Learning Coalition of Flagler & Volusia Counties, Inc.

135 Executive Circle, Suite 100
Daytona Beach, FL 32114

Contact: DJ Lebo, Executive Director | (386) 323-2400 ext. 196

Project Manager in Charge: Curtis McCallister, Manager of Technology Solutions

Licences/Certifications: MCSE, CAA

Various Team Positions:

- Jerry Pflueger, MCSA, Senior Technology Solutions Consultant
- Chris Meyers, Network Operations Manager
- Larry Neal, ITS Manager
- Daniel Sanders, Associate Technology Solutions Consultant
- Jeremiah Meyers and Josh Ellis, Technology Solutions Consultants
- Jeanette West, Technology Solutions Coordinator

James Moore's TSC Team worked closely with the local network administrator to ensure systems are properly maintained. We have assisted with system upgrades, solution integrations, technology lifecycle planning, IT budgeting, network upgrades and enhancements, and more for a number of years. We conduct a number of additional activities in execution of our agreement.

Contract Objectives/Accomplishments:

- Protect organization data
- Protect organization operations
- Improve organization's technological efficiency

Challenges Encountered, Resolutions:

- Challenges included outdated hardware and pre-existing maintenance practices that did not create a reliable environment.
- Resolved by implementing a strategic maintenance program, proactively identifying and fixing problems, identifying areas of improvement and implementing fixes that align industry best practices and the organizations business processes.

Contract dates: 2007 - present

Related Experience with Similar Contracts

CONTINUED

Early Learning Coalition of Lake County, Inc.

1300 Citizen's Boulevard, Suite 206
Leesburg, FL 34748

Contact: Lesha Buchbinder, Executive Director | (352) 315-6662

Project Manager in Charge: Curtis McCallister, Manager of Technology Solutions

Licences/Certifications: MCSE, CAA

Various Team Positions:

- Jerry Pflueger, MCSA, Senior Technology Solutions Consultant
- Chris Meyers, Network Operations Manager
- Larry Neal, ITS Manager
- Daniel Sanders, Associate Technology Solutions Consultant
- Josh Ellis, Technology Solutions Consultant
- Jeanette West, Technology Solutions Coordinator

James Moore has been the sole IT management provider for ELCLC and works directly with the executive director and staff to ensure the agency's technology is maintained and operational at all times. We have attended staff meetings, provided end-user security training, planned system upgrades and enhancements, solution integrations, technology lifecycle planning, and more to ensure their technology is working for them. We also conduct a number of additional activities in accordance with our agreement.

Contract Objectives/Accomplishments:

- Protect organization data
- Protect organization operations
- Improve organization's technological efficiency

Challenges Encountered, Resolutions:

- Challenges included outdated hardware and pre-existing maintenance practices that did not create a reliable environment.
- Resolved by implementing a strategic maintenance program, proactively identifying and fixing problems, identifying areas of improvement and implementing fixes that align industry best practices and the organizations business processes.

Contract dates: 2017 - present

Related Experience with Similar Contracts

CONTINUED

City of Newberry, Florida

25440 W. Newberry Road
Newberry, FL 32669

Contact: Dallas Lee, Chief Financial Officer | (352) 472-2161

Project Manager in Charge: Curtis McCallister, Manager of Technology Solutions

Licences/Certifications: MCSE, CAA

Various Team Positions:

- Jerry Pflueger, MCSA, Senior Technology Solutions Consultant
- Chris Meyers, Network Operations Manager
- Larry Neal, ITS Manager
- Daniel Sanders, Associate Technology Solutions Consultant
- Jeremiah Meyers and Josh Ellis, Technology Solutions Consultants
- Jeanette West, Technology Solutions Coordinator

James Moore has been the sole IT management provider for the City of Newberry for many years. We routinely attend staff and department meetings and work directly with the CFO to budget technology expenses. We also work with department heads and staff to implement new solutions from other providers all while ensuring the highest levels of security and protections through multi-layered strategy of firewall, virus scanners, and advanced network policies. We conduct a number of additional activities in execution of our agreement.

Contract Objectives/Accomplishments:

- Protect organization data
- Protect organization operations
- Improve organization's technological efficiency

Challenges Encountered, Resolutions:

- Challenges included outdated hardware and pre-existing maintenance practices that did not create a reliable environment.
- Resolved by implementing a strategic maintenance program, proactively identifying and fixing problems, identifying areas of improvement and implementing fixes that align industry best practices and the organizations business processes.

Contract dates: Approx. 1999 - present

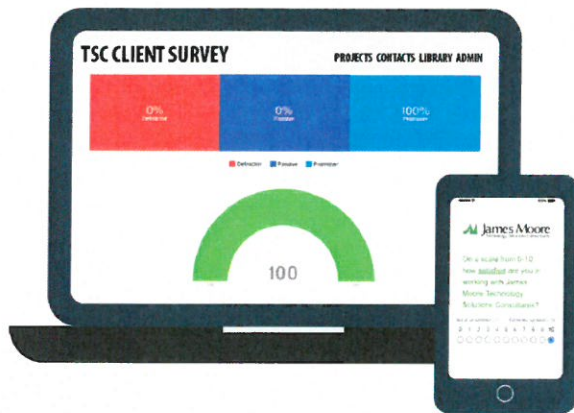
Why James Moore

WHAT MAKES US DIFFERENT?

These days there are plenty of IT companies, so what makes us stand apart? For starters, our team has earned an impressive array of industry certifications – more than most other IT firms of our size in our markets. We are a Microsoft Certified Gold Partner, an elite designation that gives us access to a wide range of resources to help your business

But the difference goes beyond exceptional technical expertise. It's about our people. We're not just technology professionals; we're friendly, well-adjusted technology professionals who love what we do and stay with the firm long term, so we can get to know you and fully meet your evolving needs. As a part of James Moore, we bring a business owner mindset that keeps us focused on value, along with a core commitment to providing you with outstanding service.

You'll see that in little things, like the way we always pick up the phone, build strong personal relationships and truly enjoy finding the answers that make your life easier. You'll also notice it in bigger things, like the extra time we spend on site making sure everything works just as you expect. Investing the resources up front to identify solutions that fit your needs perfectly means we get it right the first time. If you ever have a problem, we're right there to help – even during a hurricane (really!). And if we can't achieve the results you need on the spot, we work directly with hardware and software vendors who can.



DON'T JUST TAKE OUR WORD FOR IT!

While our expertise speaks for itself, it's our commitment to client service that sets us apart. But don't just take our word for it...

100% of our TSC clients are likely to recommend James Moore to their friends and colleagues.

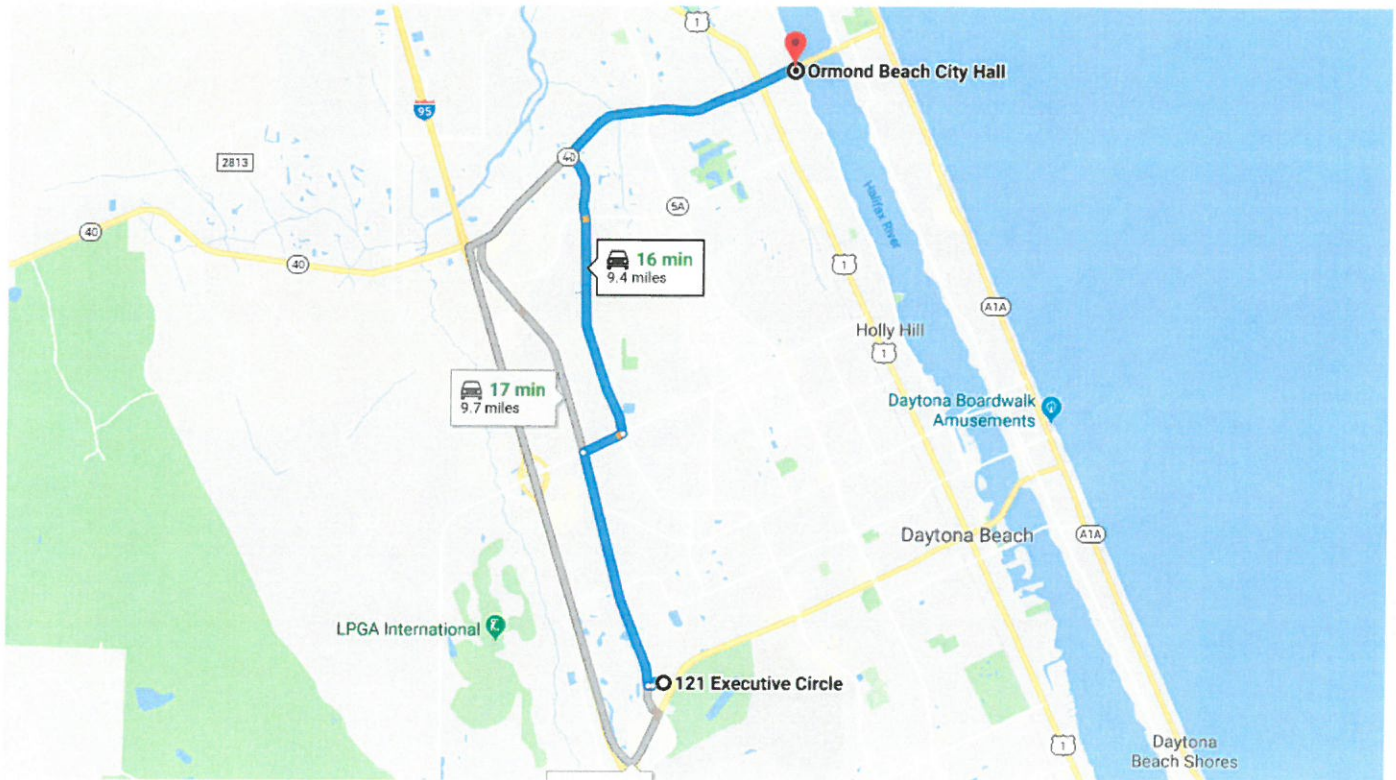
This is according to our Net Promoter Score (NPS) - a leading indicator of customer experience and business growth recognized around the world. A score of 100 is a pretty big number as it is; when it comes to a company's NPS, it's world class. And given the business services industry average of 41 and the technology software/hardware industry average of 38, we'd say our score puts us in pretty good (and rare!) company!

Additionally, in an independent study contracted by Microsoft, our clients consistently rated us above average – nearly 100% for all metrics, including satisfaction, quality, and competency – and indicated they would absolutely recommend our services to others.

Whether we're anticipating and preventing potential problems or offering you advice that benefits your business (rather than ours), you can count on us for the technology solutions that help your organization thrive. We like to think of it as a holistic approach to improving business through technology. You'll probably see it as a better way to solve IT.

GEOGRAPHIC PROXIMITY - LOCAL SERVICE AND SUPPORT

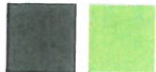
James Moore has two offices from which to serve the City of Ormond Beach. Our Daytona Beach office, located at 121 Executive Circle, Daytona Beach, FL 32114 is only 9 miles from City Hall. Additionally, our Gainesville office, located at 5931 NW 1st Place, Gainesville, FL 32607 is 107 miles from the City of Ormond Beach. Members of your proposed team are dispersed across two locations within close proximity of the City allowing us to better serve you in a timely manner.



Contract Rates

Providing a high level of value for the fees you pay is integral to our basic engagement philosophy. However, choosing an IT firm should always be made primarily on the basis of qualifications, capabilities, and commitment. We will spare no effort to find common ground for providing a high level of services at a reasonable cost.

DISCIPLINE	RATE PER HOUR DURING STANDARD SUPPORT HOURS	RATE PER HOUR OUTSIDE STANDARD SUPPORT HOURS
Systems Administration – Windows Servers, Active Directory, Group Policy	\$160	\$185
Systems Administration - Architecture, Planning, Implementation	\$160	\$185
Systems Administration - Troubleshoot, Continued Support	\$160	\$185
Network Architecture Security – Switches, Routers, Firewalls	\$160	\$185
Network Security - Architecture, Planning, Implementation	\$160	\$185
Network Security - Troubleshoot, Continued Support	\$160	\$185
Storage and Backups – SAN, Backup and Recovery	\$160	\$185
Storage and Backups - Architecture, Planning, Implementation	\$160	\$185
Storage and Backups - Troubleshoot, Continued Support	\$160	\$185
Virtualization Support - Servers and Clients	\$160	\$185
Virtualization Support - Architecture, Planning, Implementation	\$160	\$185
Virtualization Support - Troubleshoot, Continued Support	\$160	\$185
Application/Database Development and Support – Internal and WEB	n/a	n/a
Application/Database Dev. and Support - Architecture, Planning, Imp.	n/a	n/a
Application/Database Dev. and Support - Troubleshoot, Continued Support	n/a	n/a
Voice, Data and Wireless Network Support – WIFI and Converged	\$160	\$185
Voice, Data and Wireless Network Support - Architecture, Planning, Imp.	\$160	\$185
Voice, Data and Wireless Network Support - Troubleshoot, Continued Support	\$160	\$185
Desktop Support – Workstations, Printers	\$160	\$185
Desktop Support - Architecture, Planning, Implementation	\$160	\$185
Desktop Support - Troubleshoot, Continued Support	\$160	\$185
Desktop Support – Staffing short term (less than 4 weeks)	\$160	\$185
Desktop Support – Staffing long term (more than 4 weeks)	\$160	\$185
Optional: Provide price schedule of discount percentage from MSRP for Manufacturers or Product lines that are to be considered as part of the contract terms.	100% discount offered on provided software which included Anti-virus, backup (software), and Spam Filtering service	



Required Forms

PROPOSER ACKNOWLEDGMENT FORM



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: AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES

RFP NUMBER: 2019-28

RFP OPENING DATE & TIME: May 22 , 2019 @ 2:00 PM

RFP OPENING LOCATION: City Hall Upstairs Conference Room

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: James Moore & Co., P.L.

PROPOSER'S MAILING ADDRESS: 121 Executive Circle

CITY-STATE-ZIP: Daytona Beach, FL 32114

F.E.I.N.: 59-3204548

PHONE NUMBER: 1-888-387-6851 **FAX NUMBER:** 386-252-0209

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)

Curtis H. McCallister, Jr.

NAME (TYPED)

Manager of Technology Solutions

TITLE

May 22, 2019

DATED



Required Forms

RFP RESPONSE FORM

**City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)**

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:

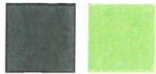
SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

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.



Required Forms

RFP RESPONSE FORM PG. 2

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: James Moore & Co., P.L.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN: 59-3204548

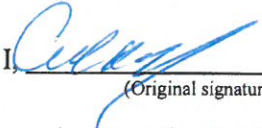
ADDRESS: 121 Executive Circle, Daytona Beach, FL 32114

PHONE NO.: 1-888-387-6851

EMAIL: Curtis.McCallister@JMCoIT.com

SUBMITTER'S NAME: Curtis H. McCallister, Jr.
(Typed or Printed in Ink)

TITLE: Manager of Technology Solutions

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.



Required Forms

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT; LITIGATION STATEMENT

**City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ [X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ [] 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.
-
- ☒ [X] 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.

James Moore & Co., P.L.

COMPANY NAME

AUTHORIZED SIGNATURE

Curtis H. McCallister, Jr.

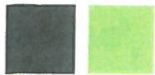
NAME (PRINT OR TYPE)

Manager of Technology Solutions

TITLE

May 22, 2019

DATE



Required Forms

DRUG-FREE WORKPLACE CERTIFICATION

City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

James Moore & Co., P.L.

Company Name

Authorized Signature

Curtis H. McCallister, Jr.

Print Name

Manager of Technology Solutions

Gold

Title

Microsoft
Partner



 **James Moore**
Technology Solutions Consultants

Proposal to the City of Ormond Beach, Florida

Page 30



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Stanley Steamer- Auto Renew		
Summary:	On November 5, 2018, the City Commission authorized an artifacts loan agreement to display the Stanley Steamer Rocket replica inside the Ormond Garage Brewery. The contract states the agreement shall be for two years beginning November 5, 2018, and may be renewed for one year periods unless the agreement is terminated in writing by either party. This is to notify the City Commission of staff's intent to allow the auto renewal of the Stanley Steamer display agreement for an additional year.		
Financial Impact:	There is no budget impact to this request.		
Citizen Impact:	The replica display will continue to allow residents and visitors the opportunity to view a piece of Ormond Beach racing heritage.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to renew the agreement for one additional year, unless otherwise directed.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Stanley Steamer Agreement 2. Stanley Steamer Replica Vehicle Inspection Worksheet		
Approval:	Kelly McGuire, Finance Director 7/24/2023 Claire Whitley, Assistant City Manager 7/28/2023 Joyce Shanahan, City Manager 8/9/2023		

ARTIFACTS LOAN AGREEMENT

THIS AGREEMENT is entered into by and between the City of Ormond Beach ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and William H. Jones, Jr. ("Jones"), 460 Walker Street, Holly Hill, FL 32117.

WITNESSETH:

WHEREAS, the City is the owner of a three-quarter scale 1906 Stanley Steamer Rocket replica-automobile, an artifact of historical importance, hereafter referred to as "Automobile," which is currently located in the City's fleet maintenance building; and

WHEREAS, the Automobile is a replica and is not operational; and

WHEREAS, Jones is the owner of the Ormond Garage ("Garage") located at 48 W. Granada Boulevard, Ormond Beach, FL 32174; and

WHEREAS, the foregoing artifact is of historical importance and the City desires to loan the Automobile to Jones for public display at the Garage; and

WHEREAS, the Leisure Services Advisory Board and the Ormond Beach Historical Society have both unanimously recommended loaning the Automobile to Jones for public display at the Garage; and

WHEREAS, the Automobile will be prominently displayed in the window facing Granada Boulevard in the northwest side of Garage and Jones will have a contractor build a lexan display case covering and protecting the Automobile; and

WHEREAS, Jones has agreed to pay all costs and expenses, including property and liability insurance, incurred and associated with the display and transportation of the Automobile to the Garage; and

NOW THEREFORE, for and in consideration of the mutual covenants, promises and conditions herein contained, it is expressly agreed and understood as follows:

1. **PURPOSE:** The foregoing recitals are true, form material conditions for entering into this Agreement, and are incorporated herein by reference and made part hereof.

2. **TERM:** The term of this Agreement shall be for a period of two (2) years. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless the Agreement is terminated by either party, as provided in paragraph (7) herein.

3. **PROPERTY:** The following artifact shall be on loan from the City to Jones for the duration of this Agreement:

One (1) three-quarter scale Stanley Steamer Rocket replica-automobile

4. **RISK OF LOSS:** Jones shall at its sole expense insure the Automobile for its replacement value of \$500,000.00 for its transportation and public display for the duration of this Agreement. Jones shall at its sole expense transport the Automobile from the City's fleet maintenance building (500 N. Orchard Street, Ormond Beach, FL) to the Garage. Jones shall utilize a professional antique shipper to transport the Automobile. The method of shipping and the shipping company are subject to pre-approval by the City Leisure Services Director. Jones shall at all times material hereto bear the risk of loss or damage to the Automobile. The promises and covenants contained in this Agreement shall survive the termination of the Agreement.

5. **DISPLAY AND MAINTENANCE:** Jones shall at its sole expense, maintain and display the Automobile in a manner that is commercially reasonable for public viewing at the Garage, and shall provide such security as reasonably required to ensure its safe maintenance and public display. Jones shall at its sole expense maintain the condition of the Automobile in the same condition in which it existed at the time of its initial delivery to Garage. Further, upon the

termination of this Agreement, Jones shall at its sole expense return the Automobile to City in the same condition that it existed at the time of initial delivery to Jones.

6. **CONSIDERATION:** Jones shall not be required to pay any monetary consideration to the City for the public display and use of the Automobile. Jones shall display a sign indicating that the Automobile is on loan from the City, which sign shall prominently incorporate the City's trademarked "Birthplace of Speed" logo. The parties further acknowledge that the covenants, promises and conditions herein contained constitute good and valuable consideration for entering into this Agreement.

7. **TERMINATION:** This Agreement may be terminated as follows:

FOR CAUSE:

The City may immediately terminate this Agreement for cause and promptly regain possession of the Automobile upon giving written notice of such termination, as a result of a material breach by Jones of any covenant, promise or condition herein contained that unduly jeopardized the safety, or adversely affects the value or condition of the Automobile in each instance.

The City may terminate this Agreement for cause upon giving thirty (30) days' prior written notice, as a result of a material breach by Jones of any covenant, promise, or condition herein contained, that does not unduly jeopardize the safety, or adversely affect the value or condition of the Automobile in each instance.

WITHOUT CAUSE:

Either party may terminate this Agreement for any reason and without penalty by providing at least ninety (90) days' prior written notice to the other party of their intent to terminate.

Upon the termination of this Agreement, Jones shall, at his sole expense, promptly return the Automobile to the City.

8. **NOTICES:** All notices required hereby shall be provided by certified mail, return receipt requested, to the parties at the following addresses, or at such other address as may be designated 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

William H. Jones, Jr.
460 Walker Street
Holly Hill, FL 32117

9. **WAIVER:** A waiver of any covenant, promise or condition herein by any party to this agreement shall not constitute a subsequent or continuing waiver of the same or any other covenant, promise or condition by the waiving party.

10. **SEVERABILITY:** In the event any part of this Agreement shall be declared to be null and void and of no effect by a court of competent jurisdiction, the remaining parts of this Agreement shall continue in force and effect.

11. **LAW APPLICABLE:** This Agreement shall be governed by the law of the State of Florida.

12. **VENUE:** Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court in and for Volusia County, Florida. Venue in any other jurisdiction, whether it be any other state or federal venue, is hereby expressly waived.

13. **SOVEREIGN IMMUNITY:** The City expressly retains all rights, privileges, benefits, and immunities of sovereign immunity. This provision shall be construed broadly in favor of the City.

14. **ATTORNEYS 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.

15. **EXECUTION OF AGREEMENT:** This Agreement shall be executed in duplicate originals, and each party shall be entitled to retain an original hereof.

16. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and complete agreement of the parties, and no amendment hereof shall be effective unless the same is reduced to writing and signed by all parties.

17. **EFFECTIVE DATE:** This Agreement shall become effective on the date it is last signed by the respective parties.

DATED this 5 day of November, 2018.

Witnesses:

CITY OF ORMOND BEACH

Wendy J. Nichols
Print name: Wendy J. Nichols

By: Bill Partington
BILL PARTINGTON
Mayor

Andrew Moss
Print name: Andrew Moss

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 29 day of OCT., 2018.

Witnesses:

Donor Burt
Print name: Donor Burt

John Mullen
Print name: John Mullen

WILLIAM H. JONES, JR.

William H. Jones, Jr.
William H. Jones, Jr.

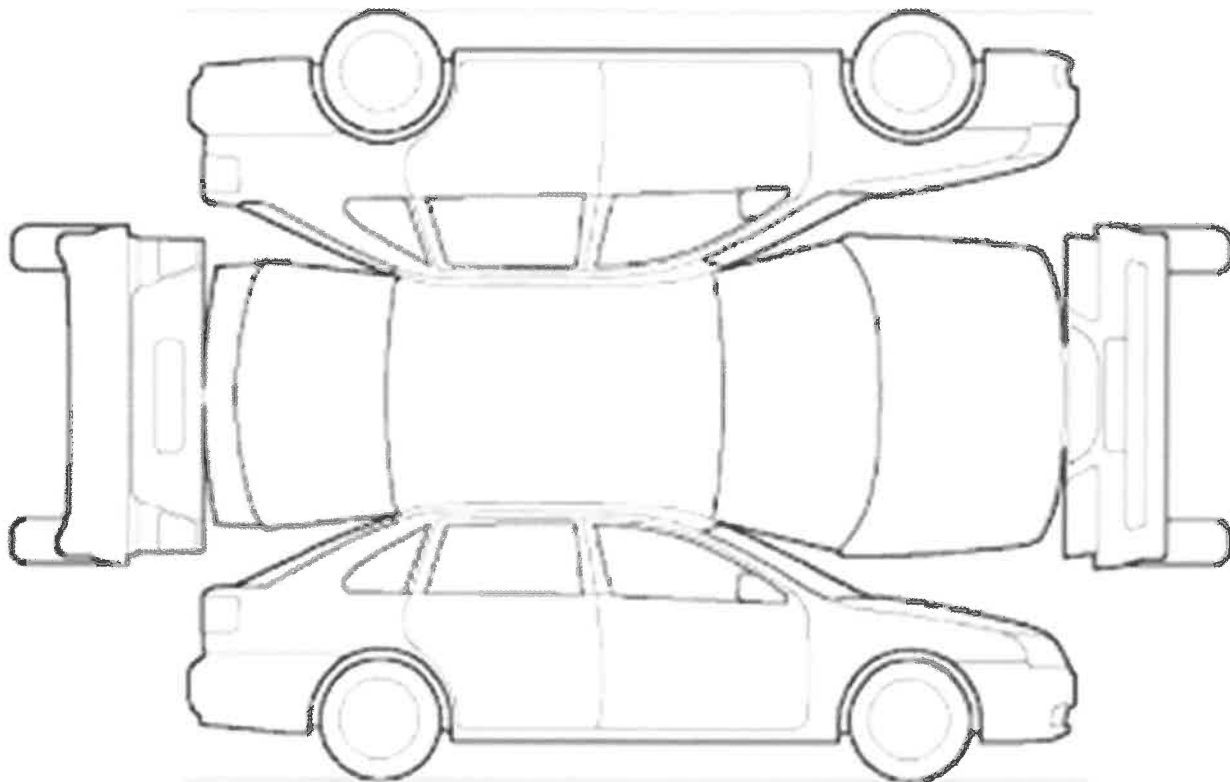
Attest: Stefan Sibley

Print: Stefan Sibley

Title: Assistant LS Director

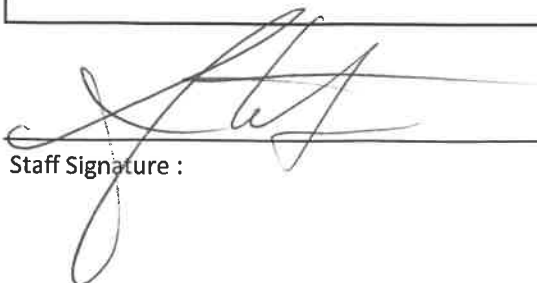
7/18/23

STANLEY STEAMER REPLICA VEHICLE INSPECTION WORKSHEET



In the lines below, document any noticeable damage, defects, and/or wear. If anything out of the ordinary is noticed, notify the Director of Leisure Services immediately.

Protection - Car is protected and away from public areas.
Clean - Car is clean and well maintained
Overall - Car is well kept and staff could find no issues.

Staff Signature : 

Date: 7/18/23



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	RFP 2024-02 Management and Operation of the Ormond Beach Tennis Center		
Summary:	This is a disposition item notifying the City Commission of staff's intent to issue a request for proposals (RFP) for management and operation of the Ormond Beach Tennis Center. For many years, the City of Ormond Beach has prepared a RFP for the management and operation of the Ormond Beach Tennis Center, and as a result the budgeted expenditures for the tennis center were reduced, leaving an annual estimated cost to the City of \$14,550 as the City's portion of janitorial, maintenance, water, sewer, and electricity for the MacDonald House building, as the building was not exclusively used by the Tennis Center. Since December 2020, the Ormond Beach Tennis Center has been under the management of Jan Buenner Tennis, LLC through a contractual agreement which expires in December of 2023. Staff has prepared RFP 2024-02 for the management and operation of the tennis center once the current agreement expires. If approved, the RFP will be advertised on August 20, 2023, with an opening date of September 21, 2023. The RFPs will be reviewed and a resolution will be brought to the City Commission shortly thereafter to award the successful proposal.		
Financial Impact:	The budget impact will be determined once a new contract is awarded.		
Citizen Impact:	Requesting proposals for the management and operation of the Ormond Beach Tennis Center ensures that the City of Ormond Beach is able to continue to offer high quality recreational tennis courts to our community.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to proceed with advertising the RFP for management and operation of the tennis center, unless otherwise directed.	
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279	
Attachments:	1. Tennis Center RFP	
Approval:	Kelly McGuire, Finance Director	7/26/2023
	Claire Whitley, Assistant City Manager	8/7/2023
	Joyce Shanahan, City Manager	8/9/2023



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: Management and Operation of the Ormond Beach Tennis Center

RFP NUMBER: 2024-02

RFP OPENING DATE & TIME: 9/21/23 at 2:00 PM

RFP OPENING LOCATION: Training Room (breezeway) Ormond Beach City Hall

PRE-SUBMITTAL MEETING:

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

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

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)677-0311**

CITYCLERK@ORMONDBEACH.ORG

Or

www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

**City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center**



I. INTRODUCTION

The Ormond Beach Tennis Center

The City of Ormond Beach is soliciting proposals from qualified tennis management firms or individuals for the management, promotion, operation, and maintenance of the Ormond Beach Tennis Center, located at 38 East Granada Boulevard, Ormond Beach, Florida. Ormond Beach is located on the Atlantic coast just north of Daytona Beach and approximately 65 miles northeast of Orlando, Florida.

The City of Ormond Beach desires proposals which will maximize the use of the Tennis Center while allowing continued use of the facility by existing groups. The City is interested in a tennis management contractor who can provide tennis instruction at all levels of participation, including private and group lessons, and junior programs.

The proposer shall demonstrate the ability to perform in this type of business and clearly articulate achievable plans for operation.

About The Ormond Beach Tennis Center:

The Ormond Beach Tennis Center is a public facility that lies adjacent to the MacDonald House, Historical Trust and The Casements (John D. Rockefeller's winter home). It is under the jurisdiction of the Leisure Services Department of the City of Ormond Beach, Florida.

II. DESCRIPTION OF TENNIS FACILITY

The Tennis Center contractor would be able to use 3 rooms within the City-owned MacDonald House as a pro shop, lounge area and office, along with shared public restrooms. There is a storage building behind the tennis courts to be used to store clay, court equipment, utility cart and other court-related supplies.

There is a large grassy area behind the tennis courts used for overflow parking for the Tennis Center, The Casements and at times special events.

There are eight, lighted clay tennis courts. Currently courts are designated for pay tennis use and reservations.

III. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of this Request for Proposals (RFP) is to award a contractual agreement to the qualified firm or individual(s) who will accomplish the following:

- Optimize visitor participation to the Ormond Beach Tennis Center by providing quality facilities, tennis instruction, friendly service, and quality merchandise, at reasonable prices, thus resulting in the highest quality service possible.
- Acquire, and maintain any furnishings and equipment necessary to create an attractive and inviting facility;

- Display awareness of the demographics and special needs of the community in providing services.
- Assume operation within thirty days of the agreement being awarded

IV. Proposal Process

Proposal Items:

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

1. Business Plan

The operator of the Ormond Beach Tennis Center will be required to provide top-quality tennis opportunities and instruction at all levels of participation, including private, group lessons, and junior programs and any other tennis related services such as tennis merchandise, sales, racquet stringing, ball machine rental, etc.

Therefore, keeping in mind the demographics of the Ormond Beach patrons as well as the goals and requirements of the Leisure Services Department as set forth in this RFP, proposers are encouraged to offer creative and innovative ideas to provide for a quality tennis operation.

Accordingly, a Contractor is to provide detailed responses to the following:

- Describe your proposed services and fees, including court fees, private and group lessons, clinics, youth programs, rentals, merchandise, etc.;
- Estimate the revenue to be received by the City;
- Any operational subsidy required by the City;
- Other incidental expenses to be assumed by contractor (i.e. plant rental, copier rental, telephones, bottled water, etc.)
- Include staffing/management considerations; at a minimum, how many staff members/instructors will be required;
- Describe your customer service philosophy;
- Indicate your plans to market and advertise the Tennis operation to increase and maintain your customer base;
- Provide a specific plan to maintain and monitor customer satisfaction;
- Provide a detailed schedule of maintenance of the premises and courts.

2. Qualifications and Experience

Proposer must include a response to each of the following items in their written proposal:

- Describe in detail your clay court maintenance experience;
- Describe your experience in and knowledge of the tennis professional industry;
- Provide a minimum of three (3) references to contact to verify past performance;

3. Operation

The Contractor is required to include in their proposal their anticipated operations over the entire term. Be sure to include, at minimum, projected revenue, operating expenses,

fixed expenses, and any capital improvement expenses. Project this information for each year.

4. Capital Improvements

The City of Ormond Beach shall provide Capital Improvements to the Ormond Beach Tennis Center as they relate to the established master plan, if funds are available. Any other capital improvements needed by the Contractor would need to be placed in a formal request for approval by the City of Ormond Beach. However, any improvements that would enhance the public's enjoyment of the facility will be considered. Any capital improvements approved shall become the property of the City.

If proposing capital improvements, the Contractor shall include in their proposals, a timeline which details the design and construction aspects of proposed improvements, specific equipment, products or vendors to be used, and operating alternatives for continuing service during construction, if feasible. Permits and necessary requirements must conform to local City and State codes and ordinances.

Award of the contract shall not be deemed as approval of the proposed improvements, and all laws, including, but not limited to, those requiring environmental review of projects, must be complied with before the successful proposer will be permitted to make any capital improvements to the Tennis Center.

5. Equipment and Furnishings

The Contractor shall provide all necessary equipment and furnishings related to successfully operate the Tennis Center.

6. Hours of Operation

For this RFP, you may propose a variation of operating hours, keeping in mind service to the public as a priority. Final hours of operation will be negotiated with the selected Contractor and incorporated into the Agreement.

7. Standard Conditions for the Operation of the Tennis Center

The selected Contractor must be willing to enter into a written Agreement with the City which incorporates all terms and conditions set forth in this RFP, as well as all applicable provisions in the Department's Standard Conditions. The Contractor shall review said document in its entirety, acknowledging the definitions, duties, and ongoing requirements of the Contractor, along with the limited responsibilities of the Department.

8. Term

The term of the Agreement will be three (3) years and may be renewed for up to an additional three (3) years, at the sole discretion of the City.

9. Fees and Services

Prices are at the Contractor's discretion subject to approval by the City of Ormond Beach. All fee structures purposed should include a fee for a resident and a fee for a non-resident of the City of Ormond Beach. Describe your proposed services and fees, including court fees, private and group lessons, clinics, youth programs, rentals, merchandise, etc.;

10. Utilities

The Contractor shall pay for all utilities or services (trash, electricity, water, sewer, phone, internet, cable, satellite TV, etc.). Telephone numbers shall be placed in the name of the facility and shall not be transferable to any other location.

11. Maintenance

The Contractor will be responsible for janitorial services and all routine maintenance of courts and equipment and other routine internal and external cleaning and maintenance. The City of Ormond Beach will retain ownership of the Ormond Beach Tennis Center, and will be responsible for major internal/external repairs to the office building including, electrical system, heating/air conditioning system, and lighting and irrigation.

The operator shall also include an itemized monthly cleaning schedule that may be monitored by City staff.

Operator shall ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all proposed services for this Tennis operation is available and in good working order, and shall ensure that at no time will service be adversely affected by inoperable, damaged, substandard, and/or defective equipment.

A copy of the current clay court maintenance schedule is attached for informational purposes as **Exhibit B**.

I. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 21, 2023.

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Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the

RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to: **Last Day for Questions is September 12, 2023 at 5:00 PM.**

Rob Hart
City of Ormond Beach
22 South Beach Street Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

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

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

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

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

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

Evaluation Process and Criteria

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

Evaluation Criteria:

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

Qualifications and experience of proposer applicable to the tennis industry.	20 points
Proven performance and quality of current comparable operations.	20 points
Vision for Tennis Operation, including business plan and marketing.	10 points
Capital Improvements, if any; in terms of appropriateness, reflection of entrepreneurship, monetary value.	10 points
Reasonable, viable financial return to the City in the form of proposed rental terms and capital investment.	20 points
Financial viability to operate all aspects of the Tennis Operation as proposed, as supported by the Contractor financial statements, and other financial information.	20 points

100 points is maximum obtainable score

Responsive proposals will be ranked in each of the criteria above and assigned a point value according to rank. The Department may engage outside experts to compose a review panel. Interviews may be scheduled as needed.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to immediately terminate the applicable contract with no liability.

**City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
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 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 WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach

**Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center**

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
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or 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

(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.

EXHIBIT B
ORMOND BEACH TENNIS CENTER
CLAY COURT YEARLY MAINTENANCE

All 8 courts must be resurfaced entirely once per year. This is necessary to maintain a good playing condition throughout the year. This is normally done starting in May since the GVTL season is completed and other tournaments are coming up in June.

*One or two courts are resurfaced at a time. The following procedure should be used.

1. Scrape all loose clay off a dry court, remove and take to a roll off.
2. Clean areas that are cracked or broken with a regular broom and remove material. Clean around the edges of the court with a broom. Pull any weeds and put down round-up.
3. Fill in these areas with new clay, smooth and water to set up clay.
4. Check all lines. Remove worn tapes, remove old nails from clay and clean the area where the tape had been.
5. Put new clay in depressed areas where there is more play. Smooth and water by hand held hose.
6. Remove nets, scrape and paint net posts with black Rustoleum. Replace nets if needed.
7. Put new clay over entire court. This is usually done in two applications. Smooth clay with a ladder and water using a hand held hose with sprayer to keep the remainder of the court dry. Courts 1,3,6 & 8 only need one application since the clay from courts 2,4,5 & 7 move that direction. This is around 440 bags of clay at 80 pounds each.
8. Once banks of courts, i.e. 1 & 2, have new clay, water with the court system for 30 minutes, let it soak in and water again.
9. Drag the courts the next morning, if they dry down enough, roll with the large roller, both ways north and south, east and west.
10. Install new lines, using precise measurements. Use chalk line, stretch the lines slightly with stretcher, and nail chalk line side first with 2 and a half-inch nails. Do this with all lines that need to be replaced on these two courts. Come back and fill in the other side of the line. Cut off excess from lines. Nail corners in last and make sure there is no tension on the corners.
11. Install nets, trash receptacles and score keepers on the net post.

12. Water courts again, let dry, drag and roll. Do this until you feel comfortable to put players on these courts that don't move around much.
13. Keep higher-level players off these courts as long as possible. Continue to water and roll even as you start the next bank of courts.



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Economic Development - Continue attracting and retaining high-wage jobs and the development of Ormond Crossings		
Department:	Economic Development		
Subject:	Florida Job Growth Grant Fund		
Summary:	This item is to notify of staff's intent to apply for a Public Infrastructure Grant Proposal through the Fiscal Year (FY) 2023-2024 Florida Job Growth Grant Fund from the Florida Department of Commerce. The Florida Job Growth Grant Fund is an economic development program designed to promote public infrastructure and workforce across the state. Proposals are reviewed by FloridaCommerce and chosen by the Governor to meet the demand for workforce or infrastructure needs in the community they are awarded. Staff intends to apply for a grant for the construction of Business Park Drive Phase II. The road will be extended west from the terminus of Tower Circle West and connect to Pineland Trail; it will create a secondary ingress/egress for the park, provide development opportunities for business expansion and improve connectivity.		
Financial Impact:	Project proposals are considered on a rolling basis. If approved, the City will enter into a contract with FloridaCommerce, where a funding timeline will be established. This is a shovel ready project and the City has funding available in the proposed FY 2023-2024 Capital Improvement Plan.		
Citizen Impact:	The grant request pertains to infrastructure improvements at the airport business park to improve the viability of key economic assets of the City and community.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to apply for a Public Infrastructure Grant Proposal through the Florida Job Growth Grant Fund program, unless otherwise directed.		

Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266	
Attachments:		
Approval:	Kelly McGuire, Finance Director	7/27/2023
	Claire Whitley, Assistant City Manager	8/6/2023
	Joyce Shanahan, City Manager	8/9/2023



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	City Hall Landscape Improvements		
Summary:	This provides public notice of the City's intent to advertise construction services related to City Hall Landscape Improvements project, Bid Number 2023-32. The City Hall area landscaping has been damaged by numerous hurricanes and natural maturation and has not undergone significant restoration since 2004. Proposed landscaping includes installation of ornamental palms, trees, shrubs, ground covers, removal, site restoration and minor irrigation work. 96% of the proposed plants to be installed are native or drought-tolerant (xeric) plants. An exhibit is attached which indicate which selected plants are native and which selected plants are xeric.		
Financial Impact:	Funding will be \$60,000 from the Community Redevelopment Area (CRA) Fund and \$67,000 from the City Tree Replacement Fund.		
Citizen Impact:	The planned landscape improvements will improve the outdoor appearance surrounding City Hall, centrally located in the City's historic downtown area, for residents and visitors to enjoy.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise the Landscape Renovations project for competitive bidding, unless otherwise directed.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	1. _2023_32_PROJECT_MANUAL 2. CITY HALL DRAWINGS_07-25-23 3. CITY HALL NATIVE AND XERIC		

Approval:	Kelly McGuire, Finance Director	7/26/2023
	Claire Whitley, Assistant City Manager	8/6/2023
	Joyce Shanahan, City Manager	8/10/2023

CITY HALL LANDSCAPE RENOVATIONS Bid No. 2023-32



City of Ormond Beach Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

CITY HALL LANDSCAPE RENOVATIONS
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 **City Hall Landscape Renovations, Bid No. 2023-32** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **September 20, 2023 at 2:00 p.m.**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: The work for this project will be at City Hall which is located at 22 South Beach Street in Ormond Beach, refer to site map for location. The landscape is generally described as installing ornamental palms, trees, shrubs, ground covers, removing trees/plant materials, soil as noted in the plans, site preparations, site restoration and irrigation work, see attached landscape plans for further details.

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 **September 7, 2023 at 3:00 p.m.**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **September 14, 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) 676-3297
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 102
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: **CITY HALL LANDSCAPE RENOVATIONS**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. **2023-32**

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.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

CITY HALL LANDSCAPE BID SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Remove & Dispose of trees/ Plant materials, soil as detailed on the Landscape Removal Plan; Item 1 also includes Site Preparations	1	LS	\$ _____	\$ _____
2.	Install Blue Lily of the Nile (18"ht.x 18"spr.; 3 gal.)	34	Ea.	\$ _____	\$ _____
3.	Install Annuals (4" pots w/osmocote)	65	Ea.	\$ _____	\$ _____
4.	Install Red Ruffle Azalea (15"ht.x 18"spr.; 3 gal.)	30	Ea.	\$ _____	\$ _____
5.	Install King Sago (36"ht.x 36" spr.; 7 gal.)	1	Ea.	\$ _____	\$ _____
6.	Install White African Iris (1 gal.)	48	Ea.	\$ _____	\$ _____
7.	Install Shore Juniper (1 gal.)	12	Ea.	\$ _____	\$ _____
8.	Install Super Blue Liriope (1 gal.)	40	Ea.	\$ _____	\$ _____
9.	Install Purple Giant Iris (36"ht.x 30"spr.; 3 gal.)	14	Ea.	\$ _____	\$ _____

BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

10. Install Orange Portulaca (1 gal.)	80	Ea.	\$ _____	\$ _____
11. Install Cone Podocarpus (4'ht.x 20" spr.; 10 gal.)	2	Ea.	\$ _____	\$ _____
12. Install Pringles Japanese Yew (20"ht.x 20" spr.; 3 gal.)	25	Ea.	\$ _____	\$ _____
13. Install Var. Pittosporum (20"ht.x 18" spr.; 3 gal.)	100	Ea.	\$ _____	\$ _____
14. Install Tricolor Asiatic Jasmine (1 gal.)	199	Ea.	\$ _____	\$ _____
15. Install Cardboard Plant (36"ht.x 36" spr.; 3 gal.)	1	Ea.	\$ _____	\$ _____
16. Install St. Augustine Sod	7,600 *	SF	\$ _____	\$ _____
17. Install Palmetto Sod	1,565 *	SF	\$ _____	\$ _____
18. Irrigation Allowance	1	N/A	\$ _____	\$ <u>10,000</u>

* Above square footages are an estimate and the contractor shall calculate their own square footages.

TOTAL BASE BID \$ _____
(Figures)

(Words)

BID ALTERNATE 1:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Install Cabbage Palms (10" Diameter min.; B&B w/Staking)	9	Ea.	\$ _____	\$ _____
2.	Install Nellie R Stevens (12'ht.x 3'spr.; 3.5" caliper; f.g w/Staking.)	4	Ea.	\$ _____	\$ _____
3.	Install Robin Holly (42"ht.x 2.5" spr.; 15 gal.)	2	Ea.	\$ _____	\$ _____
4.	Install Red Crape Myrtle (10'ht.x 4'spr.; 45 gal. w/Staking)	4	Ea.	\$ _____	\$ _____
5.	Install Bracken Brown Magnolia	1	Ea.	\$ _____	\$ _____

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BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

(10'ht.x 4.5'spr.; 3.5" caliper;
 100 gal. w/Staking)

- | | | | | |
|---|----|-----|----------|----------|
| 6. Install Live Oak | 7 | Ea. | \$ _____ | \$ _____ |
| (15'ht.x 7.5'spr.; 3.5" caliper;
100 gal. w/Staking) | | | | |
| 7. Install Spartan Juniper | 9 | Ea. | \$ _____ | \$ _____ |
| (7.5'ht.x 3' spr.; 30 gal.) | | | | |
| 8. Install Live Oak | 18 | Ea. | \$ _____ | \$ _____ |
| (19'ht.x 8'spr.; 6" caliper;
200 gal. w/Staking) | | | | |
| 9. Install Medjool Palms | 2 | Ea. | \$ _____ | \$ _____ |
| (16' c.t. w/4 Stakes per palms, white builders sand per detail and water backfill, Certificate of Variety Required) | | | | |
| 10. Remove Deadwood on | 2 | LS | \$ _____ | \$ _____ |
| Specimen Oak Trees (<u>Alternate 1</u> See Plan for Locations) | | | | |

TOTAL BID ALTERNATE 1 \$ _____
(Figures)

(Words)

BID ALTERNATE 2:

- | | | | |
|--|----|----------|----------|
| 1. Install Commercial Grade 252 * | LF | \$ _____ | \$ _____ |
| Aluminum Edging on (11) On Grade Planters (See Plan for Locations) | | | |

BID ALTERNATE 3:

- | | | | | |
|----------------------------------|-----|-----|----------|----------|
| 1. Install Aztec Grass | 419 | Ea. | \$ _____ | \$ _____ |
| (1 gal.) | | | | |
| 2. Install Blue Daze | 282 | Ea. | \$ _____ | \$ _____ |
| (1 gal.) | | | | |
| 3. Install Dwf. Yaupon Holly | 256 | Ea. | \$ _____ | \$ _____ |
| (18"ht.x 18" spr.; 3 gal.) | | | | |
| 4. Install Japanese Yew | 29 | Ea. | \$ _____ | \$ _____ |
| (36"ht.x 20"spr.; 7 gal.) | | | | |
| 5. Install Japanese Yew | 34 | Ea. | \$ _____ | \$ _____ |
| (54"ht.x 24"spr.; 15 gal.) | | | | |
| 6. Install White Indian Hawthorn | 422 | Ea. | \$ _____ | \$ _____ |

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BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

(18"ht.x 18" spr.; 3 gal.)

- | | | | | |
|----------------------------------|-------|-----|----------|----------|
| 7. Install Dwf. Var. Schefflera | 249 | Ea. | \$ _____ | \$ _____ |
| (18"ht.x 20"spr.; 3 gal.) | | | | |
| 8. Install Purple Society Garlic | 348 | Ea. | \$ _____ | \$ _____ |
| (1 gal.) | | | | |
| 9. Install Sandankwa Viburnum | 200 | Ea. | \$ _____ | \$ _____ |
| (24"ht.x 20" spr.; 3 gal.) | | | | |
| 10. Install Mulch | 169 * | CY | \$ _____ | \$ _____ |

TOTAL BID ALTERNATE 3 \$ _____

(Figures)

-
- (Words)
- BID ALTERNATE 4:**
- | | | | | |
|-----------------------|---|----|----------|----------|
| 1. Boot Cabbage Palms | 8 | LS | \$ _____ | \$ _____ |
| (Remove boots only) | | | | |

(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run, and completed within **120** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

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BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

- (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

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 ____.

BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

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.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
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.)
CITY HALL LANDSCAPE RENOVATIONS
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:

<u>Item</u>	<u>Supplier</u>
<u>Trees As Specified</u>	_____
<u>Plant Materials (1 gallon)</u>	_____
<u>Plant Materials (Other gallonage)</u>	_____
<u>Sod As Specified</u>	_____
<u>Mulch</u>	_____
<u>White Builders Sand</u>	_____
<u>Commercial Grade Alum. Edging</u>	_____
<u>Tree & Palm Staking</u>	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
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.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

Contractor References

Municipal Projects

Project Name / City and State	Contact Information
1. _____	_____
2. _____	_____
3. _____	_____

Projects Exceeding \$30K as Prime Contractor

Project Name / City and State	Contact Information
1. _____	_____
2. _____	_____
3. _____	_____

BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS (N/A)

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. Sheet piling/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
CITY HALL LANDSCAPE RENOVATIONS
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.)
CITY HALL LANDSCAPE RENOVATIONS
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.)
CITY HALL LANDSCAPE RENOVATIONS
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.)
CITY HALL LANDSCAPE RENOVATIONS
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.)
CITY HALL LANDSCAPE RENOVATIONS
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

00300-19

**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 **CITY HALL LANDSCAPE IMPROVEMENTS (Bid No. 2023-32)** 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:

The work consists of: The work for this project will be at City Hall which is located at 22 South Beach Street in Ormond Beach, refer to site map for location. The landscape is generally described as installing ornamental palms, trees, shrubs, ground covers, removing trees/plant materials, soil as noted in the plans, site preparations, site restoration and irrigation work, see attached landscape plans for further details.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CITY HALL LANDSCAPE IMPROVEMENTS
BID NUMBER 2023-32**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **90** 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 **120** 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 (\$300.00)** 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:

CITY HALL LANDSCAPE IMPROVEMENTS

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 5 sheets numbered 1 through 5 inclusive and bearing the following general title:

CITY HALL LANDSCAPE IMPROVEMENTS

7.9 Addenda numbers ___ to , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 19, 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:

**CITY HALL LANDSCAPE IMPROVEMENTS
Bid No. 2023-32**

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

(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

**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:

CITY HALL LANDSCAPE IMPROVEMENTS Bid No. 2023-32

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

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

(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: **CITY HALL LANDSCAPE IMPROVEMENTS, 2023-32.**

The work consists of: The work for this project will be at City Hall which is located at 22 South Beach Street in Ormond Beach, refer to site map for location. The landscape is generally described as installing ornamental palms, trees, shrubs, ground covers, removing trees/plant materials, soil as noted in the plans, site preparations, site restoration and irrigation work, see attached landscape plans for further details.

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:

N/A

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: N/A

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 FOR CITY HALL LANDSCAPE IMPROVEMENTS

Bid Item No. 1 Remove/Dispose of Plant Materials & Site Preparations

Payment for removal and dispose of trees/plant materials, soil including site preparations, shall be made at the Contract lump sum price and accepted and shall be full compensation for all labor and equipment necessary to do the work. Payment includes full compensation for removals/disposal and site preparations to prepare the surface to be planted.

Bid Item No. 2 - 15 Landscaping

Payment for landscape plantings (various sizes and types) will be made at the Contract unit price per each plant and tree in place and accepted and shall be full compensation for all labor, material and equipment necessary to provide the landscaping in accordance with the drawings and specifications. Payment includes full compensation for excavation for root balls, securing trees with braces, sand/mulch for Medjool palms (see detail), fine grading and preparing the surface to be planted, fertilizing, placing all trees and plants, watering, mulching and maintaining the planted areas shown on the drawings and as specified.

Bid Item No. 16 & 17 St. Augustine & Palmetto Sod

Payment for sodding will be made at the Contract unit price per square foot in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment includes full compensation for fine grading and preparing the surface to be sodded, fertilizing, placing sod, watering, and maintaining the planted areas shown on the drawings and as specified.

Bid Item No. 18 Irrigation Work

Payment for irrigation work (as needed) shall not exceed the ten thousand dollar limit as shown in the bid tab. Full compensation for irrigation system repair in accordance with the performance requirements specified and shall include all labor, material and equipment necessary to add to or repair the irrigation system complete in accordance with the drawings and specifications. Payment shall be full compensation for all work including design, trenching and installation of the irrigation heads/pipe and testing the system.

BID ALTERNATE 1

Bid Item No. 1 - 10 Landscaping

Payment for landscape plantings (various sizes and types) will be made at the Contract unit price per each plant and tree in place and accepted and shall be full compensation for all labor, material and equipment necessary to provide the landscaping in accordance with the drawings and specifications. Payment includes full compensation for excavation for root balls, securing trees with braces, sand/mulch for Medjool palms (see detail), fine grading and preparing the surface to be planted, fertilizing, placing all trees and plants, watering, mulching and maintaining the planted areas shown on the drawings and as specified. Also, includes the removal of deadwood from Oak trees as specified on the drawing.

BID ALTERNATE 2

Bid Alternate Item No. 1 Edging

Payment for installing commercial grade aluminum edging as shown will be made at the Contract lineal footage price in place and shall include all labor, materials, and equipment to complete the work, as shown on the plans. Payment shall be full compensation for installation of edging as shown on the drawings.

BID ALTERNATE 3

Bid Item No. 1 - 9 Landscaping

Payment for landscape plantings (various sizes and types) will be made at the Contract unit price per each plant and tree in place and accepted and shall be full compensation for all labor, material and equipment necessary to provide the landscaping in accordance with the drawings and specifications. Payment includes full compensation for excavation for root balls, securing trees with braces, sand/mulch for Medjool palms (see detail), fine grading and preparing the surface to be planted, fertilizing, placing all trees and plants, watering, mulching and maintaining the planted areas shown on the drawings and as specified.

Bid Item No. 10 Mulch

Payment for mulch will be made at the Contract unit price per cubic yard in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment includes full compensation for fine grading and preparing the planting beds to be mulched, as shown on the drawings and as specified.

BID ALTERNATE 4

Bid Item No. 1 Boot Existing Palms

Payment for removal and dispose of palm boot material shall be made at the Contract lump sum price and accepted and shall be full compensation for all labor and equipment necessary to do the work. Payment includes full compensation for removals/disposal and site preparations to prepare palms for booting.

END OF SECTION

01025-5

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be 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, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.
2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00). The survey shall be certified to the OWNER.

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The Contractor shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all codes, ordinances, regulations, and anti-pollution laws.

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.

Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

At the end of each week of paving, the Contractor shall perform cleaning of the work sites, to the satisfaction of the Owner, before proceeding to the next week's scheduled paving activities.

Prior to final completion, Contractor shall conduct an inspection of work areas, to verify that the entire work is clean.

END OF SECTION

01710-1

SECTION 02210 SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Uniformly grade areas within the limits of site grading under this section, including adjacent transition areas. Smooth finished within specified tolerances, compact with uniform levels or slope between points where elevations area shown, or between such points and existing grades.
- B. The degree of finish required for general site grading will be that ordinarily obtainable from either blade-grader or scraper operations.
- C. Fine grading of finished areas around structures shall be graded smooth and hand raked to meet the elevations and contours shown on the drawings. Lumber, earth, clods, rocks and other undesirable materials shall be removed from the site.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 DITCHES (Not Applicable)

- A. Finish ditches and swales to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

3.02 LAWN OR UNPAVED AREAS

- A. Finish areas to receive topsoil to within not more than 0.10 feet above or below the required sub-grade elevations, compacted as specified, and free from irregular surface changes.

3.03 WALKS

- A. Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00-feet above or 0.10-feet below the required sub-grade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.04 PROTECTION OF GRADED AREAS

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

END OF SECTION

SECTION 02441
LANDSCAPE IRRIGATION SYSTEM

PART I - GENERAL

1.01 SCOPE OF WORK:

- A. Installation of a fully automatic irrigation system providing for 100% coverage, in accordance with the plans and specifications provided.
- B. These specifications and drawings will govern all of the work, expressed or implied, necessary to install the irrigation system.
- C. Completion of work will mean full and exact compliance and conformity with all the provisions expressed or implied by drawings and specifications.

1.02 CONTRACTOR RESPONSIBILITIES:

- A. Provide all equipment, materials and labor necessary for completion of work.
- B. Obtain all necessary permits, licenses and/or fees necessary for completion of the work.
- C. Provide safe storage for all equipment and materials.
- D. Comply with all applicable codes.
- E. Coordinate all work around underground utilities with Landscape Architect and/or General Contractor to avoid conflict with other portions of the work on this project.
- F. Repair, at no cost to the Owner, any damage occurring to the area by his work or his employees.
- G. Carry all necessary insurance to protect the owner from any and all liability claims arising from Contractor's portion of the job.
- H. Make all necessary final adjustments to fine tune system to provide 100% coverage and protect new or existing structures.

1.03 SUBMITTALS:

- A. All submittals are to be made in writing per Section 01300.

PART II- PRODUCTS

2.01 MATERIALS:

- A. All products are to be those expressed or implied on the Drawings. All materials shall be “new” and “unused”.
- B. All products must conform to their respective codes and regulations.
- C. All products are to be installed and utilized in accordance with manufacturers recommendations, Florida Irrigation Society Standards, and general irrigation installation standards.

PART III - EXECUTION

3.01 PREPARATION:

- A. The Contractor must examine the area and conditions under which the landscape irrigation system is to be installed and notify the Landscape Architect in writing of conditions detrimental to the proper and timely completion of the work. The Landscape Architect will notify, in writing, the Contractor as to the proper procedure or action to be taken to remedy the problem.
- B. All sprinkler head locations will be staked by the irrigation contractor prior to installation. Should any location adjustments be required, the Landscape Architect shall be consulted for approval.
- C. Trenches for pipes will be excavated of sufficient depth and width to permit proper handling and installation of pipe and fittings. Trenches will be trimmed to a uniform bed, free from rocks, clods or other sharp edged objects. A radius of four inches from the pipe shall be clean soil or sand free from rocks, large stones or other unsuitable material. All pipes will be firmly supported by compacted soil or sand.

3.02 INSTALLATION/APPLICATION/PERFORMANCE:

- A. All main lines will be buried to a depth as to have a minimum cover of twenty- four (24”). All other piping will have a minimum cover of twelve inches (12”) except as noted on the drawings.
- B. Where practical, pipe will be assembled and/or welded on the surface and when lowered into trench will be snaked from side to side of trench bottom to allow for expansion and contraction.
- C. PVC Pipe & Fittings:
 - 1. Solvent weld pipe and fittings will be assembled using solvents and methods as recommended by the manufacturer and meeting ASAE 5376. 1 Standards.

2. Gasketed pipe (applicable with main lines only if used): Pipe will be assembled by using approved lubricants and fittings. Pipe shall be seated completely into fittings prior to laying into trenches.
 3. Threaded Pipe will be assembled with Teflon tape on all threaded surfaces. Joints will be made to hand tight then tightened 1/2 turn more with strap type wrench. No pipe dope will be allowed on PVC products.
 4. Polyurethane pipe, for swing joints, will have a sufficient wall thickness to insure non-bursting at two times the operating pressure (80 psi minimum). Compatible, barbed or threaded type fitting will be used in conjunction with this pipe.
 5. All fittings will be thoroughly cleaned of dirt, dust and moisture before applying solvents, tapes, or lubricants.
- D. Pipe openings will be plugged during construction to prevent entrance of foreign materials.
 - E. All connections between PVC pipe and metal valves or steel pipe shall be made with threaded type fittings using PVC male adapters with Teflon tape applied to the male threads. Make-up with light wrench pressure. (Steel pipe will not be threaded into plastic fittings.)
 - F. All pipe or wiring under paving will be placed in separate Schedule 40 PVC sleeves and conduit respectively for the full pavement covered length. Burial depth of sleeves will be the same as that required for the pipes or wires contained therein. Reference plans for location.
 - G. Pipe and valve location may be adjusted to facilitate construction and minimize cost inasmuch that design intent of computation criteria is not affected. All adjustments will be coordinated with the Landscape Architect prior to implementation and will be recorded on the "Record Drawings" submitted to the Landscape Architect.
 - H. All wiring from the irrigation controller to the remote control valves in the field will be furnished and installed by the irrigation contractor in the same trench as the main line. All splices will be made using Rain Bird Pen-Tite Connectors, in valve boxes only. All control wires will be a minimum of a UF-14/IUL direct burial copper wire. All common wire will be a minimum of a UF-12/IUL direct burial copper wire (Accept as noted on drawings). Tape control wire every 10 feet.
 - I. All heads will be set at locations specified on drawings to ensure adequate and even coverage.
 1. All heads in shrubbery areas will be placed on risers of sufficient height to realize full range and coverage patterns. Refer to landscape drawings for plant material type and size used in irrigated areas.
 2. Adjust radius and arc of all heads to realize maximum pattern effectiveness with minimum wastage of water on non-irrigated areas.

3. All sprinklers installed in the vicinity of the structures will be adjusted to prevent water from hitting these elements. All sprinklers will also be adjusted to minimize over-spray onto paved surfaces.
4. All heads on risers of 12" or more will be rigidly secured in a plumb position using a minimum 30" angle iron stake and two stainless steel clamps. All risers will be painted "Green" (except as noted on plan).
- J. All sprinkler heads around structures will be installed nine inches (9") from them. All sprinkler heads next to paving or sidewalks will be installed six inches (6") from such paving or sidewalks.
- K. The landscape irrigation controller(s) will be located in the general area as shown on plans. Contractor must notify Landscape Architect prior to installation of controller for approval to proceed with said installation. A type written legend enclosed in transparent protector will be securely attached inside controller door stating the location of areas covered by each remote control valve and the time each valve is to operate.
- L. All trenches that are opened during any particular working day will be closed and backfilled the same day or will be adequately barricaded and marked to insure protection and safety. Backfill shall be thoroughly compacted and evened off with adjacent soil level. The irrigation contractor shall do all necessary excavations, backfilling and compaction required for complete installation of the system. Compaction shall be made to the correct density of the material. Finish grade shall be re-established by the Contractor to the satisfaction of the Landscape Architect where any pre-excavations are made. This also applies to sod which may be cut by the Contractor.

3.03 CLEANUP:

- A. When installation in an area has been completed, area will be thoroughly cleaned up. Debris, rubbish and waste materials will be cleaned up and removed from property.

3.04 TESTS:

- A. Pressure: After all joints have been made and set at least 24 hours, flush out lines and hydrostatically test irrigation main at a pressure two times the operating pressure (80 psi minimum) in the presence of the Landscape Architect. Pressure will be maintained on pipe for not less than one hour with a minimum of 2 psi drop. Should any leaks be found, the main will be repaired and the line retested until satisfactory. All lateral lines downstream from the remote control valves will be visually inspected for leaks. Should any be found, they will be repaired. The line shall then be retested until satisfactory (Pressure tank must be isolated from main line during this test).
- B. Coverage: When the sprinkler system is completed the contractor, in the presence of the Landscape Architect, will perform a coverage test to determine if the covering of plant areas is complete and adequate.

3.05 MAINTENANCE BEFORE ACCEPTANCE:

- A. Provide maintenance for the entire system until final acceptance. Maintenance responsibility will include full operation and maintenance of the irrigation system at no additional expense to the Owner. The contractor shall protect the irrigation system from damage until final acceptance, and will replace damaged items at their expense.
- B. Provide sufficient full time personnel who are fully trained in irrigation operation and maintenance procedures.
- C. Operation and maintenance shall include but not be limited to the following:
 - 1. Cleaning all equipment, valves, spray heads and pipe.
 - 2. Make repairs necessary for proper operation and functioning of the system.
 - 3. Maintain all spray heads to assure proper emission of designed water quantities.
 - 4. Replace all broken or malfunctioning equipment with new equipment.
 - 5. Train the Owner's maintenance personnel in complete operation and proper maintenance procedures for all equipment.

3.06 FIELD QUALITY CONTROL:

- A. Substantial Completion:
 - 1. Refer to Project Closeout Section 01700 of these specifications.
 - 2. At the time of inspection, the irrigation contractor will demonstrate the entire system to the Landscape Architect proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius and arc of coverage, that the system is workable, clean and efficient. This will be a requirement for acceptance of the work.
 - 3. If, during the substantial completion inspection, it is determined that further work needs to be done to meet the conditions of these specifications, said work will be performed as soon as possible. If this results in the rescheduling of this inspection the Contractor will again be responsible for the rescheduling of the inspection with the Landscape Architect.

END OF SECTION

SECTION 02800

LANDSCAPE PLANTING

PART I - GENERAL

1.01 SCOPE OF WORK:

Provide all labor, materials, equipment and incidentals required to prepare planting beds and install landscape planting in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE:

The requirements of this section apply to landscape work specified in the following sections:

- A. Section 02441 - Landscape Irrigation System
- B. Section 02822 - Sodding

1.03 GENERAL REQUIREMENTS:

- A. Finish Grade: The Earthwork Contractor will grade the site to a finished grade for planting areas and lawns to ± 0.1 of foot. The Landscape Contractor will do the fine grading and amend the soil as required by the specifications.
- B. Furnish manufacturer's certificate of compliance as specified and required.
- C. General: Comply with applicable Federal, State, County and local codes, ordinances and regulations governing landscape materials and work.
- D. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability of water location of irrigation equipment and plant materials.
- E. All planting shall be performed by personnel familiar with planting procedures and under the supervision of a qualified planting foreman.
- F. Prior to the preparation of planting areas and plant pits, ascertain the location of all electrical cables, all conduits, all utility lines, oil tanks and supply lines, so that proper precautions may be taken not to disturb or damage any sub-surface improvements. Properly maintain and protect existing utilities.

- G. Prior to placing planting mix and backfill, or commencing with planting of trees of shrubs, rototill any or all areas that have been mechanically compacted 90% to 95% for architectural construction purposes.
- H. Contractor shall be responsible for testing existing soil conditions for proper ph and nutrient levels appropriate for plant material specified. Soil amendments necessary to correct soil deficiencies shall be the Contractor's responsibility. Submit test results and amendment schedule to Landscape Architect for approval prior to implementation.

1.04 APPLICABLE DOCUMENTS:

- A. Plants:
 - 1. Nomenclature: Shall conform to the names given in 'Standardized Plant Names', 1942 Editions, prepared by the American Joint Committee on Horticultural Nomenclature or by the Bureau of Plant Industry, State of Florida.
 - 2. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.
 - 3. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon authorization of the Landscape Architect.

1.05 QUALITY CONTROL:

- A. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, plant diseases and injuries.
- B. Trees shall be heavily branched or in palms, heavily leafed.
- C. Plant material shall be graded Florida No. 1 or better as outline under Grades and Standards for Nursery Plants, State Plant Board of Florida.
- D. The Landscape Architect shall have the right, at any stage of the operations, to reject any and all work and materials, which, in his opinion, do not meet with the requirements of these specifications.
- E. All plant material to be nursery grown. No B&B shall be allowed except for palms.

1.06 CERTIFICATE OF INSPECTION:

- A. All shipments or orders of plant material shall be properly inspected at or at the growing site by the authorized State Agencies.

- B. All required inspection certificates shall accompany the invoices. Required transportation documents are to be submitted with invoices as back-up.

1.07 MEASUREMENTS:

- A. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape drawings. Not extreme tip to tip, but main body of plant.
- B. Substantial deviations from these measurements must be approved by the Landscape Architect.
- C. The caliper of tree trunks is to be taken four foot above the ground level (DBH).

1.08 PRECONSTRUCTION CONFERENCE:

- A. Provide a work phase schedule for approval to the Landscape Architect prior to commencement of work.

1.09 SHIPMENT AND DELIVERY:

- A. Contractor shall notify the Landscape Architect in advance when plant material will be delivered.
- B. Plant materials shall be protected from weather, adequately packed to prevent breakage and drying out during transit.
- C. The Landscape Architect may inspect and select plant materials before plants are dug at nursery or growing site.
- D. Legible tags will be attached to at least one plant of each species. Packages, boxes or bunches of plants will be identified with a similar tag attached. Plants which do not meet specifications for quality herein stated or plants that show improper handling or arrive on site in an unsatisfactory condition will be rejected. Rejected plants shall immediately be removed, disposed of and approved nursery stock of like variety, size and age shall be replaced without additional cost to Owner.
- E. Final acceptance of plant material will be given only after material is planted and after meeting requirements prescribed below.

PART II - PRODUCTS

2.01 TOPSOIL:

- A. Topsoil material shall be free from hard clods, stiff clay, hard pan, stones larger than one inch (1 ") in diameter, noxious weeds and plants, sods, partially disintegrated debris, insects or any other undesirable material. In addition, topsoil shall not contain toxic substances harmful to plant growth.

- B. Topsoil installed on grade shall attempt to match existing soil texture except for situations where a clay subsoil exists.

2.02 PLANTING MIX AND BACKFILL: (N/A)

- A. All planting shall be backfilled with a mixture of:
 - a. peat and canadian peat
 - b. crushed pine bark
 - c. clean sand
 - d. aerolite & nitrogen
- B. All planting areas shall be stripped of all grass, weeds, trash, soil, etc. Ground cover beds shall be spread with soil mix and rototilled (or hand tilled) to a depth of six inches (6”).

2.03 PLANT MATERIAL:

- A. Words “Plant Materials” or “Plants” refer to and include trees, shrubs, ground cover, grass or herbaceous materials.
- B. Plant species shall conform to those indicated on the drawings in the specifications.
- C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests, or their eggs and shall have healthy normal root systems. Plants shall be nursery grown stock in containers or freshly dug; balled or burlapped plants; tree trunks straight with no fresh cuts or scrapes; scars with required clear trunk.
- D. Plants shall not be pruned prior to delivery except as approved by the Landscape Architect.
- E. Collected plants shall not be used unless called for in the specifications or approved in writing by the Landscape Architect.

2.04 QUANTITIES:

- A. In the event of a variation between the Plant List and the actual number of plants shown on the plans, the plans shall control.

2.05 FERTILIZER FOR PLANTINGS:

- A. All trees and shrubs shall be fertilized with Agriform 20-10-5 Tablets at time of planting. Trees shall receive six tablets and shrubs shall receive three tablets evenly spaced around the root ball. Tablets shall be placed at the mid-depth point of the plant pit.
- B. Fertilizer shall be evenly applied to all newly planted areas at the rate of 1-1/2 pounds of actual nitrogen, 1-1/2 pounds of actual phosphorus and 1-1/2 pounds of

actual potash per one thousand square feet.

- C. The fertilizer mixture shall contain minor elements suitable for the plants or trees being used.
- D. The source of the nutrients shall be suitable for the various specific type of plants being used (acid or alkaline).

2.06 MULCH:

- A. Shall consist of 3-inch layer of shredded hardwoods Mulch, Grade A.
 - a. Mulch shall consist of 3" thick materials shredded supplied by Action Nursery Products, Inc., Ft. Myers, Florida (813) 267-8484 or other approved equal.

2.07 ANTI-DESICCANTS:

- A. For retarding excessive loss of plant moisture and inhibiting wilt shall be spray able, water insoluble vinyl-vinylidene complex which will produce a moisture retarding barrier not removable by rain. Wilt-proof Formula NCF as manufactured by Nursery Specialty Products, Greenwich, CT or approved equal.

PART III - EXECUTION

3.01 GENERAL:

- A. Except as otherwise specified, the Contractor's work shall conform to accepted horticultural practices as used in the trade.
- B. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted. Plants shall not remain unprotected for a period exceeding 24 hours. At all times workmanlike methods customary in good horticultural practice shall be exercised.
- C. Irrigation system to be fully functional before planting each area.

3.02 DIGGING OF PITS:

- A. The existence and location of underground utilities if shown on the drawings are not guaranteed and shall be investigated and verified in the field before starting work. Excavation in the vicinity of existing structures and utilities shall be carefully performed.
- B. Should overhead or underground obstructions be encountered which interfere with

plantings, alternate locations will be selected by the Landscape Architect.

- C. Before digging of holes or beds, the location and arrangement of the planting shall be staked and approved by Landscape Architect or as shown on the drawings. Shrubs shall be straight and evenly spaced. Ground covers shall be stagger spaced.

3.03 TREE INSTALLATION:

- A. All tree pits shall be excavated to size and depth in accordance with the USA Standard for Nursery Stock 260.1, unless shown otherwise on the drawings, and backfilled with the prepared Planting Soil as specified hereinbefore. Test all tree pits with water before planting to assure proper drainage percolation is available. No allowance will be made for lost plants due to improper drainage.
- B. Trees shall be set plumb and held in position until the planting mixture has been flushed into place with a slow full hose stream

3.04 ALL PLANT MATERIALS:

- A. Plants shall be set on prepared planting soil backfilled and brought to a height permitting planting at the same depth the plants grew in the nursery. Upright plants shall be kept in a vertical position. All plants shall be handled by earth ball only. Handling by the plant itself will be cause for rejection of plants.
- B. Circular pits with vertical sides shall be excavated for all plants except for bare-root groundcovers. Diameter of pits for trees shall be at least nine inches (9") larger on every side than the rootball of the tree. The tree pit shall be deep enough to allow 1/8 of the rootball to be above the existing grade. Trees shall rest on undisturbed existing soil or well-compacted backfill. Diameter of pits for shrubs shall be at least one foot (1') greater than the rootball and deep enough to allow 1/8 of the rootball to set above existing grade.
- C. After placing the plant in the pit, the planting soil specified hereinbefore shall be watered and firmly tamped in insure backfill mixture in and about all the roots. All tamping shall be such that no plants will settle lower than the depth above specified.
- D. After filling half way on the earth ball, the burlap shall be loosened and laid back off the top of the ball, or if too bulky, cut away and removed after which the balance of the pit shall be backfilled and tamped.
- E. Plants in containers shall be carefully removed from the pots, cans, boxes or other containers in a manner not to break away from the roots the ball of soil formed by the containers. They shall be set in the plant pit with the planting mixture carefully washed around and under the base of each to fill voids.
- F. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. The Contractor shall provide the means where water lines are not available.

- G. Mulch shall be placed between and around all newly planted trees and shrubs as shown on drawings and as specified below. For individual plants, the mulch shall be spread to cover the saucer area and maintained until acceptance. When in place, the mulch is to be watered thoroughly.
- H. Pruning shall be done at the time of planting and with due regard to the natural form and growth characteristics of each species. All cuts over 1/2 inch diameter shall be painted with approved tree wound dressing. Method and amount of pruning shall be determined by the Landscape Architect. Trees with pruned terminal leaders will not be accepted.
- I. During the course of planting, excess and waste materials shall be removed daily. All reasonable precautions shall be taken to avoid damage to all structures and plants. When planting in an area that has been completed, the area shall be thoroughly cleaned of all waste materials.

3.05 MULCHING:

- A. Plants shall be mulched with a layer of 3" inches of mulch, entirely covering the area around each plant or the entire surface of each planting bed.
- B. Mulching will be accomplished only after the planting beds are weed free and level.

3.06 GUYING AND STAKING:

- A. Guy and stake plants and all trees as shown on the plan to assure upright form as directed.
- B. Prevent plants from falling or being blown over, re-straighten and replant all plants which lean or fall, and replace all plants which are damaged due to lack of guying and staking.
- C. If un-guyed plants are blown over by high winds, it shall not be cause for additional expense to the Owner. Damaged plants shall be replaced at no additional cost to the Owner.

3.07 MAINTENANCE PRIOR TO FINAL INSPECTION:

- A. Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening and repairing of guys, replacement of sick or dead plants, resetting plants, resetting plants to proper grades or upright position and restoration of the planting saucer and all other care needed for proper growth of the plants. If planting is done alter lawn preparation, proper protection of lawn areas shall be provided and any damage resulting from planting operations repaired promptly.

- B. Damage resulting from erosion, gulleys, washouts or other causes shall be repaired by filling with topsoil, tamping re-fertilizing and slope stabilizing by the Contractor.

3.08 MAINTENANCE BEFORE ACCEPTANCE:

- A. Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures. Planting shall be maintained by watering, removal of dead branches, resetting plants to proper grades or upright positions and any other operation necessary to complete maintenance.

3.09 GUARANTEE AND REPLACEMENT:

- A. All work shall be guaranteed for a period of one year after the date of final acceptance by the Owner. All plant material shall be alive and in satisfactory growth at the end of the guarantee period.
- B. The Landscape Contractor shall notify the Landscape Architect in writing, ten (10) days prior to expiration of guarantee periods and said guarantee period shall be continued until such written notification is received.
- C. At the end of the guarantee period, inspection will be made by the Landscape Architect. All plants that are dead or not in satisfactory growth, as determined by the Landscape Architect shall be removed from the site and shall be immediately replaced.
- D. All replacements shall be plants of the same kind and size as specified in the Plant List. They shall be furnished and planted as specified with no additional cost to the Owner.

END OF SECTION

SECTION 02822
SODDING

PART I - GENERAL

1.01 SCOPE OF WORK:

- A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE:

- A. Section 02441 - Landscape Irrigation System
- B. Section 02800 - Landscape Planting

1.03 SUBMITTALS:

- A. Submit representative sod samples for approval by Landscape Architect.
- B. Submit certifications for sod supplier.

1.04 QUALITY ASSURANCE:

- A. Sod shall be grown by a certified Florida State Plant Board approved SOD FARM.

PART II - PRODUCTS

2.01 SOD:

- A. Sod shall be St. Augustine ‘Floritam’ & ‘Palmetto’, with compacted growth and good root development. Provide for areas as shown on plans.
- B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
- C. Before being cut and lifted the sod shall have been mowed (3) times with final mowing not more than a week before cutting into uniform dimensions.

2.02 SOIL CONDITIONERS:

A. Fertilizer:

1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.03(I) of Section 02800 -Landscaping Planting and approved by the Landscape Architect. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.
3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturers certificate of compliance covering analysis shall be furnished to the Landscape Architect. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

- B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART III - EXECUTION

3.01 LAWN BED PREPARATION:

- A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved.
- B. The soil shall then be thoroughly tilled to a minimum 8 inch depth.
- C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6 inches.
- D. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to

finish grade, less the thickness of sod, free of water retaining depressions, the soil friable and of uniformly firm texture.

3.02 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture. No sod shall remain stacked for periods longer than five days of original field preparation. Any sod left stacked for longer than five days shall be rejected, removed from site and replaced by the Contractor at no additional expense to the Owner.
- B. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes the sod panels shall be staggered to prevent water channelization, with the short dimension of the sod laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- C. Bring the sod edge in a neat, clean manner even with the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Landscape Architect.

3.03 MAINTENANCE:

- A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and resodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.
- B. Sufficient watering shall be done by the Contractor until final acceptance to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by Landscape Architect.
- C. Mow sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Mowing shall be the Contractor's responsibility until final acceptance is given. All mowing shall be done in accordance with standard horticulture practices.
- D. Do not permit new lawn areas to grow in excess of 4" high for bahia and 4" high for St. Augustine during maintenance period.

- E. After an established stand of grass has been accepted by the Owner or his representative, the Owner assumes all responsibility for maintenance; however, it is the contractor's responsibility to instruct the Owner in proper maintenance procedures.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR OPERATIONS

- A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod bed preparations, fertilizing and resodding, in accordance with these specifications.

3.05 ACCEPTANCE:

- A. For the purpose of establishing an "Acceptance" standard, the following criteria is to be used:
- B. Sod shall be healthy, well-rooted, even colored, viable, free of weeds, open joints and bare spots.

3.06 GUARANTEE AND REPLACEMENT:

- A. All sod shall be guaranteed for a period of three (3) months after the date of acceptance by the Owner. All sod areas shall be full, without bare spots, healthy, and even colored.

END OF SECTION

Location Map



City Hall Landscape Renovations, Bid No. 2023-32



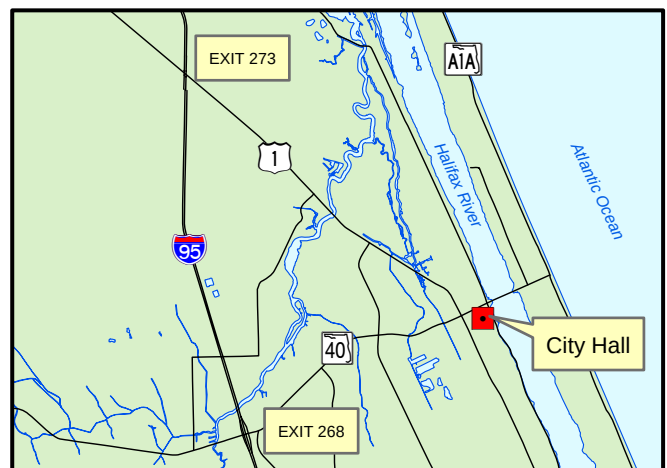
Driving Instructions

From I-95 Northbound:

- Get off at Exit #268 and turn right on SR 40 (W Granada Blvd).
- Continue east on SR 40 approx. 4.3 miles to Lewis St.
- Turn right on Lewis St. to Corbin Ave. (short block).
- Turn left on Corbin Ave.
- City Hall parking lot is on your immediate right.

From I-95 Southbound:

- Get off at Exit #273 and turn left on US Hwy 1.
- Continue south on US Hwy 1 approx. 5.7 miles to W. Granada Blvd.
- Turn left on W. Granada Blvd. for 0.3 miles to Lewis St.
- Turn right on Lewis St. to Corbin Ave. (short block).
- Turn left on Corbin Ave.
- City Hall parking lot is on your immediate right.



EXISTING TREE LEGEND:

• DENOTES TREES TO REMAIN
 CP = CABBAGE PALM
 LI = CRAPE MYRTLE
 QAK = OAK TREES
 MAGNOLIA = MAGNOLIA

REMOVAL LEGEND:

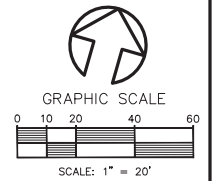
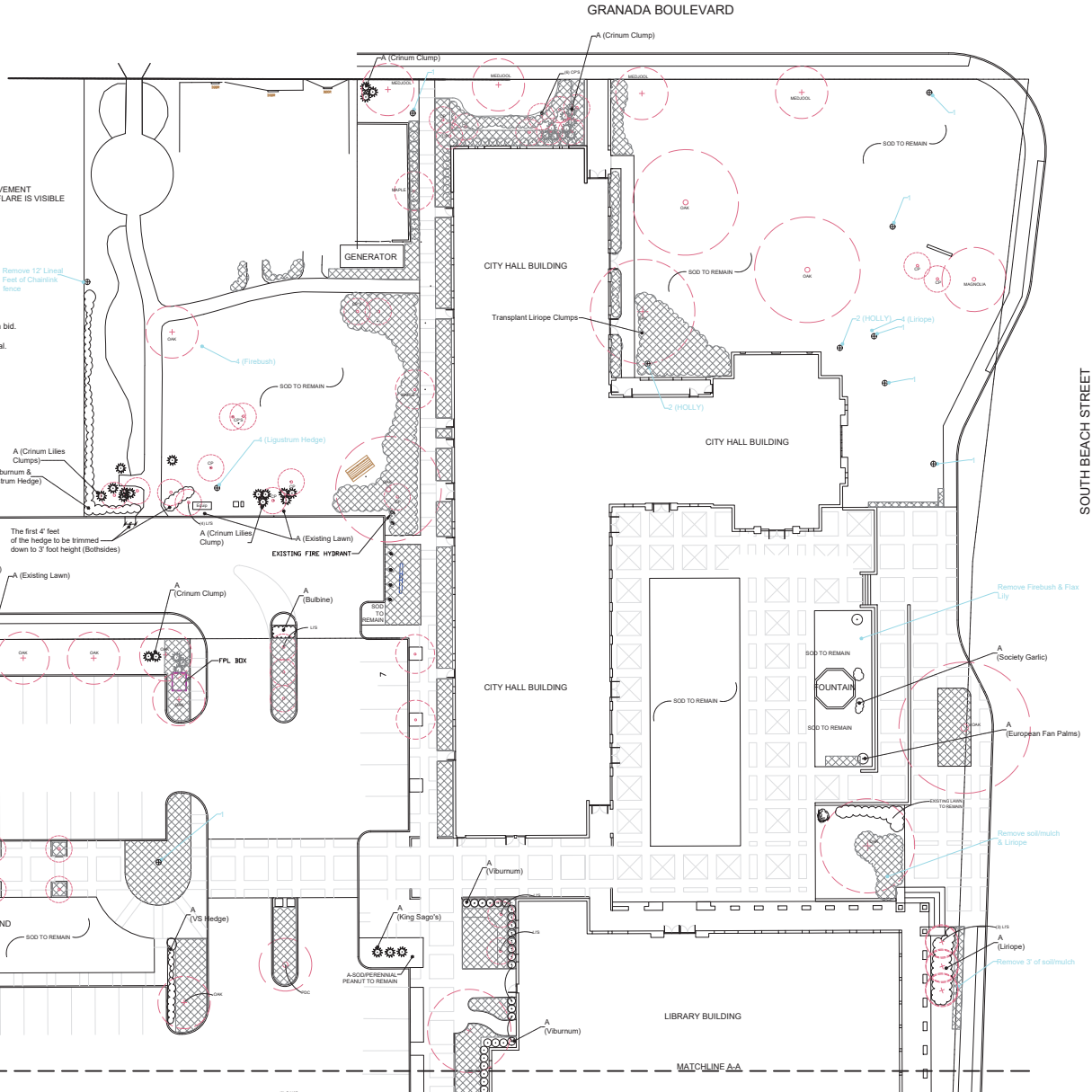
EXISTING SHRUBS, GROUND COVERS, SOIL & MULCH TO BE REMOVED
 EXISTING SOIL TO BE REMOVED 4" INCHES BELOW EXISTING ABUTTING PAVEMENT
 EXISTING SOIL AROUND TREES/PALMS SHALL BE REMOVED SO THE TREE FLARE IS VISIBLE
 ALL EXISTING TREES TO REMAIN AS NOTED/SHOWN WITH DASHED CIRCLE
 NUMBER 1 = TREE & PALM STUMPS TO BE REMOVED (SEE SITE NOTES)
 NUMBER 2 = DEAD & DECLINED TREES TO BE REMOVED
 NUMBER 3 = EXISTING SMALL CABBAGE PALMS TO BE REMOVED
 NUMBER 4 = EXISTING DECLINED PLANTS TO BE REMOVED

PLANT MATERIALS TO REMAIN LEGEND:

NUMBER "A" = EXISTING PLANT MATERIALS TO REMAIN AS SHOWN & NOTED

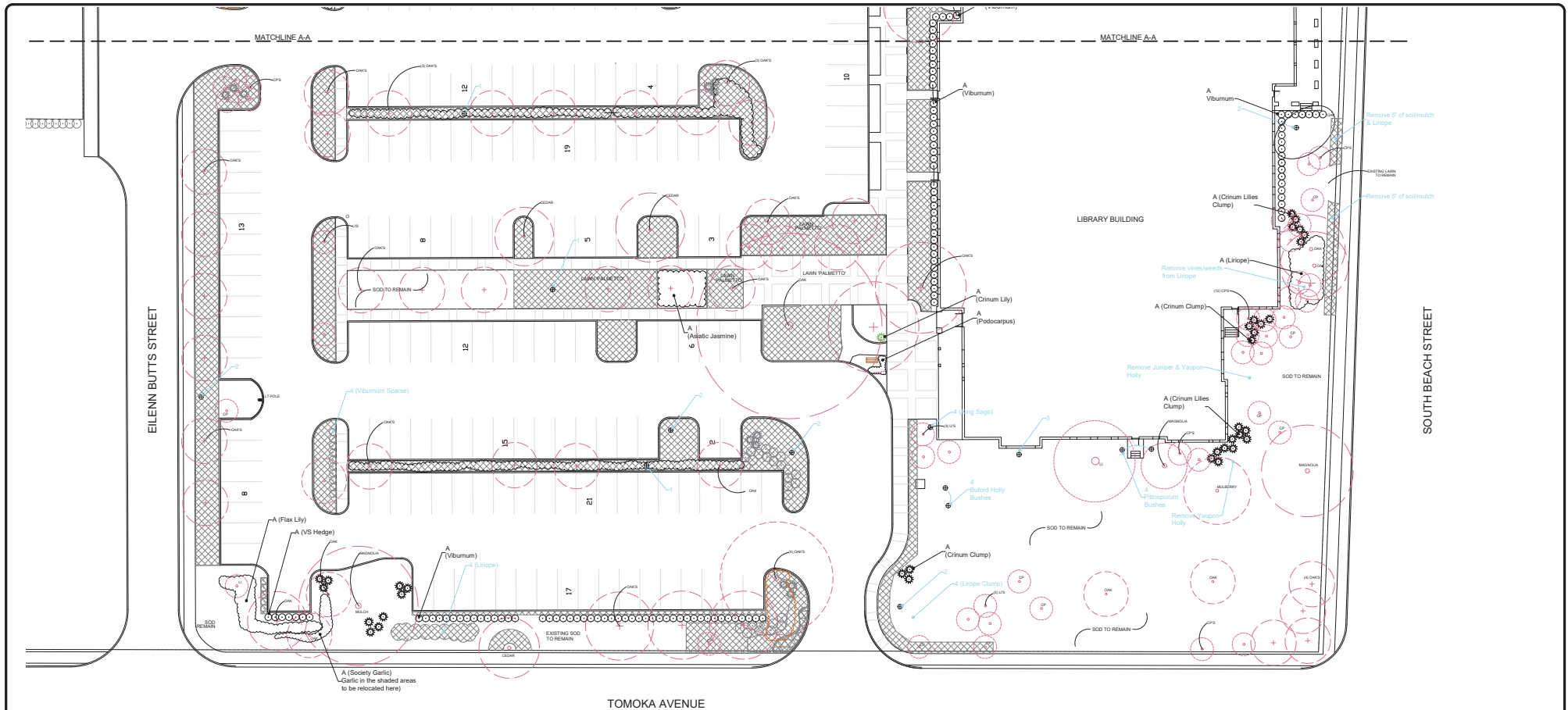
SITE NOTES:

- Contractors must visit the site and become familiar with site conditions before submitting written bid.
- All existing trees, palms and plant material to remain, unless otherwise noted.
- Landscape Contractor shall call for utility locates prior to removing or installing any plant material.
- All trees or palms to be removed & existing stumps shall be removed in their entirety, including trunk, rootball and roots. All trees removed shall be stump grinded.
- All stumps noted on this plan shall be stump grinded & removed in it's entirety.
- All existing lawn to remain, unless otherwise noted.
- Some of the existing variegated flax lily to be relocated, see landscape plan.



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	CITY HALL LANDSCAPE RENOVATIONS	LANDSCAPE REMOVAL PLAN	DATE: 06/20/23 SCALE: 1"=20'-0" DRAWN BY: CSC	PROJECT NO.: FILE NAME: PAUL DEMO PLAN SHEET: 1 of 5
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REMOVAL LEGEND:

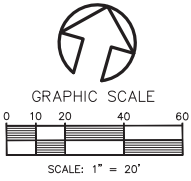
- EXISTING SHRUBS, GROUND COVERS, SOIL & MULCH TO BE REMOVED
- EXISTING SOIL TO BE REMOVED 4" INCHES BELOW EXISTING ADJUTING PAVEMENT
- EXISTING SOIL AROUND TREES/PALMS SHALL BE REMOVED SO THE TREE FLARE IS VISIBLE
- ALL EXISTING TREES TO REMAIN AS NOTED/SHOWN WITH DASHED CIRCLE
- NUMBER 1 = TREE & PALM STUMPS TO BE REMOVED (SEE SITE NOTES)
- NUMBER 2 = DEAD & DECLINED TREES TO BE REMOVED
- NUMBER 3 = EXISTING SMALL CABBAGE PALMS TO BE REMOVED
- NUMBER 4 = EXISTING DECLINED PLANTS TO BE REMOVED

PLANT MATERIALS TO REMAIN LEGEND:

- NUMBER "A" = EXISTING PLANT MATERIALS TO REMAIN AS SHOWN & NOTED
- SITE NOTES:**
- Contractors must visit the site and become familiar with site conditions before submitting written bid.
- All existing trees, palms and plant material to remain, unless otherwise noted.
- Landscape Contractor shall call for utility locates prior to removing or installing any plant material.
- All trees or palms to be removed & existing stumps shall be removed in their entirety, including trunk, rootball and roots. All trees removed shall be stump grinded.
- All stumps noted on this plan shall be stump grinded & removed in it's entirety.
- All existing lawn to remain, unless otherwise noted.
- Some of the existing variegated flax lily to be relocated, see landscape plan.

EXISTING TREE LEGEND:

- DENOTES TREES TO REMAIN
- CP = CABBAGE PALM
- LI = CROPE MYRTLE
- OAK = OAK TREES
- MAGNOLIA = MAGNOLIA



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

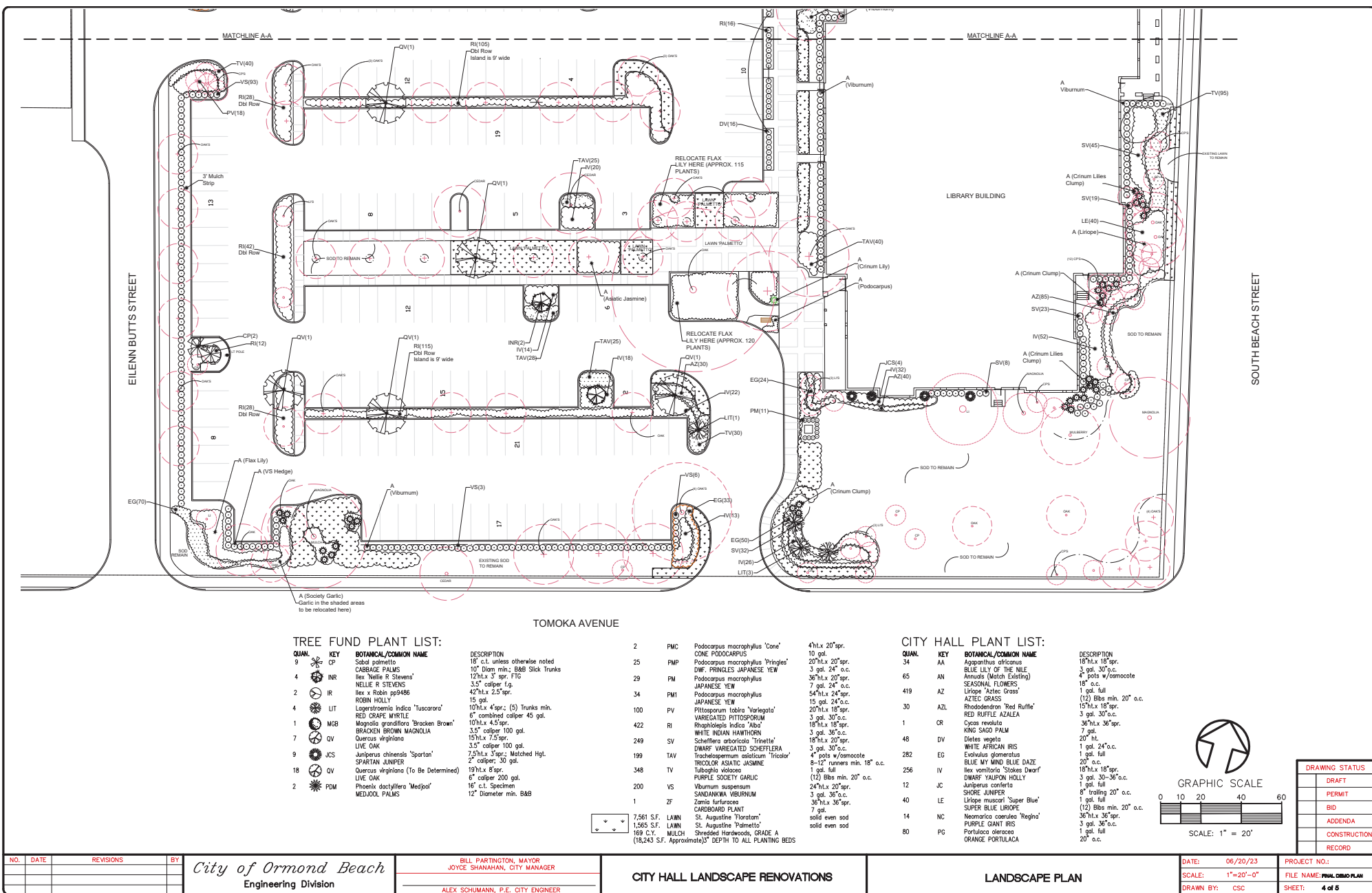
ALEX SCHUMANN, P.E. CITY ENGINEER

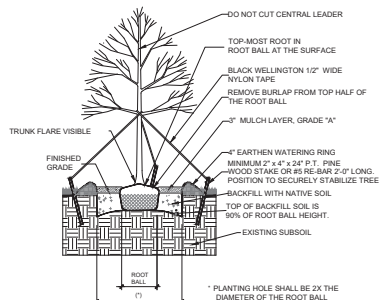
CITY HALL LANDSCAPE RENOVATIONS

LANDSCAPE REMOVAL PLAN

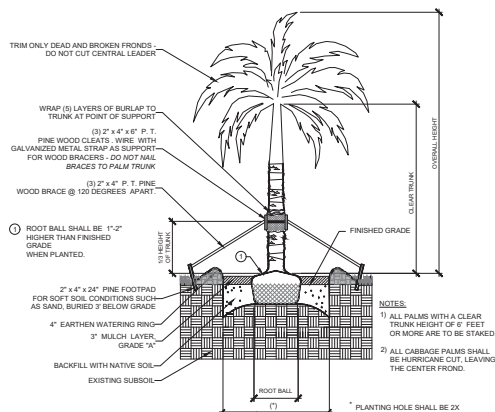
DATE: 06/20/23
SCALE: 1"=20'-0"
DRAWN BY: CSC

DRAWING STATUS
☐ DRAFT
☐ PERMIT
☐ BID
☐ ADDENDA
☐ CONSTRUCTION
☐ RECORD
PROJECT NO.:
FILE NAME: PRRV.CDRD PLAN
SHEET: 2 of 5

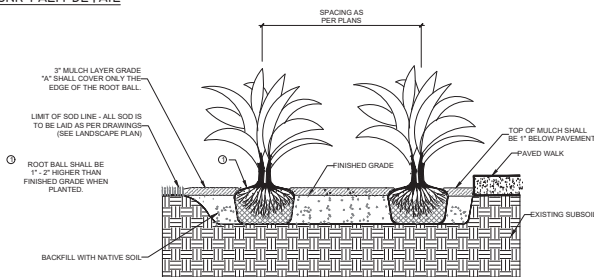




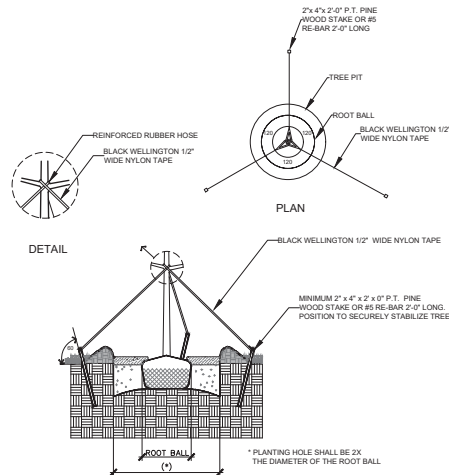
1 LARGE TREE PLANTING DETAIL



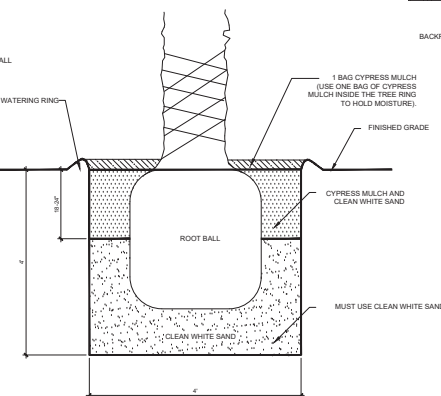
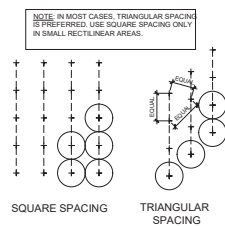
4 STRAIGHT TRUNK PALM DETAIL



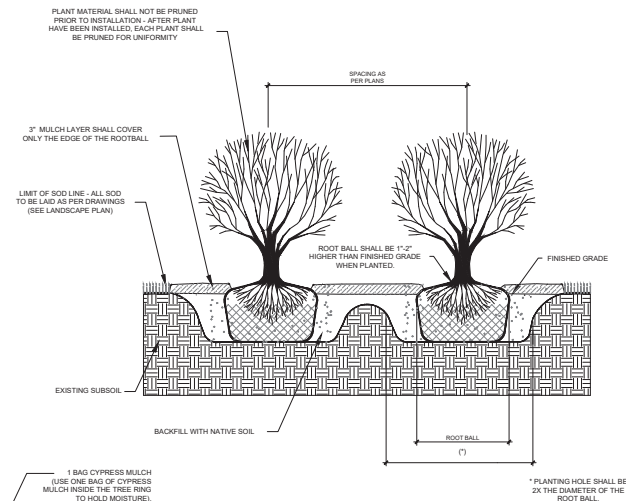
5 TYPICAL GROUND COVER PLANTING DETAIL



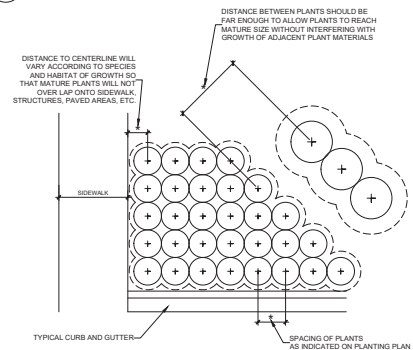
2 TYPICAL TREE GUYING DETAIL



6 MEDJOO PALM INSTALLATION SCHEMATIC
(INFORMATION BY GROUNDWORKS)



3 TYPICAL SHRUB PLANTING DETAIL

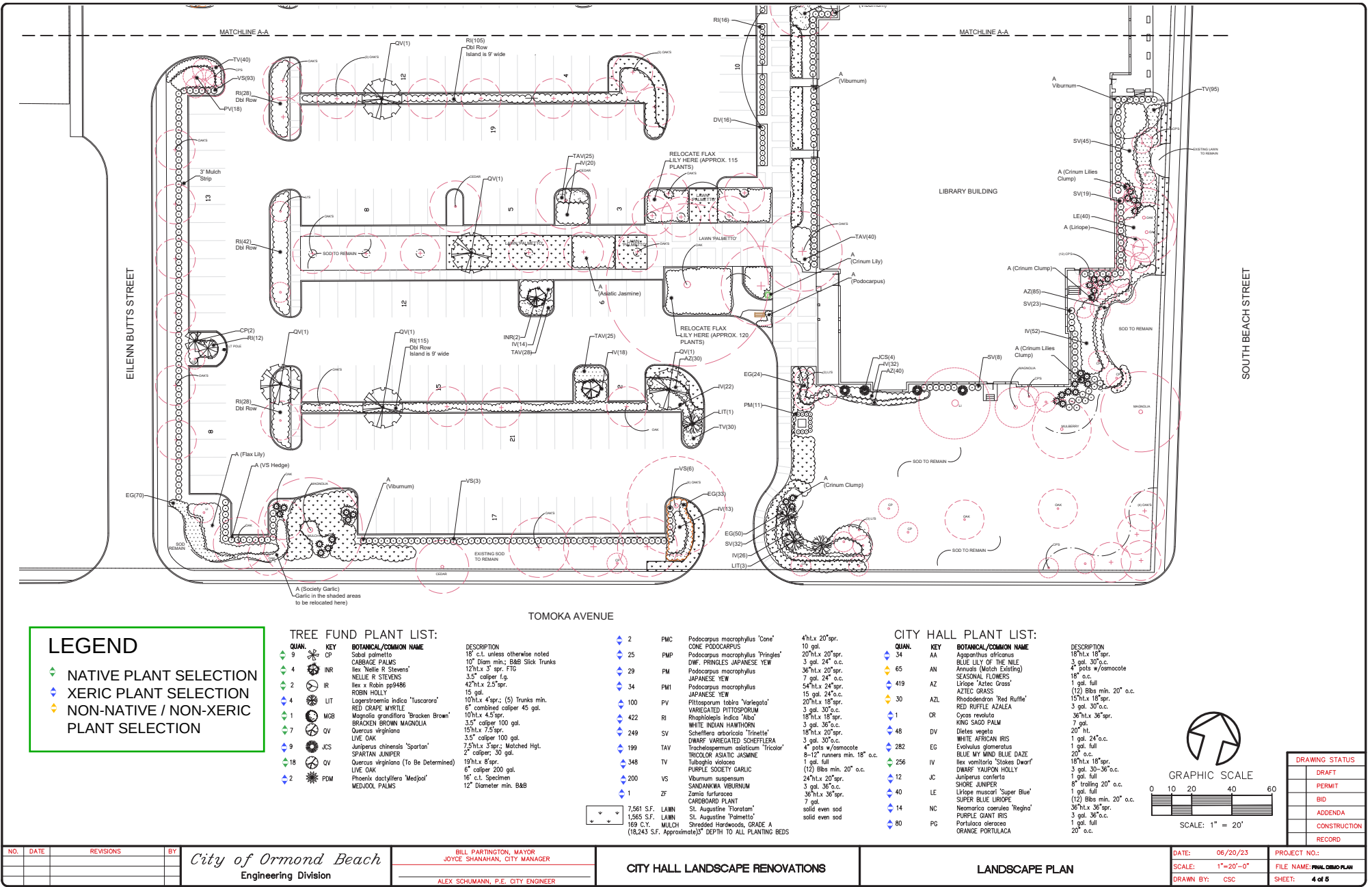


7 TYPICAL CONTAINER SPACING

NO.	DATE	REVISIONS	BY	CITY OF ORMOND BEACH Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER	CITY HALL LANDSCAPE RENOVATIONS	LANDSCAPE DETAILS	DATE: 06/20/23 SCALE: 1"=20'-0" DRAWN BY: CSC	PROJECT NO.: FILE NAME: CH_DETAILS SHEET: 5 of 5

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NATIVE & XERIC PLANT EXHIBIT





City of Ormond Beach

AGENDA ITEM

August 15, 2023 - City Commission

Number:7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Telecommunications Utility Registration - Hotwire Communications		
Summary:	Hotwire Communications, LTD (Hotwire Communications) has been granted authority by the Florida Public Service Commission as a local telecommunications service provider and plans to provide residential and business grade Internet to customers by installing underground and/or aerial fiber optic cabling within the City public rights-of-way improving coverage and capacity. This notification serves as staff's intent to approve the registration application filed by Hotwire Communications to access the public rights-of-way under the regulations of Chapter 8.1, Telecommunications of the Code of Ordinances which states, any telecommunications service provider desiring to use the public rights-of-way shall file a registration with the City which includes the following: 1. Identity of the applicant and name, address and telephone number of applicant's primary contact person in connection with the registration; 2. General description of the various system(s) using the rights-of-way to prevent interference between the system(s), as well as a statement of whether the applicant is or expects to be a local service provider and/or a toll service provider; 3. Evidence of insurance coverage required under this chapter and acknowledgment that the registrant has received and reviewed a copy of this chapter, which acknowledgment shall not be deemed an agreement; 4. A copy of federal and/or state certification authorizing the applicant to provide telecommunications services; and		

	5. Annual bond or corporate guarantee in the minimum sum of \$100,000 having as a surety a company qualified to do business in the state, in accordance with section 8.1-15. A registration packet was received on May 9, 2023. Staff reviewed and determined that it complies with the required information. Installation of infrastructure would be required to meet all City regulations and permitting requirements.						
Financial Impact:	There is no direct budget impact related to the registration of this telecommunication provider.						
Citizen Impact:	Additional telecommunications service providers provide citizens and businesses with telecommunication service options. Work within the public rights-of-way will occur upon review/approval of construction permits by the Engineering Department, and work under these approved permits are monitored by Engineering Inspectors to ensure impacts to citizens are minimized.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to approve the registration application of Hotwire Communications.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	1. City of Ormond Beach CATV registration for Hotwire Communications						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>7/10/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>7/21/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>7/31/2023</td> </tr> </table>	Kelly McGuire, Finance Director	7/10/2023	Claire Whitley, Assistant City Manager	7/21/2023	Joyce Shanahan, City Manager	7/31/2023
Kelly McGuire, Finance Director	7/10/2023						
Claire Whitley, Assistant City Manager	7/21/2023						
Joyce Shanahan, City Manager	7/31/2023						



Elena Fabra Estefan
Professional Engineer
2100 West Cypress Creek Rd
Fort Lauderdale, FL 33309
(305) 588-4395
eestefan@hotwirecommunication.com

May 9, 2023

Via Electronic Mail

Joyce Shanahan
City Manager
City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174
Joyce.shanahan@ormondbeach.org

Subject: Telecommunications Services Provider Registration

Dear Ms. Shanahan,

Pursuant to section 8.1-4 of the Ormond Beach city code, Hotwire Communications, LTD respectfully requests to register as a communications service provider in the city and in support of the same; submits the following:

Hotwire Communications currently provides voice services and high-speed fiber optic internet to residential and business customers in several states, including Florida. Hotwire Communications plans to provide these services by installing and maintaining underground and/or aerial fiber optic cabling within the city.

The Ormond Beach telecommunications ordinance requires the following for registration:

(1) Identity of the applicant and name, address and telephone number of applicant's primary contact person in connection with the registration;

Answer:

Hotwire Communications, LTD
2100 West Cypress Creek Rd.
Fort Lauderdale, FL 33309

Elena Fabra Estefan
Professional Engineer
2100 West Cypress Creek Rd
Fort Lauderdale, FL 33309

(305) 588-4395
eestefan@hotwirecommunication.com

Megan Mobley
Construction Engineering Specialist
2100 West Cypress Creek Rd
Fort Lauderdale, FL 33309
(863) 207-7444
Megan.mobley@hotwirecommunication.com

- (2) General description of the various system(s) using the rights-of-way to prevent interference between the system(s), as well as a statement of whether the applicant is or expects to be a local service provider and/or a toll service provider;**

Answer:

Hotwire Communications plans to provide local telecommunications services by deploying an underground and/or aerial fiber optic cable network. Hotwire Communications is a registered telecommunications services provider that remits communications services taxes imposed by municipalities and counties pursuant to Chapter 202, Florida Statutes. Please see registrant's FL Certificate of Registration and Resale Tax Certificate, attached hereto as **Exhibit A**.

- (3) Evidence of insurance coverage required under this chapter and acknowledgment that the registrant has received and reviewed a copy of this chapter, which acknowledgment shall not be deemed an agreement;**

Answer:

- a. Please see registrant's Certificate of Insurance, attached hereto as **Exhibit B**.
- b. The undersigned represents and acknowledges that the appropriate employee(s) of Hotwire Communications has received and reviewed a copy of Ormond Beach's telecommunications ordinances, set for in Ch 8.1, Art. I of the city code.

- (4) A copy of federal and/or state certification authorizing the applicant to provide telecommunications services;**

Answer:

- a. Please see registrant's State of Florida Certificate of Franchise, attached hereto as **Exhibit C**.
- b. Hotwire Communications, LTD is registered with the Federal Communications Commission, **FRN: 0009846494**. FRN may be verified using the web address: <https://apps.fcc.gov>.
- c. In addition, attached hereto as **Exhibit D**, please see 4 pages of the registrant's FL Department of Corporations information.

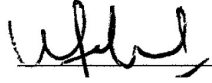
- (5) Annual bond or corporate guarantee in the minimum sum of \$100,000.00 having as a surety a company qualified to do business in the state, in accordance with section 8.1-15.**

Answer:

Attached hereto as **Exhibit E**, please see the bond which is in compliance with the city ordinance.

Thank you for your time and consideration of this registration request. If you have any questions or need additional documentation, please contact me or Megan Mobley.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elena Fabra Estefan', written over a horizontal line.

Elena Fabra Estefan, PE
Hotwire Communications

Enclosures:

Exhibit A: Florida Certificate of Registration and Resale Tax Certificate from FDOR

Exhibit B: Certificate's of Insurance

Exhibit C: State of Florida Certificate of Franchise

Exhibit D: Florida Division of Corporations, 4 pages

Exhibit E: Bond

Exhibit A

Florida Certificate of Registration and Resale Tax Certificate from FDOR

1 page



Certificate of Registration

DR-11
R. 10/22

Issued Pursuant to Chapter 212, Florida Statutes

78-8013250615-2	02/18/05
Certificate Number	Registration Effective Date

This certifies that

HOTWIRE COMMUNICATIONS LTD
3 BALA PLZ W STE 600
BALA CYNWYD PA 19004-3413

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.



**This is your Sales & Use Tax Certificate of Registration.
Detach and Post in a Conspicuous Place.**



Notify the Department immediately if you change your:

- business name;
- mailing address;
- location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting floridarevenue.com/taxes/updateaccount.

Submit a new registration (online or paper) when you:

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.



Below is your Florida Annual Resale Certificate for Sales Tax.
New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.
These certificates are valid immediately.

DR-11R, R. 10/22



2023 Florida Annual Resale Certificate for Sales Tax

This Certificate Expires on December 31, 2023

DR-13
R. 10/22

Business Name and Location Address

HOTWIRE COMMUNICATIONS LTD
3 BALA PLZ W STE 600
BALA CYNWYD PA 19004-3413

Certificate Number

78-8013250615-2

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as commercial real property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing
- Re-rental as tangible personal property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

Exhibit B

Certificate's of Insurance

5 Pages



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. One Belmont Ave Suite 500 Bala Cynwyd PA 19004	CONTACT NAME: Jess Allen PHONE (A/C, No, Ext): (610) 667-2244 E-MAIL ADDRESS: jallen@risk-strategies.com FAX (A/C, No): (610) 667-6057
INSURED Hotwire Communications, Ltd. 3 Bala Plaza East, Suite 700 Bala Cynwyd PA 19004	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2253177055**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		CAA5250399	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$			EXSO541156	06/15/2022	06/15/2023	EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

City of Ormond Beach, FL, its officers, boards, members, agents and employees are included as Additional Insured when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Ormond Beach, FL
22 South Beach Street

Ormond Beach

FL 32174

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED Hotwire Communications, Ltd.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

\$150,000 Auto Liability Deductible



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1000 Corporate Dr Ste 400 Ft Lauderdale FL 33334		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certificates@mma-fl.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Co of Amer	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1877098667 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ Ded \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		6308P468067TIL22	6/15/2022	6/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP7N07534622	6/15/2022	6/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Excess Liability: Policy#7015176367, Carrier: Continental Insurance Company Policy Term: 06/15/2022-23, Occ./Aggregate: \$15,000,000
RE: Project #Huntington Village, SID-3125.
City of Ormond Beach, FL, its officers, boards, members agents and employees as are included as additional Insureds on the General Liability are additional Insured as respects General Liability. 30 Day notice of Cancellation in favor of Additional Insured as respects General Liability. All of the above is applicable when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER City of Ormond Beach, FL 22 South Beach Street Ormond Beach, FL 32174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2023

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PRODUCER RSC Insurance Brokerage, Inc. One Belmont Avenue Suite 500 Bala Cynwyd PA 19004	CONTACT NAME: Jess Allen PHONE (A/C, No, Ext): (610) 667-2244 E-MAIL ADDRESS: jallen@risk-strategies.com FAX (A/C, No): (610) 667-6057
INSURED Hotwire Communications, Ltd., Hotwire Insura, LLC 3 Bala Plaza East, Suite 700 Bala Cynwyd PA 19004	INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL232726454**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	71833292 \ FL	02/10/2023	02/10/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach, FL 22 South Beach Street Ormond Beach FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED Hotwire Communications, Ltd.,
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

All other States
Carrier: Chubb Indemnity Insurance Company
Policy#: 71838812/AOS
Policy Period: 2/10/23 - 2/10/24
Limit: \$1,000,000/\$1,000,000/\$1,000,000

Exhibit C

State of Florida Certificate of Franchise

7 Pages

State of Florida



Department of State

Certificate of Franchise Authority

on I certify that Hotwire Infrastructure Group LLC identification number CV07-0005 issued 7/02/2007, is hereby granted authority to provide cable and/or video service in the following service area(s) as amended on 5/16/2022:

Service areas are described in the attached true and correct copy of the document.

I further certify that authority to construct, maintain, and operate facilities through, upon, over, and under any public right-of-way or waters, subject to the applicable governmental permitting or authorization from the Board of Trustees of the Internal Improvement Trust Fund, is hereby granted.

This grant of authority is subject to lawful operation of the cable or video service by the applicant or its successor in interest.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Sixteenth day of May, 2022.



CR2E022 (01-11)


Cord Byrd
Secretary of State

APPLICATION TO AMEND A STATE-ISSUED CERTIFICATE OF FRANCHISE
AUTHORITY FOR CABLE AND/OR VIDEO SERVICE

- 1) Name of Certificate holder Hotwire Infrastructure Group LLC
- 2) Address of Certificate holder: 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309

3) Statement of Amendment(s):



a) Change in Service Area. Notification of Commencement is required within five business days after first providing service in each additional areas. Please provide a description of the new service area consistent with s.610.104(2)(e)5 Florida Statutes, and effective date of Commencement of Operations. (Please include all service areas.) List existing areas first and new areas last. U attached pages if necessary



b) Notice of Transfer of Interest. Notification is required within fourteen business days following completion of transfer. Please provide the name and address of any successor in interest.



c) Other: (change of address or contact person)
Officer Jonathan Bullock's name is misspelled (Johnnathan Bullock, Executive Vice President)



d) Notice to Terminate Service.

Effective Date: _____

Michele Suzette Surick, Sr. Legal Operations
Analyst

Michele Suzette Surick

3/29/2022

Printed Name and Title

Signature

Date

CF04(05/17) Division of Corporations, Cable and/or Video Franchising
PQ Box 6327, Tallahassee, Florida 32314

Exhibit A

Existing Service Areas Hotwire Communications, LLC has a Certificate of Franchise Authority

Brevard County

City of Melbourne
City of Palm Bay
Portions of unincorporated Brevard County

Broward County

City of Coconut Creek
City of Coral Springs
City of Dania Beach
City of Deerfield Beach
City of Fort Lauderdale
City of Hallandale Beach
City of Hollywood
City of Lauderdale Lakes
City of Lauderhill
City of Lighthouse Point
City of Margate
City of Miramar
City of North Lauderdale
City of Oakland Park
City of Parkland
City of Pembroke Pines
City of Plantation
City of Pompano Beach
City of Sunrise
City of Tamarac
City of West Park
City of Weston
City of Wilton manors
Town of Davie
Town of Hillsboro Beach
Town of Lauderdale-By-The-Sea
Portions of unincorporated Broward County

Collier County

City of Naples
City of Bonita Spring
Portions of unincorporated Collier County

Duval County

City of Jacksonville
Portions of unincorporated Duval County

FILED
MAY 16 2022
CLERK OF DISTRICT COURT
NORTH DAVIE, FLORIDA

2022 MAY 16 AM 9:48

APPROVED
AND
FILED

Hendry County

Portions of unincorporated Hendry County

Hillsborough County

City of Tampa

Portions of unincorporated Hillsborough County

Indian River County

City of Vero Beach

Portions of unincorporated Indian River County

Lake County

City of Leesburg

Town of Lady Lake

Portions of unincorporated Lake County

Lee County

City of Cape Coral

City of Fort Myers

Town of Fort Myers Beach

Village of Estero

Town of Lehigh Acres

Portions of unincorporated Lee County

Leon County

City of Tallahassee

Portions of unincorporated Leon County

Manatee County

City of Bradenton

City of Lakewood Ranch

Martin County

The City of Hobe Sound

City of Jensen Beach

Palm City

City of Stuart

Portions of unincorporated Martin County

Miami-Dade County

Bal Harbour Village

City of Aventura

City of Coral Gables

City of Doral

APPROVED
AND
FILED

2022 MAY 16 AM 9:48

CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

2022 MAY 16 AM 9:48

CLERK OF DISTRICT COURT
MIAMI, FLORIDA

City of Hialeah
City of Hialeah Gardens
City of Homestead
City of Miami
City of Miami Gardens
City of Naranja
City of North Miami
City of North Miami Beach
City of South Miami
City of Sunny Isles Beach
City of Sweetwater
City of West Miami
Miami Shores Village
North Bay Village
Town of Bay Harbor Islands
Town of Golden Beach
Town of Miami Lakes
Town of Surfside
Village of Key Biscayne
Village of Pinecrest
Portions of unincorporated Miami-Dade County

Monroe County

City of Key West
Key Largo
Portions of unincorporated Monroe County

Nassau County

City of Yulee
Portions of unincorporated Nassau County

Osceola County

City of Kissimmee

Orange County

City of Orlando
Portions of unincorporated Orange County

Palm Beach County

City of Boca Raton
City of Boynton Beach
City of Delray Beach
City of Greenacres
City of Lake Worth Beach
Town of Lantana

City of North Palm Beach

City of Palm Beach Gardens

City of Riviera Beach

City of Royal Palm Beach

City of Wellington

City of West Palm Beach

Singer Island

Town of Highland Beach

Town of Jupiter

Town of Palm Beach

Village of Palm Springs

Portions of unincorporated Palm Beach County

Pasco County

City of Odessa

Portions of unincorporated Pasco County

Polk County

City of Davenport

City of Haines City

Portions of unincorporated Polk County

Sarasota County

City of Sarasota

City of Venice

Portions of unincorporated Sarasota County

St. Lucie County

City of Fort Pierce

City of Fort Pierce North

City of Fort Pierce South

City of Lakewood Parkboca

City of Port St. Lucie

Indian River Estates

Portions of unincorporated St. Lucie County

St. Johns County

City of St. Augustine

St. Johns County

APPROVED
AND
FILED

2022 MAY 16 AM 9:48

CLERK OF THE
COURT
JAIL ADMINISTRATOR

Portions of unincorporated St. Johns County

Volusia County

City of Holly Hill

City of Daytona Beach

Portions of unincorporated Volusia County

NEW Service Areas Hotwire Communications, LLC needs a Certificate of Franchise Authority

Lee County

City of North Fort Myers

Monroe County

Key Colony Beach

Marathon Key

Big Pine Key

Islamorada

Long Key

Marathon

Marathon Shores

Summerland Key

Tavernier

City of Layton

APPROVED
AND
FILED

2022 MAY 16 AM 9:48

CLERK OF DISTRICT COURT
MONROE COUNTY, FLORIDA

Exhibit D

Florida Division of Corporations

4 Pages



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
HOTWIRE INFRASTRUCTURE GROUP LLC

Filing Information

Document Number M21000017703
FEI/EIN Number 87-3157093
Date Filed 12/28/2021
State DE
Status ACTIVE

Principal Address

2100 WEST CYPRESS CREEK ROAD
FORT LAUDERDALE, FL 33309

Mailing Address

2100 WEST CYPRESS CREEK ROAD
FORT LAUDERDALE, FL 33309

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MEM

HOTWIRE COMMUNICATIONS, LTD
2100 WEST CYPRESS CREEK ROAD
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2022	08/19/2022
2023	01/10/2023

Document Images

[01/10/2023 -- ANNUAL REPORT](#) [View image in PDF format](#)

[08/19/2022 -- ANNUAL REPORT](#) [View image in PDF format](#)

[12/28/2021 -- Foreign Limited](#)

[View image in PDF format](#)

Florida Department of State, Division of Corporations



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Partnership
HOTWIRE COMMUNICATIONS, LTD.

Filing Information

Document Number	B06000000108
FEI/EIN Number	01-0744734
Date Filed	03/07/2006
State	PA
Status	ACTIVE
Last Event	LP CERTIFICATE OF CORRECTION
Event Date Filed	02/09/2016
Event Effective Date	NONE

Principal Address

3 Bala Plaza East
7th Floor
BALA CYNWYD, PA 19004

Changed: 01/09/2018

Mailing Address

3 Bala Plaza East
7th Floor
BALA CYNWYD, PA 19004

Changed: 01/09/2018

Registered Agent Name & Address

CONTARINI, ANTONIO
2100 W. Cypress Creek Road
FORT LAUDERDALE, FL 33309

Name Changed: 09/16/2019

Address Changed: 02/27/2017

General Partner Detail

Name & Address

HOTWIRE COMMUNICATIONS, LLC
3 Bala Plaza East
7th Floor
BALA CYNWYD, PA 19004

Annual Reports

Report Year	Filed Date
2021	01/08/2021
2022	01/18/2022
2023	01/10/2023

Document Images

01/10/2023 -- ANNUAL REPORT	View image in PDF format
01/18/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
09/16/2019 -- Reg. Agent Change	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
02/27/2017 -- ANNUAL REPORT	View image in PDF format
04/13/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- LP Statement of Corr.	View image in PDF format
07/27/2015 -- Reg. Agent Change	View image in PDF format
02/03/2015 -- ANNUAL REPORT	View image in PDF format
06/02/2014 -- Reg. Agent Change	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
05/03/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- Reg. Agent Change	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
03/07/2006 -- Foreign LP	View image in PDF format

Exhibit E

Bond

2 pages



Right of Way Performance and Completion Bond - Single Job Definite Term

Bond No. 107822336

KNOW ALL MEN BY THESE PRESENTS:

THAT WE HOTWIRE COMMUNICATIONS, LTD as Principal, and
Travelers Casualty and Surety Company of America, a corporation duly incorporated
under the laws of the State of Connecticut and authorized to do business in the State of FLORIDA,
as Surety, are held and firmly bound unto CITY OF ORMOND BEACH, as Obligee, in the penal
sum of One Hundred Thousand (\$100,000.00) Dollars, for the payment of which
we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following
work in the public right of way:
Telecommunications Service Provider

(the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that either
the Permitted Work will be completed in its entirety or the public right of way will be restored to its condition prior
to the commencement of the Permitted Work if the Principal fails to complete the Permitted Work to the
satisfaction of the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall
faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted
Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its
condition prior to the commencement of the Permitted Work, then this obligation shall be null and void;
otherwise to remain in full force and effect.

This bond is for a definite term beginning April 19, 2023, and ending April 19, 2024, and may be
continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable
hereunder for a larger amount, in the aggregate, than the penal sum listed above.

SIGNED, SEALED AND DATED this May 5, 2023

Hotwire Communications, LTD

Principal

Travelers Casualty and Surety Company of America

By: Lawrence J. Dash, JD

Attorney-in-fact

Producer Name
(Required in Arizona Only)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

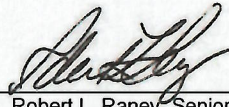
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lawrence J. Dash** of **BALA CYNWYD**, **Pennsylvania**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

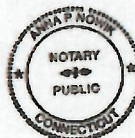
City of Hartford ss.

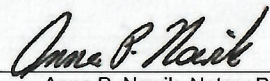
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

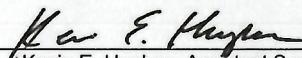
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **May**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:7.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, August 2023		
Summary:	The following reports provide information regarding the status of the Strategic Plan goals, City finances and capital improvement projects, building permits and development activity, and economic development activities and trends.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. 2023 Strategic Plan Update - August 2023 2. Financial Status Report - July 2023 3. Capital Improvements Projects, Status Report - Aug 2023 4. Economic Development Report - July 2023 5. Development Activity Report - August 2023 6. Building Permit Activity - July 2023		
Approval:	Kelly McGuire, Finance Director	8/3/2023	
	Claire Whitley, Assistant City Manager	8/6/2023	
	Joyce Shanahan, City Manager	8/9/2023	



CITY OF ORMOND BEACH

STRATEGIC PLAN UPDATE

AUGUST 2023



MISSION STATEMENT

To ensure Ormond Beach is one of the most attractive, stimulating and innovative communities in Florida, while protecting our rich history and maintaining our unique charm. Boasting an environment where our children can thrive, with a prosperously diverse and balanced economy, within a fiscally strong community. All the while, delivering exceptionally responsive service to our citizens and cultivating the highest quality of life.

CITY COMMISSION

Mayor
Bill Partington

Deputy Mayor & Zone 4
Commissioner Harold Briley

Zone 1 Commissioner
Lori Tolland

Zone 2 Commissioner
Travis Sargent

Zone 3 Commissioner
Susan Persis

STRATEGIC PLANNING PROCESS

In a remarkable expansion of our citizen engagement process, Ormond Beach launched the OB Life project in 2018, which included six community meetings to address community issues such as development, transportation, environment, public safety, leisure services, and economic development. The input gathered from community members became a valuable resource for the strategic planning workshop, attended by the Mayor, City Commissioners, City Manager, City Attorney, and senior staff in February 2019.

During the workshop, Commissioners identified overall strategic issues and specific objectives for the city to accomplish in the next few years and published this to residents as the Strategic Plan. The City continues to utilize the OB life platform as a way to engage citizens when important issues arise and publishes annual progress updates.

In January of 2023, the City Commission met to reaffirm their commitment to the goals set for the City Ormond Beach and refine their priority objectives for implementation. They set new strategic objectives to support these goals and will use these throughout the budgeting process to ensure timely accomplishment.

MAYOR'S MESSAGE

BILL PARTINGTON

As Mayor of Ormond Beach, I cannot stress enough how essential it is for us to listen to our residents and incorporate their valuable feedback in all of our decisions. The OB Life project and its series of community forums were a fantastic way for us to engage with our residents and learn about their vision for our city's future. It's not just limited to that - we value every single email, survey, and suggestion that we receive from our residents because it's these insights that help us understand what truly matters to all of us.



2023 IDENTIFIED STRATEGIC ISSUES

- ① **TRANSPORTATION & COMMUNITY DEVELOPMENT**
- ② **ECONOMIC DEVELOPMENT**
- ③ **GOVERNANCE**
- ④ **PUBLIC SAFETY**
- ⑤ **QUALITY OF LIFE**
- ⑥ **WATER QUALITY & THE ENVIRONMENT**



TOP PRIORITIES

- 🕒 Expand reclaimed water system and reuse pond out West (8 votes)
- 🕒 Upgrade City Commission chambers technology (7 votes)
- 🕒 New Police Department and EOC West of town (7 votes)
- 🕒 Reuse or repurpose the Riverbend property (5 votes)
- 🕒 Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- 🕒 Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- 🕒 Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)

★ *Updates indicated with yellow star on the following pages.*



TRANSPORTATION & COMMUNITY DEVELOPMENT

GOAL STATEMENT

To ensure the charm and rich history of our community is well-maintained through orderly development and redevelopment utilizing existing infra-structure, including utility service areas outside the City's municipal boundaries.

👁 Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)

- ★ • Project successful in obtaining legislative funding assistance; City staff working with Florida Department of Economic Opportunity to prepare Project Scope and grant contract for "Downtown Community Center" planning and design.

👁 Update airport operations, including noise abatement (3 votes)

👁 Encourage ER/medical presence on the beachside (3 votes)

👁 Build park/community center west of I-95 (2 votes)

- ★ • Hosted (3) staff meetings to discuss potential location and usage. Portions of the staff committee discussed potential 27 acre land acquisition west of 95.

👁 US-1 and I-95 Interchange construction (2 votes)

- ★ • Project included in State of Florida's Moving Florida Forward Plan; and included as project budgeted for funding.
- PD&E portion of project completed, this project is progressing from planning to design phase with FDOT.

👁 Look at Vision Zero FDOT pledge (ped/car safety) (2 votes)

- ★ • Staff has reached out to FDOT, currently reviewing examples of other pledge Ordinances, Resolutions, Commission Items. Working toward September Commission Date for Commission Presentation.

ECONOMIC DEVELOPMENT

GOAL STATEMENT

To ensure the economic health and vitality of the City of Ormond Beach by providing an environment allowing businesses to thrive through retention, expansion, and attraction.

- 👁️ Reuse or repurpose Riverbend property (5 votes)
 - ★ • GAI Consultants are finalizing the concepts and report on the airport property.
- 👁️ Continue attracting and retaining high-wage jobs and the development of Ormond Crossings (3 votes)
 - ★ • Forte Frozen expanded. They invested \$4 million to add e-commerce operation. Anticipated to add 50 new jobs in 2 years.
 - Valiant Modular expanded their facility to add additional capacity, retaining their workforce.
 - EconDev Dept has responded to 8 Requests for Information from Team Volusia Economic Development Corporation.
 - EconDev Dept has seven active projects related to business expansion and attraction in the city.
 - City received state appropriations in the amount of \$750,000 as a match to city funds to expand the business park, providing sites available for the expansion of target industry.



GOVERNANCE

👁 Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak) (7 votes)

- ★ • Reviewing applicable software and determining the next steps in the acquisition of audio and video equipment.

👁 Electronic information sign for upcoming events (2 votes)

- ★ • Based on City Commission direction, a discussion item regarding electronic changeable copy signage is being assembled, including previous actions on the topic.

👁 Website redesign (2 votes)

- ★ • Multiple vendor meetings have taken place and staff is reviewing full pricing details and scheduling for development timelines.

GOAL STATEMENT

To build and maintain strong governance practices internally and externally through continued civic engagement efforts with residents, effective management and operational policies, and strategic partnerships with other governments and agencies to support the city's directions.



PUBLIC SAFETY

GOAL STATEMENT

👁️ New Police Department and EOC West of town (7 votes)

- ★ • Project unsuccessful in obtaining legislative funding assistance
- City staff reviewing Requests for Proposals from other municipalities to perform space / needs analysis.
- Attend monthly update meetings to discuss projects on a monthly basis.
- Work with City GIS staff to create updated maps for location options.
- Reviewed maps with city manager, assistant city manager, to discuss options.

To provide a safe and secure city that maintains a sense of security and responsiveness for all residents by protecting and serving our community through the provision of effective, efficient and responsive emergency services.

👁️ Convert city parking lots to LED (3 votes)

👁️ Review and look at the DARE program and other programs (2 votes)

👁️ Develop an aggressive dog ordinance (2 votes)



QUALITY OF LIFE

GOAL STATEMENT

To ensure Ormond Beach remains the crown jewel of central Florida, by providing for the quality, quantity and variety of passive and active recreation areas and facilities to serve the needs of our community.

- 👁️ Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- 👁️ Complete Doug Thomas Way (3 votes)
 - ★ • Design and bidding complete. Project construction contract scheduled for award by City Commission at their September 6 meeting.
- 👁️ Maintain lights downtown and add bridge uplighting (2 votes)
 - ★ • Bridge uplighting requirements to be reviewed. Project specification for Cassen Park renovations to include accommodations for Bridge uplighting improvements.
- 👁️ Rehab Chief Tomokie statue (2 votes)
 - ★ • Spoke with DEP Park Management to discuss history of the statue, including usage, repairs, maintenance, and current overall condition.
 - Meeting to determine next steps and interest in a joint project for refurbishment.
- 👁️ Mental wellness signage and resources on the website/first responder assistance (2 votes)



WATER QUALITY & THE ENVIRONMENT

GOAL STATEMENT

To maintain the City's environmental stewardship by reducing negative impacts of pollutants to waterbodies, such as the Halifax and Tomoka Rivers and their tributaries that decrease the quality of life of Ormond Beach residents

👁️ Expand reclaimed water system and reuse pond out West (8 votes)

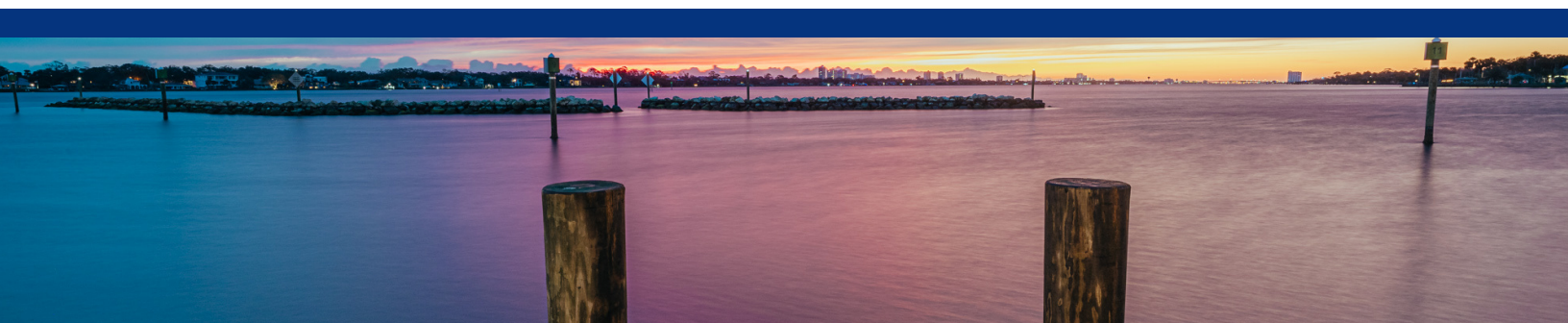
- ★ • Comments from seller provided to City, City Attorney's office reviewing with regards to contract.
- City has provided draft scope of work to SJRWMD and is working with SJRWMD to finalize grant agreement for cooperative funding grant.
- Survey of Airport Road on-going for design of up-sized reclaimed water transmission main.

👁️ Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)

- ★ • Staff working to finalize project management contract covering public outreach component.

👁️ Enhance commitment to reducing the use of plastic straws/bags/styrofoam (2 votes)

- ★ • Planning a social media campaign to bring impact and awareness of single use plastics, bags and Styrofoam goods.
- Planning a series of educational sessions regarding benefits of alternative vessels.
- Planning a series of educational sessions focusing on wildlife impact of single use items.





Monthly Financial Status Report July 2023

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 83% benchmark is favorable, while expenses at or below the 83% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	41,522,489	32,857,131	79%	32,390,022	78%
104 - Community Redevelopment	1,437,353	1,443,651	100%	265,029	18%
106 - Ormond Crossing	296,171	296,470	100%	-	0%
107 - Stormwater	2,525,500	2,258,691	89%	1,819,742	72%
108 - Airport	288,998	1,030,821	357%	991,939	343%
109 - Local Law Enforcement Trust Fund	-	38,062	0%	11,850	0%
110 - Economic Development Fund	1,112,000	256,900	23%	8,333	1%
113 - Pension Contribution Pass Through	800,000	-	0%	-	0%
115 - Recreation Facility Fee	50,275	130,894	260%	18,456	37%
116 - Grant Fund	-	1,526	0%	131,056	0%
205 - Financing Debt Service	651,688	540,000	83%	566,738	87%
210 - Debt Service GOB 2003	118,674	22,253	19%	112,991	95%
211 - Debt Service 2005 CIP Note	162,202	130,830	81%	157,196	97%
220 - Debt Service GOB 2010	352,327	354,323	101%	361,004	102%
301 - General Capital Improvement	2,190,745	1,422,876	65%	1,412,807	64%
302 - General Equipment & Vehicle	347,000	221,002	64%	288,088	83%
305 - Public Safety Vehicle & Equip	934,000	650,845	70%	398,714	43%
308 - Transportation	2,262,489	1,362,611	60%	1,375,464	61%
310 - Recreation Impact Fee	215,000	32,967	15%	-	0%
316 - Local Roads Impact Fee	89,000	47,928	54%	-	0%
317 - Facilities Renewal & Replacement	506,470	588,338	116%	236,303	47%
318 - Stormwater Impact Fee	50,000	30,855	62%	-	0%
401 - Water/Wastewater Operating Fund	24,001,431	18,086,950	75%	19,060,561	79%
408 - Water/Wastewater E&V Fund	368,000	138,697	38%	-	0%
409 - Water/Wastewater Capital	9,494,412	3,304,285	35%	2,054,273	22%
414 - Water/Wastewater Consolidated Debt	4,753,500	3,952,920	83%	901,172	19%
433 - Reuse Impact Fee Fund	850,000	5,301	1%	9,950	1%
434 - Water Impact Fee	725,000	429,865	59%	84,245	12%
435 - Wastewater Impact Fee	4,300,000	436,878	10%	17,260	0%
460 - Solid Waste	9,827,200	8,970,056	91%	11,112,247	113%
502 - Workers Compensation	801,612	662,159	83%	627,289	78%
504 - General Liability	1,460,253	1,296,551	89%	1,597,070	109%
Total	\$ 112,493,789	\$ 81,002,636	72%	\$ 76,009,798	68%

The airport fund has revenue and expense impacts from FAA grants.

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$14.5 million and is based on the taxable value (\$4.6 billion) and the General Fund operating millage (3.761). Actuals to date are \$14.4 million or 99.1% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$3.2 million.

Communication Taxes – Communication service taxes received to date are \$1.15.

Business Tax –Business tax collections amounted to \$144,688. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through July 2023 are \$3.4 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through July 2023, the City received a total of \$3.9 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$955,467 in this category through July.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$47,683.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$1.8 million.

Transfers In –Transfers have been recorded in the amount of \$4 million

Financial Status Report: July 2023

General Fund Revenues - July 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Property Tax	\$ 14,504,485	\$ 14,380,260	\$ 124,225	99.1%	\$ 13,300,987	\$ 1,079,274	8.11%
Utility Taxes	4,260,000	3,214,860	1,045,140	75.5%	3,180,398	34,462	1.08%
Communication Tax Receipts	1,590,000	1,148,573	441,427	72.2%	1,088,492	60,081	5.52%
Business Tax	283,500	144,688	138,812	51.0%	139,038	5,650	4.06%
Licenses, Permits & Fees	4,654,350	3,355,116	1,299,234	72.1%	3,062,216	292,901	9.56%
Intergovernmental	4,890,300	3,860,708	1,029,592	78.9%	3,614,817	245,891	6.80%
Charges for Services	968,000	955,467	12,533	98.7%	931,789	23,678	2.54%
Fines & Forfeitures	73,000	47,683	25,317	65.3%	46,451	1,232	2.65%
Miscellaneous Revenues	3,434,319	1,767,187	1,667,132	51.5%	1,436,899	330,288	22.99%
Transfers In	4,779,108	3,982,590	796,518	83.3%	3,891,410	91,180	2.34%
Use of Fund Balance	2,085,427	-	2,085,427	0.0%	-	-	0.00%
	\$ 41,522,489	\$ 32,857,131	\$ 8,665,358	79.1%	\$ 30,692,496	\$ 2,164,636	7.05%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process
Penland Property Purchase	\$158,000.00	8/16/2022	Resolution 2022-17
Fire Station 91 Generator	\$80,942.00	1/24/2023	Resolution 2023-39
SONC Backboards	\$90,000.00	1/10/2023	Resolution 2023-21
Police and Fire Impact Study	\$31,500.00	10/5/2022	Resolution 2022-121
Performing Art Center Lobby	\$407,000.00	3/21/2023	Resolution 2023-64
Telecommunication Evaluation	\$52,000.00	4/18/2023	Resolution 2023-79

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$26.5 million of the General Fund gross budget. Expenditures through July 2023 were \$21 million or 79% of the budget amount.

Operating Expenditures - This category includes \$12 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through July 2023, \$9.5 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$208,414. \$122,653 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2.2 million with \$1.9 million made through July 2023.

Financial Status Report: July 2023

General Fund Expenditures - July 2023							
	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
City Commission	\$ 393,342	\$ 335,942	\$ 57,400	85.4%	\$ 300,367	\$ 35,574	11.84%
City Administration	750,099	573,873	176,226	76.5%	556,807	17,066	3.07%
Support Services	458,818	354,999	103,819	77.4%	376,719	(21,720)	-5.77%
City Attorney	861,962	699,097	162,865	81.1%	692,638	6,459	0.93%
Legislation & Policy	2,464,221	1,963,911	500,310	79.7%	1,926,531	37,379	1.94%
Finance	1,081,904	836,463	245,441	77.3%	789,545	46,918	5.94%
Information Technology	1,140,518	893,404	247,114	78.3%	637,020	256,384	40.25%
Human Resources	505,117	474,517	30,600	93.9%	366,432	108,085	29.50%
Planning	711,727	561,443	150,284	78.9%	525,129	36,313	6.92%
Building Inspections	1,163,670	868,339	295,331	74.6%	850,986	17,353	2.04%
Police Administration	1,098,183	764,172	334,011	69.6%	757,933	6,238	0.82%
Police Operations	6,871,060	5,482,410	1,388,650	79.8%	4,924,687	557,724	11.33%
Community Outreach	587,579	445,730	141,849	75.9%	438,583	7,147	1.63%
Criminal Investigations	1,491,988	1,062,489	429,499	71.2%	1,070,796	(8,307)	-0.78%
Community Services	438,297	341,666	96,631	78.0%	316,357	25,309	8.00%
Records	194,023	134,624	59,399	69.4%	147,794	(13,170)	-8.91%
Neighborhood Impr.	460,629	333,846	126,783	72.5%	315,217	18,630	5.91%
Police	11,141,759	8,564,937	2,576,822	76.9%	7,971,366	593,571	7.45%
Fire	6,731,586	5,687,839	1,043,747	84.5%	5,727,921	(40,082)	-0.70%
Streets	2,525,485	1,837,380	688,105	72.8%	1,869,024	(31,644)	-1.69%
Engineering	1,201,983	899,016	302,967	74.8%	910,453	(11,436)	-1.26%
Fleet	1,908,683	1,507,961	400,722	79.0%	1,367,411	140,550	10.28%
Public Works	5,636,151	4,244,358	1,391,793	75.3%	4,146,888	97,470	2.35%
Economic Development	400,799	275,988	124,811	68.9%	240,483	35,505	14.76%
Building Maintenance	928,047	811,325	116,723	87.4%	679,115	132,209	19.47%
Administration	795,835	531,937	263,898	66.8%	602,704	(70,766)	-11.74%
Nova Recreation	350,757	314,415	36,342	89.6%	264,605	49,811	18.82%
S. Ormond Neigh. Center	369,318	292,461	76,857	79.2%	219,122	73,339	33.47%
Athletic Fields Mnt.	1,586,785	1,174,438	412,347	74.0%	1,049,993	124,445	11.85%
Parks	2,445,146	2,032,215	412,931	83.1%	1,950,763	81,452	4.18%
Environmental Learning	176,349	160,700	15,649	91.1%	119,966	40,734	33.95%
The Casements	357,694	271,427	86,267	75.9%	232,646	38,781	16.67%
Performing Arts Center	301,196	225,185	76,011	74.8%	237,074	(11,889)	-5.02%
Senior Center	99,637	69,779	29,858	70.0%	63,202	6,577	10.41%
Community Events	252,034	194,387	57,647	77.1%	185,069	9,318	5.03%
Leisure Services	7,662,798	6,078,269	1,584,529	79.3%	5,604,259	474,010	8.46%
Grants & Aid*	91,528	68,615	22,913	75.0%	88,615	(20,000)	-22.57%
Transfers	2,246,345	1,871,940	374,405	83.3%	2,384,450	(512,510)	-21.49%
Contingency	544,366	-	544,366	0.0%	-	-	0.00%
Total	\$ 41,522,489	\$ 32,390,022	\$ 9,132,467	78.0%	\$ 31,259,624	\$ 1,130,397	3.62%

Financial Status Report:
July 2023

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$911,308 with \$951,005 collected year to date. The City's budgeted contribution is \$525,545.

Expenditures – A total of \$265,029 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - July 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	911,308	951,005	(39,697)	104.4%	810,205	140,800	17.4%
Miscellaneous	500	54,695	(54,195)	10939.1%	30	54,665	182217.8%
Transfers In	525,545	437,950	87,595	83.3%	436,870	1,080	0.2%
Use of Fund Balance		-	-	0.0%	-	-	0.0%
	\$ 1,437,353	\$ 1,443,651	\$ (6,298)	100.4%	\$ 1,247,105	\$ 196,546	15.76%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Planning	\$ 66,050	\$ 53,014	\$ 13,036	80.3%	\$ 65,970	\$ (12,956)	-19.6%
Public Works	148,961	38,646	110,315	25.9%	8,163	30,483	373.4%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	184,500	173,369	11,131	94.0%	137,325	36,044	26.2%
Contingency	837,842	-	837,842	0.0%	-	-	0.0%
	\$ 1,437,353	\$ 265,029	\$ 1,172,324	18.4%	\$ 211,458	\$ 53,571	25.33%

Financial Status Report:
July 2023

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.5 million with \$2.2 million received through July 2023.

Expenditures – The budget for stormwater expenses is \$2.5 million with \$1.8 million spent to date. Transfers of \$184,700 have been made year to date.

Stormwater Fund Revenues - July 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	2,161,158	363,842	85.6%	2,136,306	24,852	1.16%
Miscellaneous	500	97,533	(97,033)	19506.6%	89	97,444	109487.91%
Intergovernmental	-	-	-	0.0%	335,628	(335,628)	-100.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	\$ 2,525,500	\$ 2,258,691	\$ 266,809	89.4%	\$ 2,472,023	\$ (213,332)	-8.63%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Maintenance	2,208,419	1,635,042	573,377	74.0%	1,631,307	3,734	0.23%
Engineering Support	\$ 74,939		\$ 74,939	0.0%	\$ -	\$ -	0.00%
Transfers Out	221,640	184,700	36,940	83.3%	164,420	20,280	12.33%
Contingency	20,502	-	20,502	0.0%	-	-	0.00%
	\$ 2,525,500	\$ 1,819,742	\$ 705,758	72.1%	\$ 1,795,727	\$ 24,014	1.34%

Financial Status Report:
July 2023

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.9 million with \$17.7 million collected year to date. The revenue also includes \$354,910 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$12.6 million with \$9.6 million expended to date. The budget also includes \$11.4 million in transfers of which \$9.5 million has been made through July 2023.

Water/Wastewater Fund Revenues - July 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,930,000	\$ 17,662,851	\$ 3,267,149	84.4%	\$ 16,931,053	\$ 731,798	4.32%
Miscellaneous	15,000	69,189	(54,189)	461.3%	3,740	65,449	1749.93%
Transfers In	425,887	354,910	70,977	83.3%	291,710	63,200	21.67%
Intergovernmental	-	-	-	0.0%	16,322	(16,322)	0.00%
Use of Fund Balance	2,630,544	-	2,630,544	0.0%	-	-	0.00%
	\$ 24,001,431	\$ 18,086,950	\$ 5,914,481	75.4%	\$ 17,242,825	\$ 844,125	4.90%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Utility Billing	\$ 2,467,103	\$ 1,387,187	\$ 1,079,916	56.2%	\$ 1,343,622	\$ 43,565	3.24%
Water Production	3,803,802	3,088,237	715,565	81.2%	2,560,094	528,143	20.63%
Water Distribution	1,431,645	1,215,989	215,656	84.9%	978,730	237,259	24.24%
Wastewater Treatment	3,352,389	2,816,672	535,717	84.0%	2,410,349	406,323	16.86%
Wastewater Collection	1,591,328	1,089,836	501,492	68.5%	1,045,035	44,801	4.29%
Transfers Out	11,355,164	9,462,640	1,892,524	83.3%	8,825,640	637,000	7.22%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 24,001,431	\$ 19,060,561	\$ 4,940,870	79.4%	\$ 17,163,470	\$ 1,897,090	11.05%

Financial Status Report:
July 2023

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$1.7 million in franchise fees and \$7.2 million in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are \$11 million. This has seen a tremendous increase over this time in prior year due to hurricane Ian. Hurricane Ian has accounted for \$1.7 million within this fund thus far.

Solid Waste Fund Revenues - July 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Franchise Fees	\$ 1,648,000	\$ 1,741,639	\$ (93,639)	105.7%	\$ 1,325,827	\$ 415,812	31.36%
User Fees	8,178,200	7,237,919	\$ 940,281	88.5%	6,933,958	303,961	4.38%
Miscellaneous	1,000	(9,501)	\$ 10,501	-950.1%	486	(9,987)	-2055.00%
Intergovernmental	-	-	\$ -	0.0%	2,176	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	\$ 9,827,200	\$ 8,970,056	\$ 857,144	91.3%	\$ 8,262,447	\$ 709,786	8.59%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Collection & Disposal	\$ 7,306,235	\$ 9,042,479	\$ (1,736,244)	123.8%	\$ 5,002,116	\$ 4,040,364	80.77%
Recycling	1,133,960	949,798	184,162	83.8%	754,635	195,163	25.86%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,343,962	1,119,970	223,992	83.3%	959,058	160,912	16.78%
Contingency	43,043	-	43,043	0.0%	-	-	0.00%
	\$ 9,827,200	\$ 11,112,247	\$ (1,285,047)	113.1%	\$ 6,715,809	\$ 4,396,438	65.46%

CIP Status Report as of August 8, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	40%		\$ 203,000	\$ 202,155	17%
		Construction	0%		\$ 865,000		
		Total			\$ 1,068,000	\$ 202,155	
Downtown Upgrades/Improvements City Hall Landscaping		Design/Bidding	95%			In-House	
		Construction	0%		\$ 60,000		
		Total			\$ 60,000	\$ -	
Downtown Sidewalk Renovations/Banding		Design/Bidding	100%	12/6/2022		In-House	
		Construction	0%		\$ 1,400,000	\$ 2,818,050	0%
		Total			\$ 1,400,000	\$ 2,818,050	
Downtown East Granada Utility Undergrounding		Design/Bidding	95%		\$ 20,000	\$ 27,500	75%
		Construction	0%		\$ 100,000		
		Total			\$ 120,000	\$ 27,500	
Fund 110 - Economic Development							
Business Park Drive Ph II		Design/Bidding	100%		\$ 195,000	\$ 104,695	100%
		Construction	0%		\$ 1,112,000		
		Total			\$ 1,307,000	\$ 104,695	
Fund 301 - General Fund							
CDBG North Ridgewood Sidewalk Improvements	CDBG 100%	Design/Bidding	100%	6/6/2023		In-House	
		Construction	0%		\$ 151,165	\$ 118,224	
		Total			\$ 151,165	\$ 118,224	
PD Roof Replacement		Design/Bidding	95%			In-House	
		Construction			\$ 345,000		
		Total			\$ 345,000	\$ -	
PD HVAC Upgrades		Design/Bidding	100%	7/19/2022	\$ 37,000	\$ 37,416	86%
		Construction	40%		\$ 225,000	\$ 598,596	26%
		Total			\$ 262,000	\$ 636,012	
PAC Renovations	ECHO \$600,000	Design/Bidding	100%	3/21/2023	\$ 77,000	\$ 76,536	70%
		Construction	30%		\$ 1,630,000	\$ 1,726,865	30%
		Total			\$ 1,707,000	\$ 1,803,401	
Fund 308 - Transportation							
Doug Thomas Way Extension		Design/Bidding	100%		\$ 90,000	\$ 88,800	99%
		Construction	0%		\$ 792,000		
		Total			\$ 882,000	\$ 88,800	
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park		Design/Bidding	100%	5/16/2023		In-House	
		Construction	40%		\$ 97,000	\$ 96,735	0%
		Total			\$ 97,000	\$ 96,735	
SONC Rental Pavilion Replacement		Design/Bidding	100%	5/16/2023		In-House	
		Construction	40%		\$ 65,000	\$ 90,335	0%
		Total			\$ 65,000	\$ 90,335	

CIP Status Report as of August 8, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 409 - Water/Wastewater System Improvements							
Shadow Crossings Reuse Pump Facility Upgrades		Design/Bidding	34%		\$ 46,000	\$ 46,390	34%
		Construction	0%		\$ 240,000		
		Total			\$ 286,000	\$ 46,390	
WTP Aeration, Clearwell & Splitter Box (Bids Rejected-will split into 2 smaller projects)		Design/Bidding	100%	6/2/2023	\$ 247,500	\$ 189,266	99%
		Construction	0%		\$ 1,484,000		
		Total			\$ 1,731,500	\$ 189,266	
WRF Clarifier Improvements		Design/Bidding	100%	8/16/2022	in WRF Upgrades Design		100%
		Construction	100%		\$ 550,000	\$ 546,700	92%
		Total			\$ 550,000	\$ 546,700	
WRF Upgrades		Design/Bidding	95%		\$ 136,000	\$ 135,642	89%
		Construction	0%		\$ 2,000,000		
		Total			\$ 2,136,000	\$ 135,642	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2 - Topographic Route Survey	SJRWMD & FDEP	Design/Bidding	30%		\$ 150,000	\$ 81,840	0%
		Construction	0%				
		Total	0%		\$ 1,100,000		
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	35%		\$ 300,000	\$ 292,964	34%
		Construction	0%		\$ 1,300,000		
		Total	0%		\$ 1,600,000	\$ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	0%		\$ 160,000	\$ 83,760	0%
		Construction	0%		\$ 1,440,000		0%
		Total	0%		\$ 1,600,000	\$ 83,760	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	14%		\$ 270,000	\$ 272,800	14%
		Construction	0%		\$ 2,430,000		0%
		Total	0%		\$ 2,700,000	\$ 272,800	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-Roof Replacement Bailey Riverbridge		Design/Bidding	95%			In-House	
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Hurricane Ian-Roof Replacement Ames House		Design/Bidding	95%			In-House	
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Hurricane Ian-Shade Structure Replacements		Design/Bidding	95%			In-House	
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Hurricane Ian-ARBP Seawall		Design/Bidding	0%				
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Annual Projects Fund 107 - Stormwater							
2023 Storm & Sewer Lining		Design/Bidding	100%	3/21/2023		In-House	
		Construction	100%	7/7/2023	\$ 950,000	\$ 980,464	99%
		Total			\$ 950,000	\$ 980,464	
Stormwater Construction - Arbor Drive South		Design/Bidding	95%			In-House	
		Construction			\$ 250,000		
		Total			\$ 250,000	\$ -	

CIP Status Report as of August 8, 2023

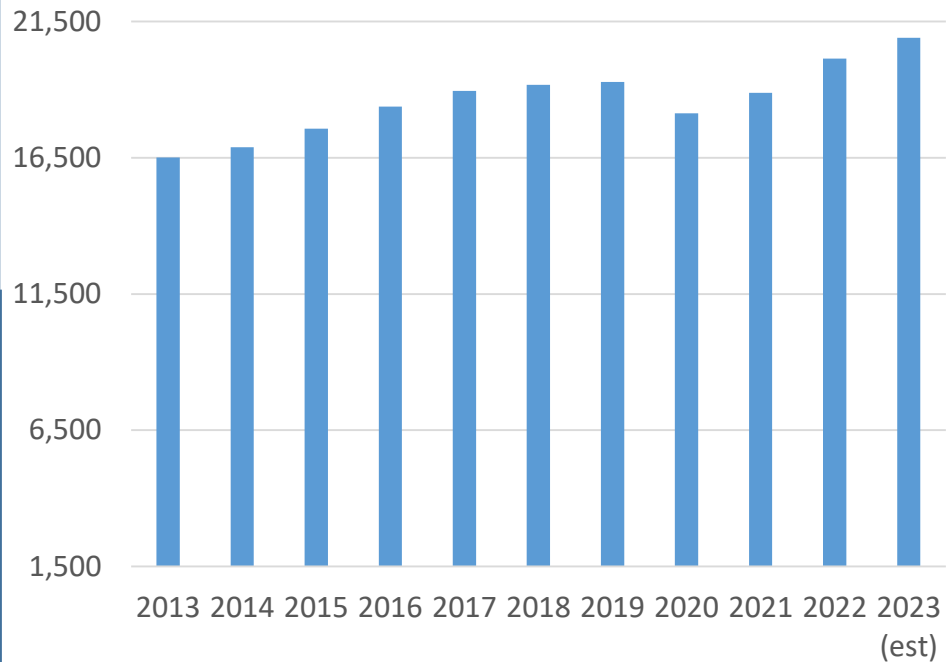
Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Annual Projects Fund 308 - Transportation							
2023 Roadway Resurfacing		Design/Bidding	100%	7/18/2023		In-House	
		Construction	5%		\$ 750,000	\$ 1,023,129	
		Total			\$ 750,000	\$ 1,023,129	
2023 Sidewalk Repair/Replacement Spring Meadows		Design/Bidding	95%			In-House	
		Construction	0%		\$ 302,500		
		Total			\$ 302,500	\$ -	
Annual Projects Fund 317 - Facility R & R							
Shell Parking		Design/Bidding	100%	5/16/2023		In-House	
		Construction	100%	7/28/2023	\$ 51,000	\$ 50,665	100%
		Total			\$ 51,000		
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation 11M & OBSC3		Design/Bidding	100%	5/2/2023		In-House	
		Construction	15%		\$ 350,000	\$ 398,250	0%
		Total			\$ 350,000	\$ 398,250	
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	50%		\$ 165,000	\$ 164,612	34%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

July, 2023

Ormond Beach Employment Trend



Ormond Beach
June Employment

20,904

This is up 3.8% from last year

Ormond Beach
Unemployment Rate

2.9%

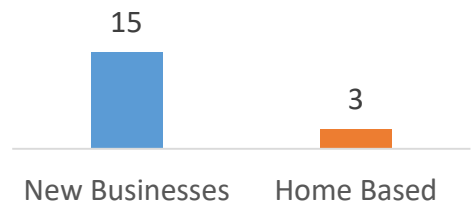
Total Permits Issued
July

459

Permit Valuation for
July

\$10.4m

Total OB Business Tax
Receipts in July



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,613,495	5.8%	\$21.62	6.1%
Industrial	2,928,224	1.5%	\$10.41	1.0%
Retail	4,125,154	1.2%	\$10.86	1.6%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



This Month's Takeaways

July, 2023

Notes and Updates:

- **Employment for June** was 20,904 up 4.5% from the same month last year. The unemployment rate is 2.9%. Since January 2023 employment was up 3.0% (611).
- **Permits and Business Tax Receipt** data through July indicate total permits issued since January is 3,614 with an associated construction value of \$79.9 million. Business Tax Receipts to new commercial businesses in Ormond Beach since January is 140 for bricks and mortar locations and 55 for Home Based Businesses.
- **The commercial real estate market** remains competitive regionally. Vacancy is low among all the asset classes especially within industrial and retail. Vacancy rates continue to tighten as inventory among industrial space is harder to find. Rental rates continue to have year-over-year increases as supply is tighter demand increases. There has been high activity generally across the Volusia County area within commercial real estate.
- **The City of Ormond Beach Economic Development** department and SCORE established a business assistance center for local business owners and entrepreneurs to get practical advice from experienced executives. SCORE will be available to walk-ins for counseling sessions and mentorship on Thursdays from 10:00 am to 3:00 pm on the second floor of City Hall. SCORE members are also be available to meet Ormond Beach business owners and entrepreneurs by appointment at their office or online.
- **Ormond Beach business in the tourism and retail industry** have an advantage with access to SizeUp Ormond Beach is a free tool available to Ormond Beach businesses that allows small businesses access to data and market research to rank their business performance to industry competitors. The tool can also be used to identify suppliers and Business to Business customers. It can be accessed at the following link: <https://sizeup.info/ormondbeach>

Thank you,
Brian Rademacher
Economic Development Director

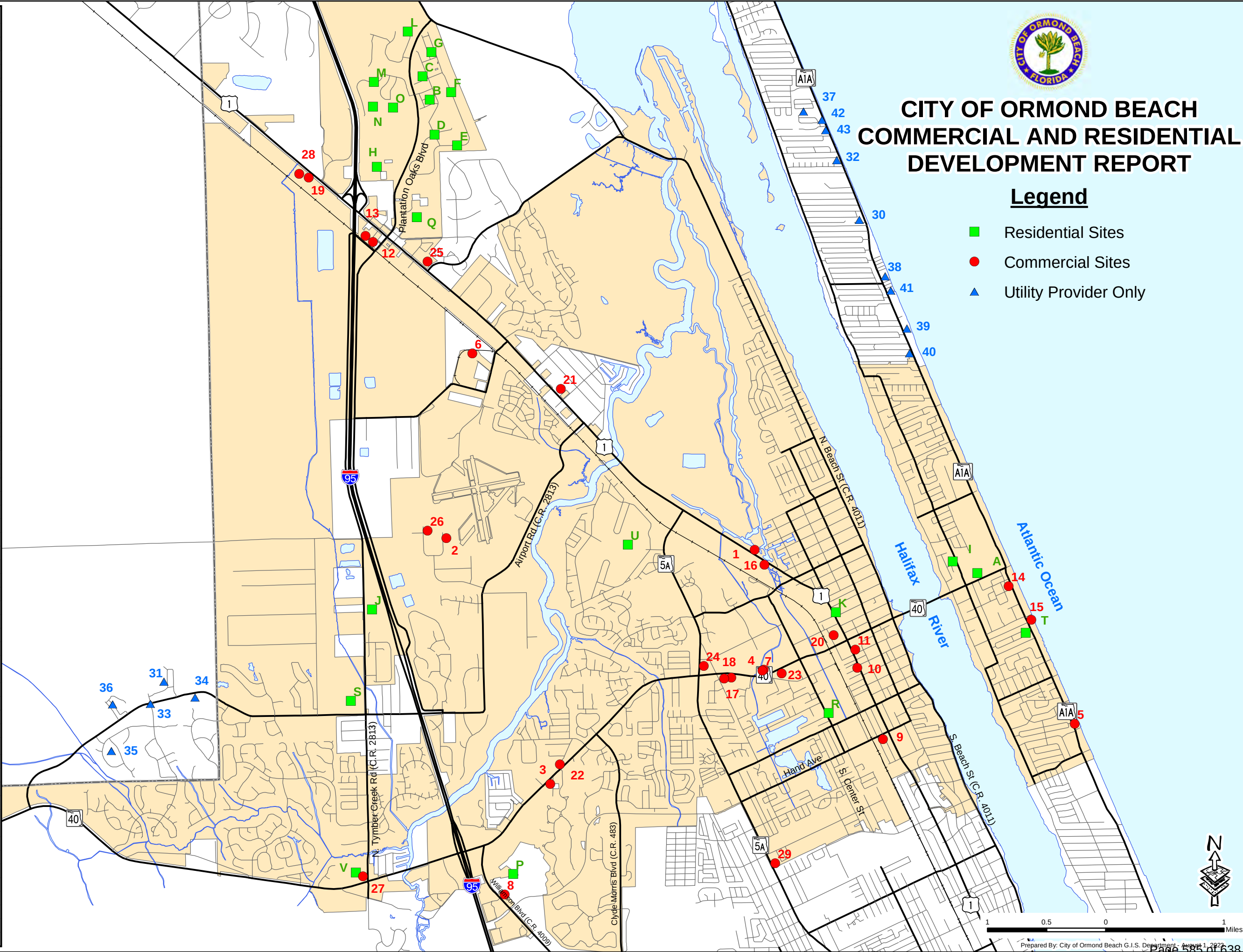


CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill Phase 1 - Final Plat
C	Archers Mill Phase 2 - Preliminary Plat
D	Archers Mill Phase 3 - Preliminary Plat
E	Archers Mill Phase 4 - Preliminary Plat
F	Archers Mill Phase 5 - Preliminary Plat
G	Archers Mill Phase 6 - Preliminary Plat
H	Bradford Lakes
I	Cupola at Oceanside
J	Enclave - Preliminary Plat
K	Ormond Enclave (FKA Courtyards)
L	Plantation Oaks - 1A (Tiger Oaks)
M	Plantation Oaks - 2B
N	Plantation Oaks - 2C
O	Plantation Oaks - 2D
P	Regal Multifamily
Q	Ridgehaven
R	Stanton Grove
S	Tattersall at Tymber Creek
T	Tides Edge
U	Tomoka Reserve
V	Tymber Creek Apartments
COMMERCIAL PROJECTS	
1	783 North US Hwy 1 - Campana
2	Beach House Graphics
3	Complete Cardiology Expansion
4	Culvers Restaurant
5	Georgian Inn Recreation
6	Halifax Paving Office
7	IHOP
8	Love Whole Food Expansion
9	McNamara Warehouse
10	MetroNet
11	Mister Car Wash
12	North Interchange Industrial Flex Space
13	North Interchange Self Storage
14	Ocean Club Ormond Beach
15	Ormond Beach Holdings LLC
16	Ormond Beach Self Storage
17	Ormond Central
18	Ormond Central Self Storage
19	Ormond Gateway Revision
20	Perrott Depot Revision
21	Public House Restaurant
22	Revella at Ormond Beach ALF
23	Shoppes at Granada Pointe
24	Splash Car Wash
25	Stor - It
26	Valiant Diners Expansion - Phase 3
27	Walgreens/Commerical Area Improvements
28	Wawa
29	Winkler Cabinetry
ORMOND BEACH - UTILITY PROVIDER ONLY	
30	101 Town and Country Lane
31	Celedine Subdivision (Flagler)
32	Corinthian Villas
33	Force Main Extension (Flagler)
34	Hunters Ridge Storage Site
35	Huntington Forcemain Extension (Flagler)
36	Iris Subdivision (Flagler)
37	Ocean Village Townhomes
38	Regency Plaza Condominium
39	Sands Point Condominium
40	Surf Style
41	Traders Inn Beach Club
42	Verona Oceanside
43	Villas at Spanish Waters



City of Ormond Beach Commercial Development Report, as of August 1, 2023

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status									Project nearing completion							Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	783 N US HWY 1, CAMPANA 783 North U.S. Highway 1 PZ# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	\$80,000	Issued 05.27.16	\$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana
2	BEACH HOUSE GRAPHICS 9 East tower Circle PZ#23-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23	04.06.23			Not applicable	Not applicable	Not applicable	04.17.23	04.17.25		Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.
3	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ#2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	20%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
4	CULVER'S RESTAURANT 655 West Granada Boulevard PZ#2-23-008	Construction of a 4,460 square foot drive thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
5	GEORGIAN INN RECREATION 749 South Atlantic Avenue PZ#2022-067	Construction of a 1,212 square foot recreation building and amenities for the Georgian Inn on a 0.72 acre parcel.	06.14.22	06.26.22	10.06.22			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Georgian Inn Beach Club Association, Inc.
6	HALIFAX PAVING OFFICE 860 Hull Road PZ#2023-013	Construct a new 8,800 square foot office. Property currently in unincorporated Volusia County.	12.20.22	01.17.23	03.27.23	05.02.23		Not applicable	Not applicable	Not applicable	05.31.23			Issued 07.21.23	\$1,500,000	Issued 06.09.23	\$390,000	10%		E = Parker Mynchenberg & Associates, Inc. O = Halifax Paving
7	IHOP 675 West Granada Boulevard PZ#2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable				Early Review	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
8	LOVE WHOLE FOOD EXPANSION 275 Williamson Boulevard PZ# 2021-096	Addition of a 4,765 square foot building at the existing Love Whole property and associated site improvements.	10.06.21	10.24.21	04.19.22	04.26.22		Not applicable	Not applicable	Not applicable	06.10.22; 12.19.22	Under Constr.		Issued 11.14.23	\$985,000	Issued 11.14.23	\$151,149	60%		E = Zev Cohen & Associates, Inc. O = Love Whole Foods
9	McNAMARA WAREHOUSE 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	Under Constr.		Issued 09.01.21	\$66,177	Issued	\$2,000	90%		E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction
10	METRONET 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23	Under Constr.		Issued 02.24.23	\$180,000	Issued 02.02.23	\$180,000	75%		E = Metro Fibernet LLC O = Coast to Coast Construction
11	MISTER CAR WASH 49 South Yonge Street PZ# 2023-045	Modifications to existing car wash. Close driveway entrance on US1, add vacuum stalls, add landscaping.	03.29.23	04.06.23	05.12.23	DUE 08.09.23		Not applicable	06.08.23 (Approved)	07.18.23				Not applied	Not applied	Not applied	Not applied			E - Caprine O = National Retail Properties, LP
12	NORTH INTERCHANGE INDUSTRIAL FLEX SPACE 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
13	NORTH INTERCHANGE SELF STORAGE 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Approved 01.27.23	\$714,572			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
14	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF)and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	Under Constr.		Issued 11.03.22	\$1,800,000	Issued 12.07.22	\$549,000	60%		E = The Performance Group O = 88 South Atlantic, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247																				
		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
15	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 Approved	05.24.23	05.24.25		Early Review	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP/O = Ormond Beach Holdings, LLC
16	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable				Early Review	A = \$9,039,174 B= \$240,741 C= \$665,681 D= \$294,240 E= \$294,240 F= \$9,796,008 G= \$1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
17	ORMOND CENTRAL 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.73 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recom- mended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Under Constr.		Not Applicable	Not Applicable	Issued 11.01.22	\$907,057	65%		O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.
18	ORMOND CENTRAL SELF STORAGE 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved 5-0	01.24.23 (Approved) & 02.07.23	02.10.23	02.10.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
19	ORMOND GATEWAY REVISION 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
20	PERROTT DEPOT REVISION 29 North Perrott Drive PZ #2021-029	Add additional storage building of 4,972 square feet	01.18.23	02.07.23	05.02.23			02.17.21	Not applicable	Not applicable	05.30.23	Pending		Issued 07.16.23	\$613,247	Issued 07.11.23	\$100,000			E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
21	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ#2023-048	Proposed 6,316 square foot restaurant and site improvements	04.26.23	05.11.23	DUE 08.08.23			Required	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
22	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	Under Constr.		Issued 11.08.22	\$29,723,266	Issued 04.26.22	\$2,184,284	70%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
23	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ# 2019-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	Under Constr.	12.14.22	Not applied	Not applied	Issued 03.11.22	\$486,082	0%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
24	SPLASH CAR WASH 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	05.16.23	Under Constr.		Issued 06.08.23	1,500,000	Issued 05.08.23	\$976,942	45%		E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
25	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approve 5-0	01.24.23 (Approved) & 02.07.23	04.20.23	Under Constr.		Not applied	Not applied	Issued 06.13.23	\$821,773	5%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
26	VALIANT DINERS EXPASNION, PHASE 3 15 West Tower Circle PZ# 2022-027	Expansion of existing facility with a 11,250 square foot building and associated site improvements	02.21.22	03.09.22	08.09.22	09.16.22	10.22.22	Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 11.16.22	\$1,258,313	Issued 12.07.22	\$240,000	80%		E = Zev Cohen & Associates O = Padwell Holdings, LLC
27	WALGREENS/COMMERCIAL AREA IMPROVEMENTS 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
28	WAWA 1670 North U.S. Highway 1 PZ-23-076	Pending submittal. Proposed 6,119 square foot convenience store with 20 fueling stations and associated site improvements.																		E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
29	WINKLER CABINETRY 1041 South Nova Road PZ#2023-029	Site improvements (parking and landscaping) associated with a change of use.	02.16.23	02.23.23				Not applicable	Not applicable	Not applicable	03.28.23	Under Constr.		Not applied	Not applied	Issued	\$31,909	30%		E = Mark Dowst & Associates, Inc. O = Ormond Properties LLC

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247																				
		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
30	101 TOWN & COUNTRY LANE 101 Town & Country Lane PZ #2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	Not applicable	Not applicable	Utilities only Issued 09.11.2019	\$126,650	40%		E = Ultra Design Consultant, Inc.
31	CELEDINE SUBDIVISION (FLAGLER) PZ# 2021-069 Flagler County	Utility connection for 99 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	08.30.21	10.19.21		Outside City	Outside City	Outside City	11.22.21	Under Constr.		Not applicable	Not applicable	Issued 06.24.22	\$1,073,894 utilities only	95%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
32	CORINTHIAN VILLAS PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Clearwater Solutions, LLC O = Corinthian Villas
33	FORCE MAIN EXTENSION (FLAGLER) PZ# 2021-070 Airport Road right-of-way	Force main extension in Flagler County (Hunter's Ridge DRI) along Airport Road	05.12.21	06.07.21	08.30.21			Outside City	Outside City	Outside City	08.31.21	Under Constr.		Not applicable	Not applicable	Issued 06.20.22	\$834,160 utilities only	98%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	HUNTER'S RIDGE STORAGE SITE 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22	12.20.24		Not applicable	Not applicable	Approved	\$22,590			E = Alann Engineering Group O = Preston Court II, LLC
35	HUNTINGTON FORCE MAIN EXTENSION Huntington subdivision PZ #-19-024(A)	Force main extension within the Huntington subdivision	08.19.19	09.10.19				Outside City	Outside City	Outside City	04.29.20	Under Constr.		Not applicable	Not applicable	Approved (21-7125) 09.27.21	\$117,025	98%		E = Zev Cohen and Associates, Inc.
36	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge)	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	Under constr.		Not applicable	Not applicable	Not applied	Not applied	80% forcemain		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
37	OCEAN VILLAGE TOWNHOMES 90 Verona Vista Ct. PZ# 2020-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	Under Constr.	NA	Not applicable	Not applicable	Issued 11.02.21	\$139,028	95%		E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine
38	REGENCY PLAZA CONDOMINIUM 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for a 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Not applied	Not applied			E = Saltus Engineering, Inc. O = Regency Plaza Condominium
39	SANDS POINT CONDOMINIUM 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for a 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Not applied	Not applied			E = Robert Marshall. P.E. O = Sands Point Condominium
40	SURF STYLE 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
41	TRADERS INN BEACH CLUB 1355 Ocean Shore Boulevard PZ #2022-031	Connection to city sewer services, including lift station.	03.10.22	03.16.22				Outside City	Outside City	Outside City	04.08.22	Under Constr.		Not applicable	Not applicable	Issued 11.17.22	\$145,475	95%		E - Mark Dowst & Associates O = Traders Inn Beach Club Association, Inc.
42	VERONA OCEANSIDE PZ #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	Under Constr.	NA	Not applicable	Not applicable	Utilities only Issued 05.19.21	\$117,270	95%		O = MHK Of Volusia County E = Parker Mynchenberg & Associates
43	VILLAS AT SPANISH WATERS 2120 Ocean Shore Boulevard PZ#2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of August 1, 2023

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc- tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	121 EAST 121 East Granada Boulevard PZ #2022-098	Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23			03.14.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	ARCHER'S MILL, PHASE 1 Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12,05.22 Approved	01.10.23 Approved	02.22.23	Under construction		Issued 02.22.23	\$4,920,754.00	40%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
B	ARCHER'S MILL, PHASE 1 FINAL PLAT Plantation Oaks Boulevard	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	04.05.23	04.20.23				Not Required	08.10.23	09.20.23		Under construction		See Archer's Mill above	See Archer's Mill above		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	ARCHER'S MILL, PHASE 2 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-051	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.22.23	DUE 08.08.23			Not Required	06.08.23 (Approved)	07.18.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL, PHASE 3 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	DUE 08.09.23			Not Required	06.08.23 (Approved)	07.18.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL, PHASE 4 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23				Not Required	08.10.23	09.20.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	ARCHER'S MILL, PHASE 5 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23				Not Required	08.10.23	09.20.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	ARCHER'S MILL, PHASE 6 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23				Not Required	08.10.23	09.20.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
H	BRADFORD LAKES Plantation Oaks Boulevard PZ# 2023-042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23	07.19.23			Not Required	08.10.23	09.20.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
I	CUPOLA AT OCEANSIDE 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements.	05.17.21	06.22.21				Completed	Approved	Approved	08.25.21	Under construction	Under construction	Issued 09.03.21	\$548,099	90%	E - Newkirk Engineering O = Halifax Enterprises LLC APP = Halifax Enterprises LLC
J	ENCLAVE PRELIMINARY PLAT 475 North Tymber Creek Road PZ# 2023-066	12 lots on 26.17 acres.	06.05.21	06.15.23	DUE 08.09.23			Not Required	Required	Required							E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
K	ORMOND ENCLAVE (FKA COURTYARDS) 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
L	PLANTATION OAKS, 1A (TIGER OAKS) 1395 Fountain View Street PZ# 2020-029	Development of 121 lots on 100.91 acres. Preliminary plat. Single family homes. , Plantation Oaks PRD (Phase 1)	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21 Approved	CC 06.01.21 Approved	08.27.21	Under construction	Under construction	Issued 09.17.21	\$3,400,200	Pending Certificate of Completion	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of August 1, 2023

M	PLANTATION OAKS, 2B 2389 Destrenan Drive PZ# 2020-024	Development of 125 lots on 89.16 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 03.29.2021	\$2,390,520	Pending Certificate of Completion	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$3,044,572	40%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$1,784,746	30%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	REGAL MULTIFAMILY 215 Williamson Boulevard PZ-22-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 Approved	07.19.22 & 08.03.22 Approved	02.01.23	Under review	\$28,712,895 \$26,655,146 \$1,323,736	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
Q	RIDGEHAVEN Plantation Oaks Boulevard & Addison Drive PZ-22-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22		04.13.23 Approved	05.16.23 & 06.06.23 Approved	Pending			Not applied	Not applied		O = Snilloc Family Limited Partnership E = Parker Mynchenberg & Associates, Inc. APP = RidgeHaven LLC
R	STANTON GROVE 183 South Orchard PZ-22-062	21 unit rental townhome project consisting of three buildings on 3.92 acres.	05.27.22	06.13.22	8.25.22	09.07.22	09.23.22	Not required	Not required	Not required	10.29.22	10.29.24	Not applied	Not applied	Not applied		E = Newkirk Engineering O = Stanton Grove, LLC
S	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23				Required	Required	Required				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
T	TIDES EDGE 264 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
T	TIDES AT ORMOND BEACH FINAL PLAT 264 South Atlantic Avenue PZ# 2023-062	Final Pat for 15 single-family lots.	05.24.23	06.06.23				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
U	TOMOKA RESERVE 20 Tomoka Oaks Boulevard PZ#-2022-043	Establishment of a Development Order for the former Tomoka Oaks Golf Course property of 147.94 acres. The application seeks 300 residential units or 2.03 units per acre	04.20.22	05.03.22	02.21.23	05.11.23	06.28.23	02.08.23	07.13.23 (continued) 08.21.23	Required				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
U	TOMOKA RESERVE, ZMA TO R-2 20 Tomoka Oaks Boulevard PZ#23-054	Zoning Map Amendment from PRD to R-2 if the Tomoka Reserve development order amendment is denied.	05.04.23	06.01.23				Not Required	Required	Required				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
V	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard PZ#2022-008	300 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	12.27.21	04.28.22	06.23.22 05.08.23	9th 06.20.23	06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)				Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

Planning public hearing items

		City Commission items			
File Number	Item	Description	Planning Board	City Commission, 1st reading or only	City Commission, 2nd reading
ZMA 2021-079(A)	Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD	This is a request from CST Holdings, LLC., for a Zoning Map Amendment for 0.34+ acres portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development.	June 8,2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
ZMA 2021-079(B)	Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD	This is a request from CST Holdings, LLC., for a Zoning Map Amendment for a 0.72+ acres portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to PRD, Planned Residential Development.	June 8,2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
DO 2021-079(C)	Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order	This is a request from CST Holdings, LLC., for the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34+ acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet that shall remain. The project would have zoning designations of PBD, Planned Business Development and PRD, Planned Residential Development.	June 8,2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
ZMA 2022-098(A)	121 East, 121 East Granada Boulevard, Planned Business Development	This is a request from Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC., for a Zoning Map Amendment from B-4, Central Business to PBD, Planned Business Development for the 0.76+ acre property located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Area.	June 8,2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
DO 2022-098(B), 121 East	121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order	This is a request from Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC., for the issuance of a development order for 24 multi-family residential units and associated site improvements on 0.76+ acres located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Area.	June 8,2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
FLUM 2023-055,	860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan Amendment	This is an administrative request for a Large Scale Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would include a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use.	June 8,2023 (Approval)	7/18/2023 (Approved)	To be determined
LDC 2023-056	Creation of the I-2, Heavy Industrial Zoning District	This is an administrative request for the creation of the I-2, Heavy Industrial zoning district, providing use definitions, and creating conditions for conditional and special exception uses. The creation of the I-2, Heavy Industrial zoning district proposes the following Land Development Code amendments: 1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; 2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; 3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations; 4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and 5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exceptions.	June 8,2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
LUPA 23-036	204 Magnolia Drive, Parcel ID 4214-20-02 0011 – Small-Scale Land Use Map Amendment	This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.241-acre property located at 204 Magnolia Drive, Volusia County Parcel ID 4214-20-02-0011 from City "Public/Institutional" (P/I) to City "Low Density Residential" (LDR). The request is to correct an inconsistency with the adopted Zoning District of R-3 (Single-Family Medium Density).	May 11, 2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
LUPA 2023-037	901 Airport Road – Volusia County Parcel ID: 4238-01-40-0010 - Small-Scale Future Land Use Map Amendment	This is a joint request from the City of Ormond Beach and the County of Volusia for an administrative Small-Scale Comprehensive Plan Land Use Map amendment for a portion of property (5.2± acre) located at 901 Airport Road (Volusia County parcel 4238-01-40-0010) from Ormond Beach "Light Industrial/Utilities" to Ormond Beach "Open Space/Conservation".	May 11, 2023 (Approval)	7/18/2023 (Approved)	August 1, 2023
NA	FY 2023-2024 River to Sea Transportation Planning Organization Funding Agreement	This is a renewal of the funding agreement with the River-to-Sea Transportation Planning Organization (R2CTPO) for Fiscal Year (FY) 2023-2024.	NA	August 1, 2023	NA
AX 2023-068	Bradford Park Annexation	This is a voluntary request for an annexation submitted by the property owners, RCM Properties, LLC and Ridge Land Holdings, LLC, for approximately 22.55 acres, to be known as Bradford Park, located south of Pennsylvania Avenue, west of Plantation Oaks Boulevard and east Interstate 95 (Volusia County parcel numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, and 3136-01-01-001a). As part of the annexation, portions of three rights-of-way, Indiana Avenue (0.38 acres), Benton Street (1.83 acres), and Rosemary Street (0.88 acres) are proposed to be annexed. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).	NA	August 15, 2023	NA
NA	Tattersall Subdivision Agreements	This is a request to approve three (3) agreements associated with the Tattersall subdivision. The agreements are: (1) Proportionate Fair Share Agreement, (2) Infrastructure Cost Sharing Agreement, and (3) Temporary Construction Easement Agreement.	NA	August 15, 2023	NA
ZMA 23-038	901 Airport Road, Zoning Map Amendment	This is a joint request from the City of Ormond Beach and the County of Volusia, as property owners, for a zoning map amendment for a 18.6+ acre property located at 901 Airport Road, Volusia County parcel identification number 4238-01-40-0010, from Ormond Beach I-1, Light Industrial to Ormond Beach SE, Special Environmental.	May 11, 2023 (Approval)	August 15, 2023	September 6, 2023
Note: City Commission items are based upon the best information available as of the publishing of this report. City Commission agendas are available at: https://ormondbeach.igm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Planning public hearing items

Board of Adjustment and Appeals - August 2, 2023		
File #	Item	Description
VAR 2023-70	544 South Beach Street, street side/corner yard variance to construct a covered front porch addition	This is a variance request submitted by Michael Gillespie, property owner of 544 South Beach Street. The subject property is zoned as R-2, (Single-Family Low Density). The applicant is requesting a street side/corner yard variance to allow construction of a covered front porch addition. Section 2-13(B)(9)(d) of the Land Development Code requires a street side/corner yard setback of 20 feet. The street side/corner yard setback of the home is currently nonconforming at 8 feet. A variance of 10 feet to the required street side/corner yard setback of 20 feet is requested for a final street side/corner yard setback of 10 feet in order to build a covered front porch addition. The proposed expansion will not further encroach in the nonconforming street side/corner yard.
VAR 2023-71	59 Wye Drive, two rear yard variances for the reconstruction of a single-family residence and a new carport.	This is a variance request submitted by Stewart Stamper, property owner of 59 Wye Drive. The subject property is zoned as R-3, (Single-Family Medium Density). Section 2-15(B)(9)(b) of the Land Development Code requires a rear yard setback of 20 feet. The applicant is requesting two variances to the rear yard for construction of a new single-family residence and carport as follows: Variance 1 – A variance of 11.7 feet to the required rear yard setback of 20 feet is requested for a final rear yard setback of 8.3 feet in order to build a new single-family residence. Variance 2 – A variance of 15 feet to the required rear yard setback of 20 feet is requested for a final rear yard setback of 5 feet in order to build a carport.
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - August 10, 2023		
File #	Item	Description
PP 2023-042	Bradford Lakes, Preliminary Plat	This is a request from Ridge Land Holdings, LLC for a preliminary plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development) consisting of 80 single-family lots on 53.12 acres.
FP 2023-047	Archer's Mill Phase 1	This is a request from Forestar USA Real Estate Group, Inc., for a final plat for a 94 lot single-family subdivision on approximately 42.38 acres. The Archer's Mill Phase 1 subdivision is a part Phase 3 of the Plantation Oaks Planned Residential Development, located on the east side of Plantation Oaks Boulevard.
PP 2023-059	Archer's Mill Phase 4, Preliminary Plat	This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for the Archer's Mill Phase 4 subdivision (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 111 single-family lots on 51.56 acres. The Archer's Mill Phase 4 subdivision is located on the east side of Plantation Oaks Boulevard.
PP 2023-060	Archer's Mill Phase 5, Preliminary Plat	This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for the Archer's Mill Phase 5 subdivision (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 114 single-family lots on 92.71 acres. The Archer's Mill Phase 5 subdivision is located on the east side of Plantation Oaks Boulevard.
PP 2023-061	Archer's Mill Phase 6, Preliminary Plat	This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for the Archer's Mill Phase 6 subdivision (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 78 single family lots on 46.54 acres. The Archer's Mill Phase 6 subdivision is located on the east side of Plantation Oaks Boulevard.
LDC 2023-075	Preliminary and Final Plats, Land Development Code amendments	This is an administrative amendment to the following sections of the Land Development Code (LDC): (1) Chapter 1 General Administration, Article II Administration and Enforcement, Section 1-15 Planning Board, (2) Chapter 1 General Administration, Article II Administration and Enforcement, Section 1-18 City commission/public hearings, (3) Chapter 4 Plan Review and Subdivision, Article II Subdivision, Section 4-17 Preliminary plat approval procedures, and (4) Chapter 4 Plan Review and Subdivision, Article II Subdivision, Section 4-18 Final plat approval procedures to amend the process of approval for preliminary/final plats and add existing letter abutter requirements contained in the Comprehensive Plan for land use map amendments into the Land Development Code
LDC 2023-050	Preliminary and Final Plats, Land Development Code amendments	This is an administrative request for amendments to Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development Orders to establish requirements for a certificate of use process.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - August 21, 2023 - continuation of the Tomoka Reserve project		
File #	Item	Description
PRD 2022-043	Tomoka Reserve– Issuance of a development order	This is an application submitted by Robert A. Merrell III, Esquire, Cobb Cole on behalf of the property owner, Triumph Oaks of Ormond Beach I, LLC, for the issuance of a development order for the Tomoka Reserve subdivision. The application seeks to allow the issuance of a development order for 276 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Monthly Building Permit Summary

July 1 to July 31, 2023 versus July 1 to July 31, 2022 and year to date:

Total Building Permits Issued, including	7/1 to 7/31/2023	7/1 to 7/31/2022	FY2022-23 year to date (7/31/23)	FY2021-22 year to date 7/31/22
Business Fire Inspection	0	1	36	46
Business Tax Receipt	16	7	108	71
Clearing, Tree Removal, Vegetation	21	21	165	203
Commercial Alterations	2	1	35	51
Commercial Buildings	3	1	12	7
Commercial Re-roof	2	1	45	24
Demolition	1	4	11	28
Dock	2	4	17	22
Door	29	26	220	228
Electrical (residential & commercial)	17	25	269	257
Fire Protection Systems	3	2	26	30
Garage or Carport	8	6	55	31
Garage sale	25	43	602	602
Gas	11	6	62	45
Generator	4	4	44	42
LDC (Driveways/Fences)	43	51	543	514
Mechanical (residential & commercial)	102	89	768	838
Mobile home set-up	2	3	43	23
Multi-Family Homes	0	0	0	68
Other categories (all other permits not listed)	26	22	219	251
Plumbing (residential & commercial)	22	21	156	137
Residential Remodel/Additions	5	3	80	100
Residential re-roof	100	88	1,312	1,161
Screen room/hard roof	3	0	10	20
Screen enclosure only	6	9	67	54
Shed	0	0	1	9
Signs	9	10	71	105
Single Family Homes	2	3	16	66
Site permit	1	0	19	13
Solar	15	12	138	114
Special Events	5	7	75	77
Swimming pool	2	6	67	83
Utility connection only	3	11	48	92
Windows	41	62	494	485
Total permits	531	549	5,834	5,897
Total Valuation	\$10,809,612	\$9,053,393	\$152,409,854	\$162,916,211
Total fees	\$61,366	\$56,856	\$683,789	\$812,606



City of Ormond Beach

AGENDA ITEM

August 15, 2023 - City Commission

Number:8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-44
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Bradford Park, Annexation (SECOND READING)		
Summary:	This is a voluntary request for an annexation submitted by the property owners, RCM Properties, LLC and Ridge Land Holdings, LLC, for approximately 22.55 acres, to be known as Bradford Park, located south of Pennsylvania Avenue, west of Plantation Oaks Boulevard and east Interstate 95 (Volusia County parcel numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, and 3136-01-01-001a). As part of the annexation, portions of three rights-of-way, Indiana Avenue (0.38 acres), Benton Street (1.83 acres), and Rosemary Street (0.88 acres) are proposed to be annexed. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The property has an existing city land use of "Medium Density Residential" and a city zoning designation of R-4, Single-Family Cluster & Townhome. The subject property is within the North U.S. Highway 1 ISBA. The property owner has presented a concept plan to the Site Plan Review Committee for a townhouse subdivision. The City Commission adopted the original North US 1 ISBA on August 19, 2014, per Ordinance No. 2014-27. Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to eight (8) units per acre and a maximum floor area ration of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015. The proposed Bradford Park land area is contiguous to the city on the northern and western property boundaries. In addition, the property is		

	within the ISBA which allows annexation whether or not the property was contiguous to the city boundaries. There is an existing force main and water line along Plantation Oaks Boulevard to serve the property.						
Financial Impact:	There is no budget impact associated with the requested annexation.						
Citizen Impact:	There is no citizen impact anticipated with this annexation because the property is already within the ISBA with city land use and zoning. Future development would undergo a site plan process with review by the Site Plan Review Committee.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the annexation of approximately 22.55 acres located south of Pennsylvania Avenue, west of Plantation Oaks Boulevard and east Interstate 95, and three rights-of-ways, Indiana Avenue, Benton Street, and Rosemary Street, based on the following: 1. The property is within the ISBA area; 2. The subject property is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and City of Ormond Beach is the utility provider for this area; 3. There is adequate city infrastructure to serve the subject property; 4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and 5. The subject property is contiguous to the city limits along the north, east, and west property boundaries.						
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341						
Attachments:	1. 23-44 Annexation, Bradford Park (P23-0134G) 2. Exhibit A, Bradford Park sketch and legal description 3. Exhibit B, Signed Application Form - Bradford Park Annexation 4. Bradford Park Annexation maps						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>8/2/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>8/2/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>8/9/2023</td> </tr> </table>	Kelly McGuire, Finance Director	8/2/2023	Claire Whitley, Assistant City Manager	8/2/2023	Joyce Shanahan, City Manager	8/9/2023
Kelly McGuire, Finance Director	8/2/2023						
Claire Whitley, Assistant City Manager	8/2/2023						
Joyce Shanahan, City Manager	8/9/2023						

ORDINANCE NO. 2023-44

AN ORDINANCE ANNEXING SIX PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED SOUTH OF PENNSYLVANIA AVENUE, WEST OF PLANTATION OAKS BOULEVARD AND EAST OF INTERSTATE I-95 (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, AND 3136-01-01-001A); AND ANNEXING PORTIONS OF THE INDIANA AVENUE RIGHT-OF-WAY, BENTON STREET RIGHT-OF-WAY, AND ROSEMARY STREET RIGHT-OF-WAY; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, RCM Properties, LLC, a Florida Limited Liability Company, and Ridge Land Holdings, LLC a Florida Limited Liability Company (“Property Owners”) are the owners of six parcels of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Property”); and

WHEREAS, there are portions of right-of-ways on Indiana Avenue, Benton Street, and Rosemary Street that require annexation, which are located in unincorporated Volusia County, Florida, and are described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Right-of-Ways”); and

WHEREAS, the Property to be annexed consists of approximately 22.55 acres (Parcel ID Nos. 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, and 3136-01-01-001A) and is located south of Pennsylvania Avenue, west of Plantation Oaks Boulevard, and east of Interstate 95, in Ormond Beach, Florida; and

WHEREAS, the Right-of-Ways to be annexed consist of an approximate 0.38-acre portion of the Indiana Avenue right-of-way; 1.83-acre portion of the Benton Street right-of-way; and 0.88-acre portion of the Rosemary Street right-of-way; and

WHEREAS, the Property Owners have voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014, (Recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2021,

effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes*, and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City’s *Comprehensive Land Use Plan* provides that the provision of utility service to property in the unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City’s boundaries; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991; and

WHEREAS, the requirements of Section 171.044, *Florida Statutes*, and the ISBA have been satisfactorily met; and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Property and Right-of-Ways; now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH,
FLORIDA, THAT:**

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The annexation petition attached hereto as Exhibit “B” bears the signature of the owners of the Property to be annexed at the time the petition was submitted to the City;
- (b) RCM Properties, LLC, a Florida Limited Liability Company, and Ridge Land Holdings, LLC a Florida Limited Liability Company, are the owners of the Property listed in Exhibit “A” attached hereto;
- (c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), Florida Statutes, and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);
- (d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the Property;
- (e) The annexation contains Right-of-Ways that are required to be annexed as a part of the annexation of the Property;
- (f) The annexation of the Property and Right-of-Ways complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City’s Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and
- (g) The Property and Right-of-Ways are reasonably compact and do not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property and Right-of-Ways described and depicted in Exhibit "A" are hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property and Right-of-Ways.

SECTION THREE. Upon the effective date of the annexation of the Property and Right-of-Ways, and except as may be otherwise provided by law, the Property and Right-of-Ways shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 1st day of August, 2023.

PASSED UPON at the second and final reading of the City Commission, this 15th day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION (BLOCK 7 AND 21)
ALL OF BLOCK 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND INDIANA AVENUE ACCORDING TO THE REVERSED PLAY OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VALUJA COUNTY, FLORIDA.

[illegible]

LEGAL DESCRIPTION (LOTS 1 THROUGH 7, BLOCK 34)

[illegible]

LEGAL DESCRIPTION (BLOCK 8)

[illegible]

LEGAL DESCRIPTION (BLOCK 9 & 10)

[illegible]

AND

[illegible]

LEGAL DESCRIPTION (INDIANA AVE.)

FEET. THESE 300'X40' 1/2, 60.00 FEET. THESE 300'X40' 1/2, 27.50 FEET TO THE POINT OF BEGINNING.

COMMENCE AT THE NORTHEAST CORNER OF THE

SECTION 13, TOWNSHIP 3 SOUTH, RANGE 11 EAST, THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID SECTOR, THE DISTANCE OF 620.65 FEET TO THE INTERSECTION OF SAID SECTION, THE DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT-OF-WAY, AND THE EASTERLY RIGHT-OF-WAY OF 101 FEET, THENCE S00°00'00"E ALONG THE EASTERLY RIGHT-OF-WAY OF 101 FEET, THENCE S00°00'00"E ALONG THE EASTERLY RIGHT-OF-WAY OF 101 FEET, THENCE S87°46'41"W, 60.00 FEET, THENCE S02°09'46"E, 1,232.95 FEET, THENCE S87°46'41"W, 60.00 FEET, THENCE N02°09'46"W, 1,326.03 FEET, THENCE N88°20'29"E, 60.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 79,650 SQUARE FEET, 1.8285 ACRES

LEGAL DESCRIPTION (ROSEMARY ST.)

[illegible]

HAVING AN AREA OF 38337.64 SQUARE FEET, 0.880 ACRES

ANNEXATION EXHIBIT
FOR
RIDGE LAND HOLDINGS
A PORTION OF
SECTION 36 - TOWNSHIP 13 SOUTH - RANGE 31 EAST
VOLUSA COUNTY, FLORIDA
LOCATED ON
PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.

PROJECT: 08626 JOB: 23-0012 SCALE: 1"=100' SHEET: 1 OF 1	SKETCH & DESCRIPTIONS	FIELD DATE: MONTH, DAY, YEAR	FIELD BOOK: N/A					
	PLANTATION OAKS BOULEVARD	PARTY CHIEF:	PAGE (S): N/A					
		DRAWN BY: T. JEFFREY						
	RIDGE LAND HOLDINGS:	CHECKED BY: JEFF W. BARNES						
				Mo	Date	Revision	Approved	

**Property to be annexed
from sketch and description prepared by Sliger & Associates, Inc.**

ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION (BLOCK 7 AND 21)

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY LINE; THENCE S88°20'29"W, 60.00 FEET TO THE POINT OF BEGINNING; THENCE S02°08'46"E, 486.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 14°51'36", AND A CHORD BEARING OF S05°17'02"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 310.19 FEET; THENCE S02°08'46"E, 469.28 FEET; THENCE S87°46'41"W, 275.23 FEET; THENCE N02°08'46"W, 1265.95 FEET; THENCE N88°20'29"E, 315.32 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 371676.92 SQUARE FEET, 8.533 ACRES

EXHIBIT "A"

Page 3 of 5

AND

LEGAL DESCRIPTION (LOTS 1 THROUGH 7, BLOCK 34)

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE S88°20'29"W, 60.00 FEET; THENCE S02°08'46"E, 486.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 14°51'36", AND A CHORD BEARING OF S05°17'02"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 310.19 FEET; THENCE S02°08'46"E, 529.28 FEET TO THE POINT OF BEGINNING; THENCE S02°08'46"E, 350.00 FEET; THENCE S87°55'12"W, 110.00 FEET; THENCE N02°08'46"W, 349.73 FEET; THENCE N87°46'41"E, 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 38485.04 SQUARE FEET, 0.883 ACRES

AND

LEGAL DESCRIPTION (BLOCK 8)

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE S88°20'29"W, 435.32 FEET TO THE POINT OF BEGINNING; THENCE S02°08'46"E, 636.44 FEET; THENCE S87°55'58"W, 315.02 FEET; THENCE N02°07'18"W, 638.69 FEET; THENCE N88°20'29"E, 314.76 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 200759.59 SQUARE FEET, 4.609 ACRES

AND

LEGAL DESCRIPTION (BLOCK 9 & 10)

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE S88°20'29"W, 810.08 FEET TO THE POINT OF BEGINNING; THENCE S02°07'18"E, 639.23 FEET; THENCE S87°49'17"W, 404.91 FEET; THENCE N31°15'13"W, 547.85 FEET; THENCE N17°17'26"W, 172.91 FEET; THENCE N88°20'29"E, 716.88 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 371278.36 SQUARE FEET, 8.523 ACRES

And Right-of-Way

LEGAL DESCRIPTION (INDIANA AVE.)

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE S88°20'29"W, 60.00 FEET; THENCE S02°08'46"E, 486.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 14°51'36", AND A CHORD BEARING OF S05°17'02"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 310.19 FEET; THENCE S02°08'46"E, 469.28 FEET TO THE POINT OF BEGINNING; THENCE S02°08'46"E, 60.00 FEET; THENCE S87°46'41"W, 275.17 FEET; THENCE N02°08'46"W, 60.00 FEET; THENCE N87°46'41"E, 275.23 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 16,512 SQUARE FEET, 0.3791 ACRES

EXHIBIT "A"**Page 5 of 5**

LEGAL DESCRIPTION (BENTON ST.)

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE S88°20'29"W, 375.32 FEET TO THE POINT OF BEGINNING; THENCE S02°08'46"E, 1,325.95 FEET; THENCE S87°46'41"W, 60.00 FEET; THENCE N02°08'46"W, 1326.03 FEET; THENCE N88°20'29"E, 60.00 FEET; TO THE POINT OF BEGINNING.

HAVING AN AREA OF 79,650 SQUARE FEET, 1.8285 ACRES

LEGAL DESCRIPTION (ROSEMARY ST.)

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE S88°20'29"W, 750.08 FEET TO THE POINT OF BEGINNING; THENCE S02°07'18"E, 638.69 FEET; THENCE S87°49'17"W, 60.00 FEET; THENCE N02°07'18"W, 639.23 FEET; THENCE N88°20'29"E, 60.00 FEET; TO THE POINT OF BEGINNING.

HAVING AN AREA OF 38337.64 SQUARE FEET, 0.880 ACRES



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org**INSTRUCTIONS**

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	Annexation			*Complete fee sheet (page 3)
Project Name:	Bradford Park			
Project Address:	Plantation Oaks Blvd Ormond Beach			
Volusia County parcel number(s):	31360101001A, 313601210050, 313601010021, 313601070010, 313601080010, 313601090001			
Description:	Annexation of property for Bradford Park.			
Pre-application date:	5/10/23	Pre-application waiver granted:		

PROJECT COORDINATOR

Name:	Corey D. Brown / Storch Law Firm		
Address:	420 South Nova Road		
City, State, Zip code:	Daytona Beach, FL 32114		
Telephone:	386-238-8383		
E-mail:	corey@storchlawfirm.com		

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☐
Name:	RCM Properties, LLC / Ridge Land Holdings, LLC
Address:	123 Magnolia Avenue
City, State, Zip code:	Daytona Beach, FL 32114
Telephone:	386-547-6176
E-mail:	Rickm@ridge-development.com

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

RCM

STATE OF FLORIDA

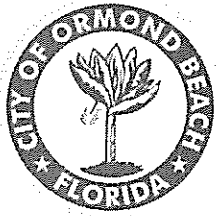
COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 6th day of June, 2023, by Richard C. Maugeri as Manager (title*) for RCM Properties / Ridge Land Holdings LLC (name of corporation*), who () provided _____ as identification, or (X) who is personally known to me.



Melissa A. Tardella
 Notary Public, State of Florida
 My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

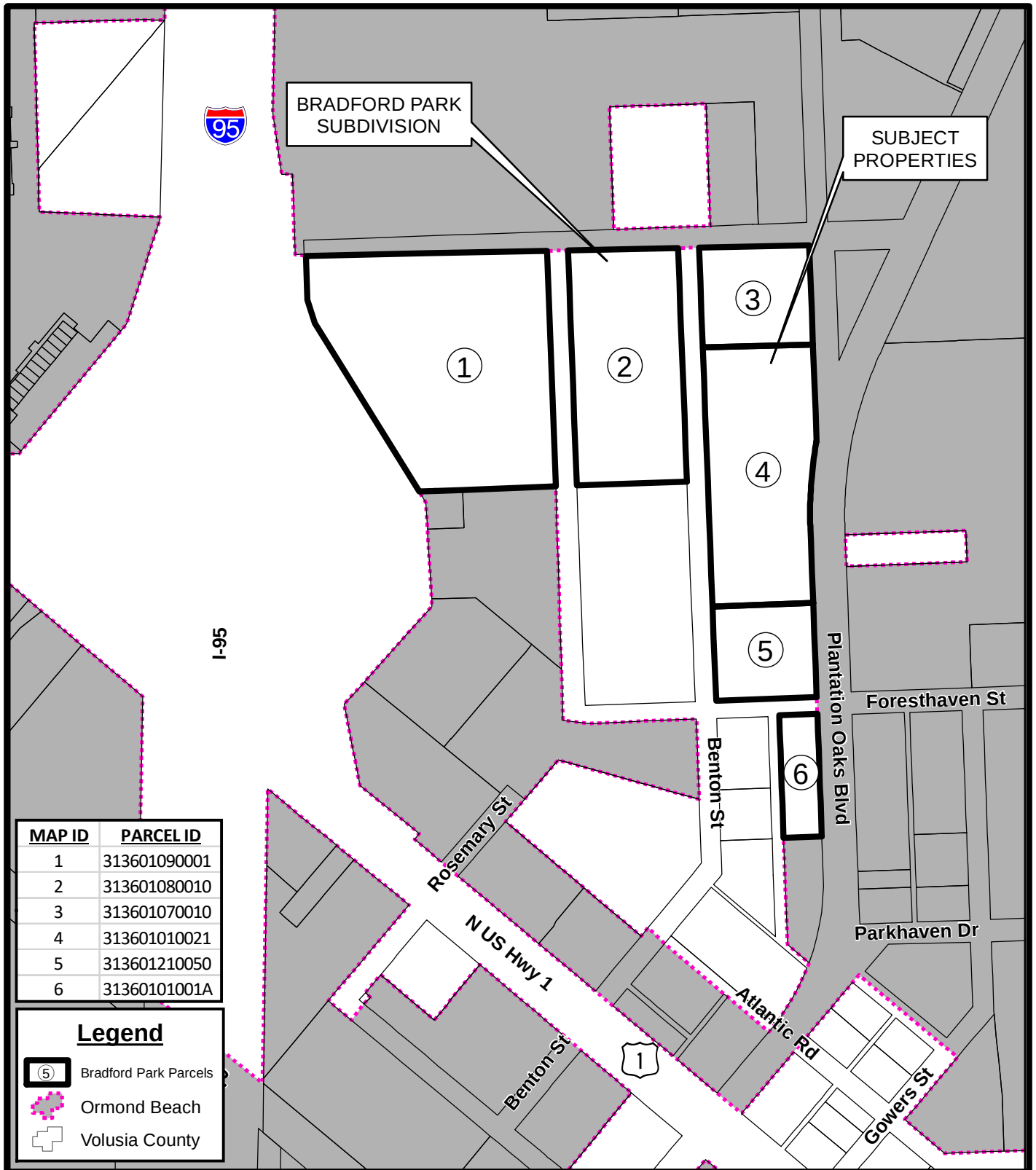
(386) 676-3238

www.ormondbeach.orgcomdev@ormondbeach.org**INSTRUCTIONS**

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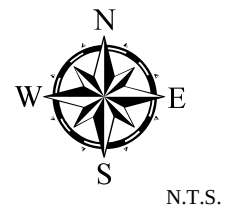
PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☒	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
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☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				



PARCEL MAP BRADFORD PARK

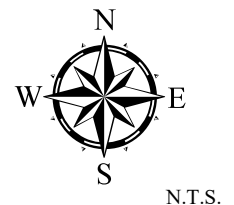
Prepared By: The City of Ormond Beach
G.I.S. Department - June 26, 2023

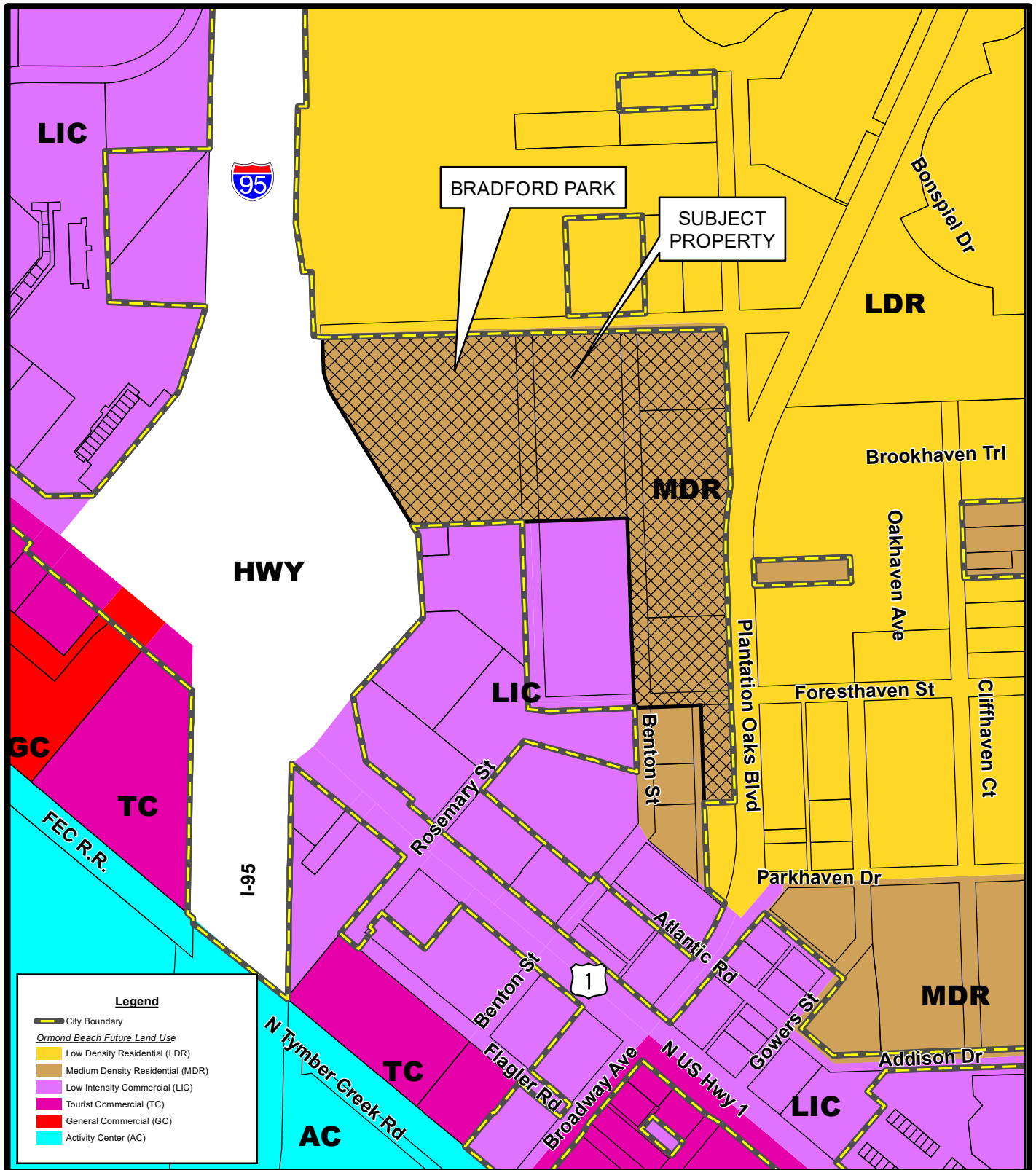




AERIAL MAP BRADFORD PARK

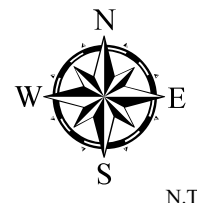
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G.I.S. Department - June 27, 2023

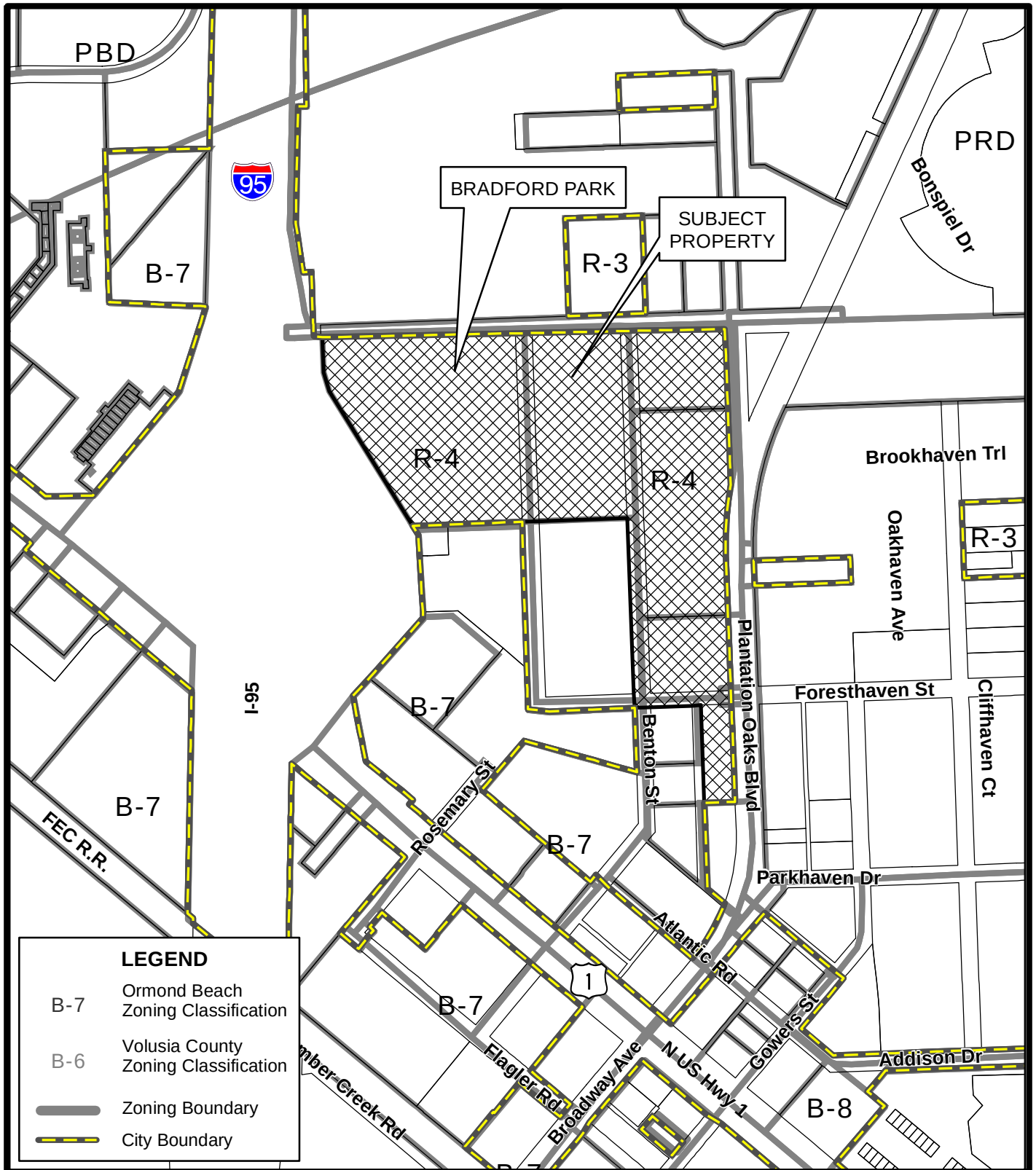




FUTURE LAND USE MAP BRADFORD PARK

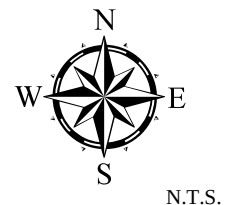
Prepared By: The City of Ormond Beach
G.I.S. Department - June 27, 2023

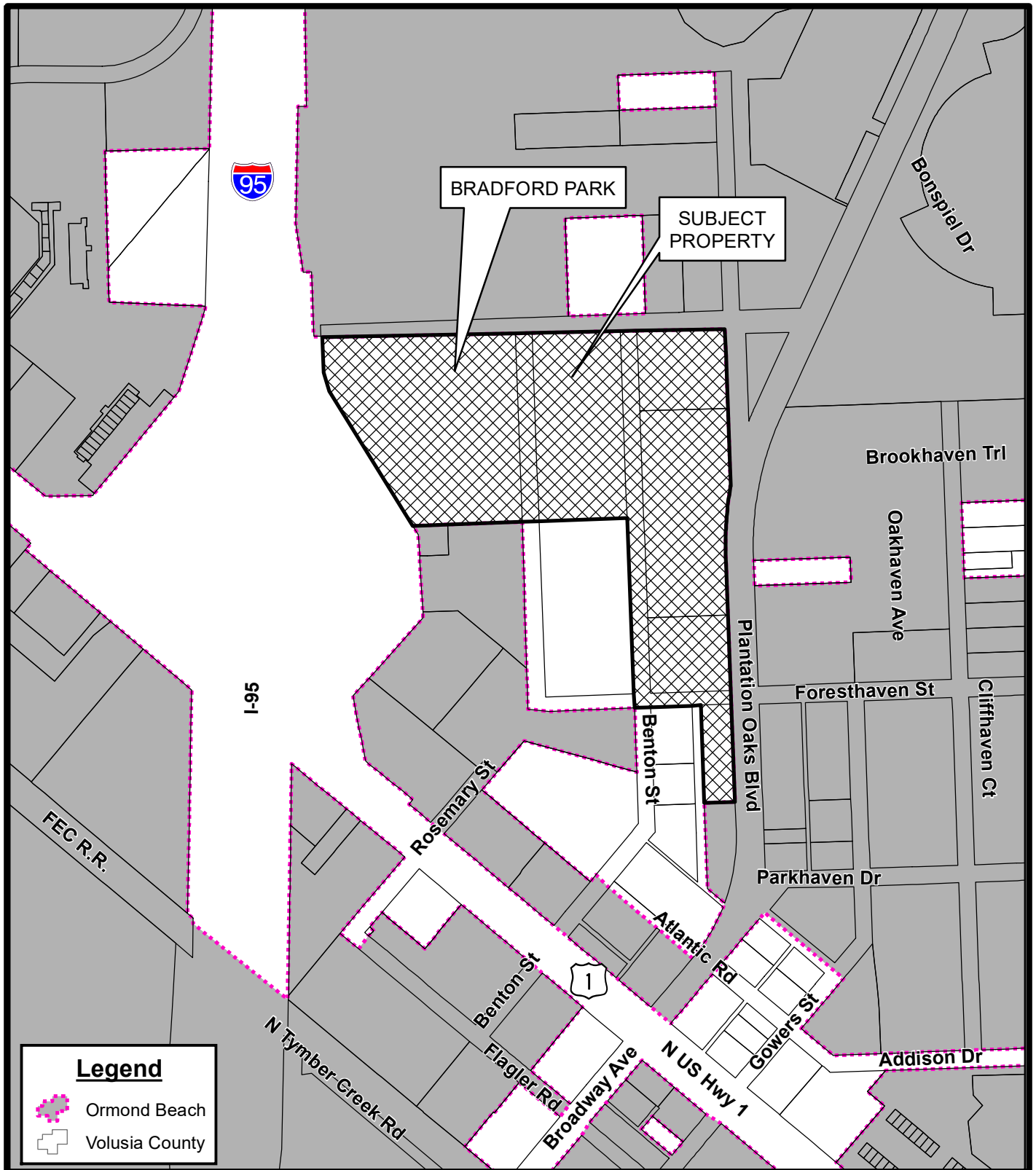




ZONING MAP BRADFORD PARK

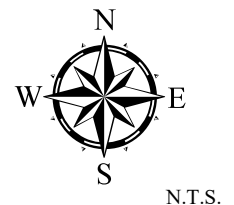
Prepared By: The City of Ormond Beach
G.I.S. Department - June 27, 2023





BRADFORD PARK LOCATION MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - June 27, 2023





City of Ormond Beach AGENDA ITEM

August 15, 2023 - City Commission

Number:8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-45
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	901 Airport Road, Zoning Map Amendment		
Summary:	This is a joint request from the City of Ormond Beach and the County of Volusia, as property owners, for a zoning map amendment for a 18.6± acre property located at 901 Airport Road, Volusia County parcel identification number 4238-01-40-0010, from Ormond Beach I-1, Light Industrial to Ormond Beach SE, Special Environmental. The property located at 901 Airport Road is connected to the Riverbend Nature Park off of Airport Road. The property creates and expands upon the area's passive, conservation-compatible, recreational activities available for the public to enjoy. The City is concurrently processing a Future Land Use amendment to change from "Light Industrial/Utilities" to "Open Space/Conservation". For this reason, the zoning map designation is recommended to be changed from I-1, Light Industrial to Ormond Beach SE, Special Environmental, to be consistent with the "Open Space/Conservation" Future Land Use designation. The Future Land Use Map designation is undergoing an amendment to "Open Space/Conservation". Section 2-02 of the Land Development Code, Future Land Use map designations and zoning districts states that the SE, Special Environmental zoning district is consistent with the "Open Space/Conservation" land use. The Planning Board reviewed the zoning map amendment at the May 11, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the amendment.		
Financial Impact:	There is no budget impact as the result of this zoning map amendment.		

Citizen Impact:	There is no negative citizen impact anticipated with this zoning map amendment. The amendment aligns the property's zoning with the intention for the preservation of the parcel and allowance of passive park activities.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended (6-0) the City Commission approve the zoning map amendment for a 18.6± acre property located at 901 Airport Road, Volusia County parcel identification number 4238-01-40-0010, from Ormond Beach I-1, Light Industrial to Ormond Beach SE, Special Environmental.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. 23-45 901 Airport Road ZMA (P23-0133G) 2. Exhibit A, 901 Airport legal description 3. Exhibit B, 901_Airport_Rd_AMEND_ZONING_ACRES 4. #23-038, 901 Airport Rd, Zoning, PB Staff Report pkg 5. 901 Airport Road, ZMA, Planning Board Minutes		
Approval:	Kelly McGuire, Finance Director	6/30/2023	
	Claire Whitley, Assistant City Manager	8/3/2023	
	Joyce Shanahan, City Manager	8/9/2023	

ORDINANCE NO. 2023-45

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 18.6± ACRES LOCATED AT 901 AIRPORT ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-40-0010) FROM I-1, LIGHT INDUSTRIAL, TO SE, SPECIAL ENVIRONMENTAL; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the County of Volusia and the City of Ormond Beach (“Property Owners”) are the fee simple owners of certain real property consisting of approximately 18.6 acres located at 901 Airport Road (Volusia County parcel number: 4238-01-40-0010), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Property Owners have submitted an application to re-zone the Property from I-1, Light Industrial, to SE, Special Environmental, and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 18.6 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)(2), *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 of property located at 901 Airport Road (Volusia County parcel number:

4238-01-40-0010), as more particularly described and depicted in Exhibit “A” from I-1, Light Industrial, to SE, Special Environmental, as shown and depicted in Exhibit “B”.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 15th day of August, 2023.

PASSED UPON at the second and final reading of the City Commission, this 6th day of September, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

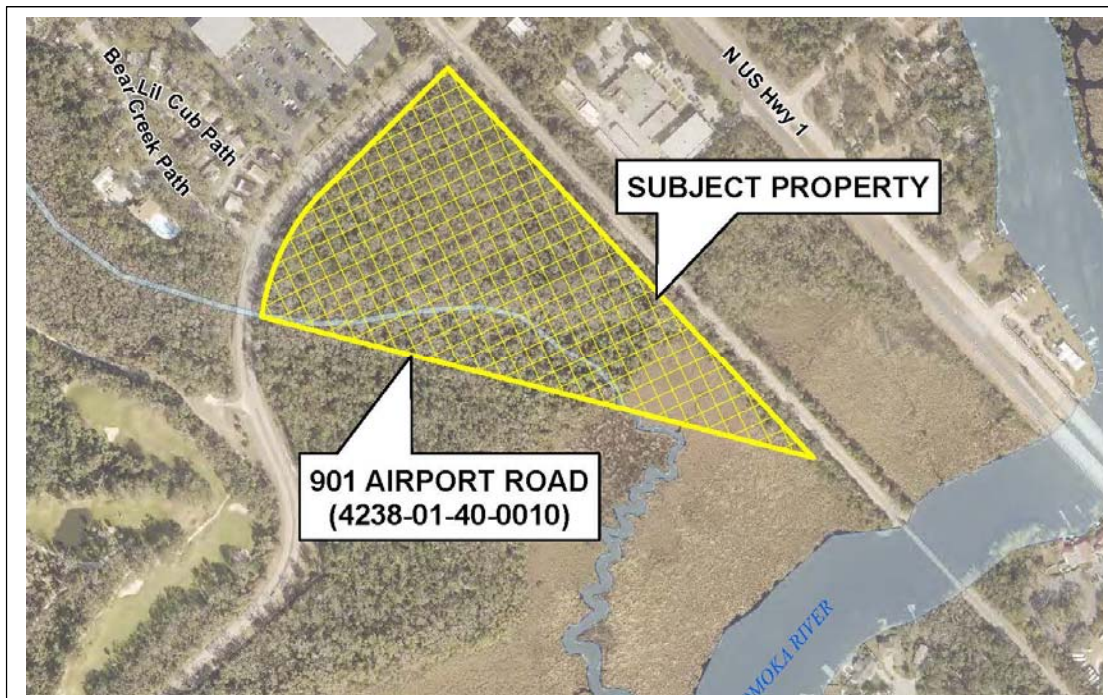
EXHIBIT “A”

Legal Description

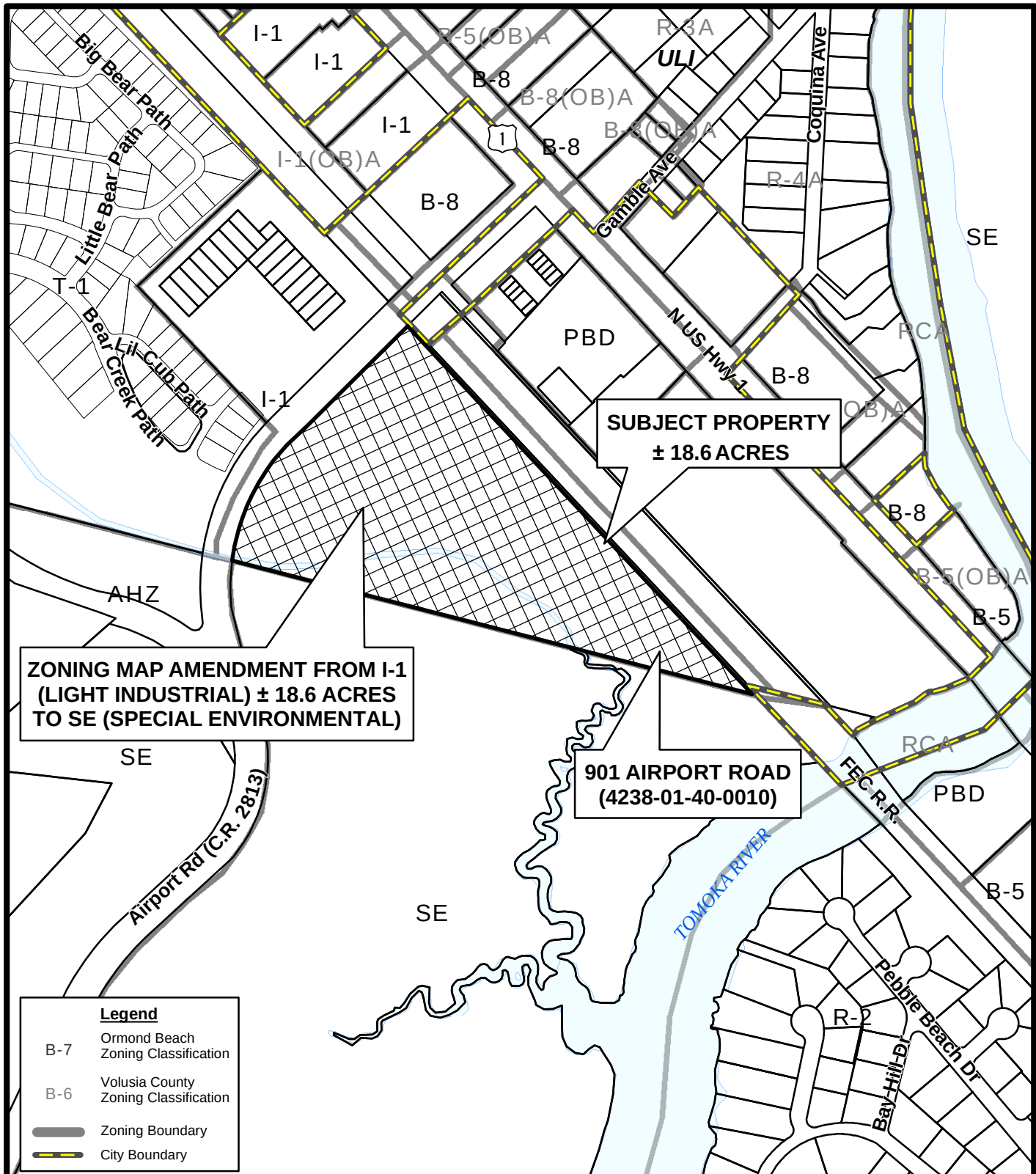
(From Warranty Deed at Book 8356, Page 2114)

A portion of The George Anderson Grant, Section 38, Township 14 South, Range 32 East, Volusia County, Florida; being more particularly described as follows: From the Southwest corner of said Section 38, as a point of reference, run S 75°43'17" E along the Southerly line of said Section 38, a distance of 4449.69 feet to a found iron rod; thence departing said Southerly line N 46°55'33" E a Distance of 930.39 feet, thence continuing N 46°55'33" E, a distance of 565.00' to the Southwesterly right of way of the Florida East Coast Railway, a 120' right of way, thence along said railroad right of way S 43°01'53" E, a distance of 597.75' to the right of way of Airport Road, a 100' right of way as now laid out, thence continue S 43°01'53" E, a distance of 100' across said road right of way to the point of beginning. Thence continue S 43°01'53" E along said railroad right of way a distance of 1633.56' to an intersection with the Southerly line of the said Section 38, thence N 75°43'17" W, a distance of 1754.56' to the apparent East right of way of Airport Road a 100' right of way as now laid out, thence run Easterly along the South right of way of Airport Road to the point of beginning. 18.6 acres more or less.

Location Map

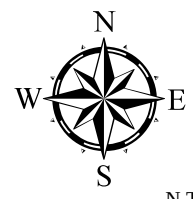


PARCEL ID:	4238-01-40-0010
OWNER:	COUNTY OF VOLUSIA & CITY OF ORMOND BEACH
SITE ADDRESS:	901 AIRPORT ROAD, ORMOND BEACH, FL 32174



PROPOSED ZONING MAP
901 AIRPORT ROAD
(4238-01-40-0010)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 9, 2023



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: May 11, 2023

SUBJECT: 901 Airport Road, Volusia County Parcel ID:
4238-01-40-0010– Zoning Map Amendment

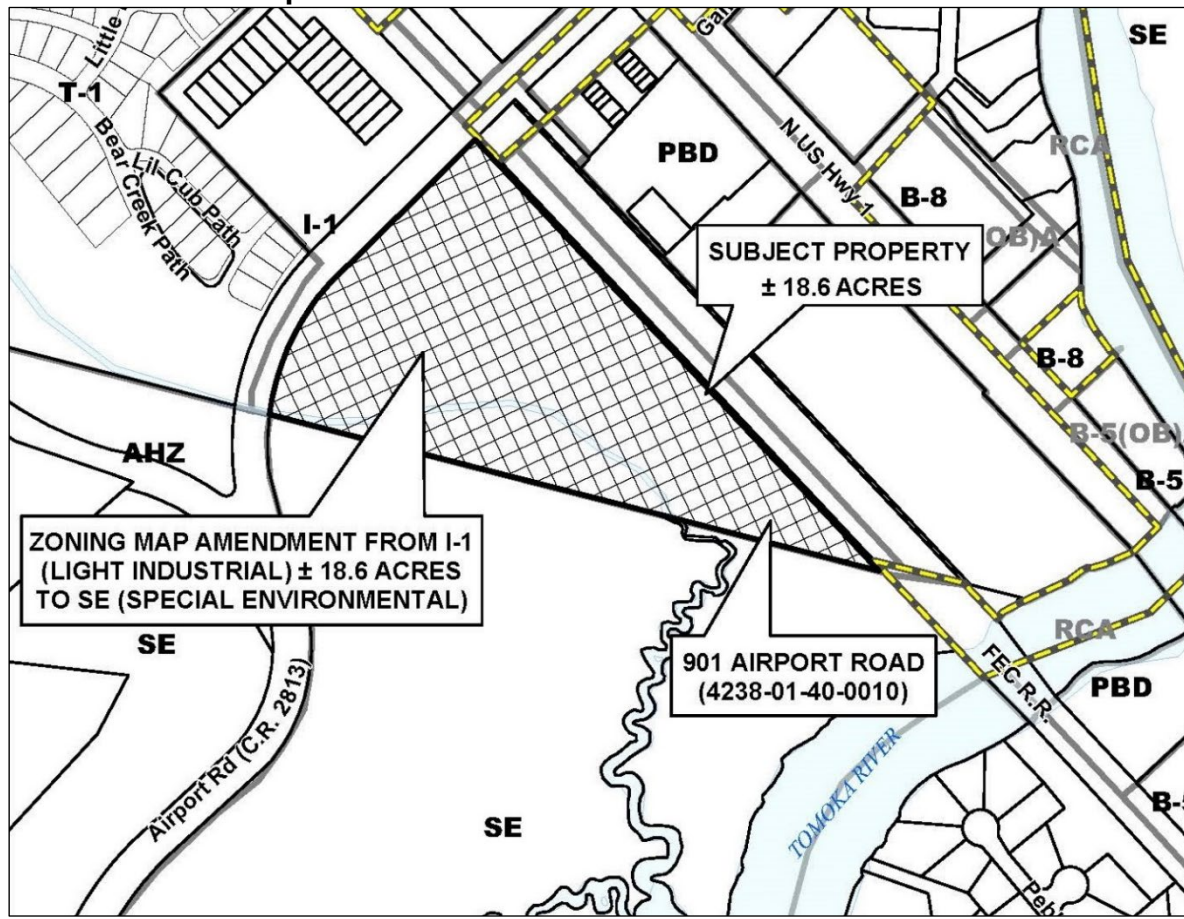
APPLICANT: City of Ormond Beach and County of Volusia

NUMBER: ZMA 2023-038

PROJECT PLANNER: Becky Weedo, AICP, CFM Senior Planner

INTRODUCTION: This is a joint request from the City of Ormond Beach and the County of Volusia for an administrative Zoning Map amendment for a ± 18.6 -acre property located at 901 Airport Road, Volusia County parcel 4238-01-40-0010, from Ormond Beach I-1 (Light Industrial) to Ormond Beach SE (Special Environmental). The subject property is shown in Exhibit 1:

EXHIBIT 1: 901 Airport Road



BACKGROUND: The subject property located at 901 Airport Road, is jointly owned by the City of Ormond Beach and the County of Volusia. The property is approximately 18.6 acres.

In November 2021, Volusia County mailed letters to local jurisdictions seeking interest in participating in the Volusia Forever Program. Volusia Forever is a voter-approved and taxpayer-funded program created in 2000 and extended in 2020. The mission of the Volusia Forever Program is to: Finance the acquisition and improvement of environmentally sensitive, water resource protection, and outdoor recreation lands, and to manage these lands as conservation stewards in perpetuity.

The property at 901 Airport Road was purchased by the Volusia Forever Program, St. Johns River Water Management District (SJRWMD), and the City of Ormond Beach. The partnership for purchase of the property included: 1) St. Johns River Water Management District to ensure the ecological values of the property remains protected with a conservation easement over the land; 2) City of Ormond Beach to manage the park land area; and 3) County of Volusia to retain joint ownership with the city.

The property located at 901 Airport Road is connected to the Riverbend Nature Park off of Airport Road. The property creates and expands upon the area's passive, conservation-compatible recreational activities available for the public to enjoy.

The City is concurrently processing a Future Land Use amendment to change from "Light Industrial/Utilities" to "Open Space/Conservation". For this reason, the zoning map designation is recommended to be changed from I-1 (Light Industrial) to Ormond Beach SE (Special Environmental) to be consistent with the "Open Space/Conservation" Future Land Use designation.

Section 2-08 of the Ormond Beach Land Development Code states the purpose of the proposed SE (Special Environmental) zoning district is:

"To protect persons and private property from the hazards of floodwater inundation and to conserve important natural, ecological, historic, or unique resources for the enjoyment and education of current and future residents, while providing for limited public or commercial outdoor activities and facilities such as equestrian trails, campgrounds, commercial recreation facilities and other centralized outdoor facilities. This classification is primarily intended to be applied to environmentally sensitive lands, public lands, lands held in trust for future open space use or lands held by nonprofit organizations or homeowners' associations and intended for open space uses."

Section 2-08 of the Land Development Code, the SE (Special Environmental) zoning district is included in Attachment 3.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 2: Tentative land use amendment schedule:

Action/Board	Date
Planning Board	May 11, 2023
City Commission 1 st Reading	August 1, 2023
City Commission 2 nd Reading	August 15, 2023

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 1-18(E) 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 assign a SE (Special Environmental) zoning designation. The SE (Special Environmental) is consistent with the public ownership of the property and the intended uses of a passive park and land preservation. The zoning map amendment will not adversely affect public health, safety, welfare, or the quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The Future Land Use Map designation is undergoing an amendment to "Open Space/Conservation". Section 2-02 of the Land Development Code, Future land use map designations and zoning districts states that the SE (Special Environmental) zoning district is consistent with the "Open Space/Conservation" land use. The city recently adopted the Park & Recreation Master Plan update. The update demonstrated that passive recreational trails and land preservation were high priorities. The proposed land use is consistent with the intended use of the property and the Goals, Objectives, and Policies of the Comprehensive Plan.

- 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 purpose of the 901 Airport Road purchase was the protection of environmental resources. The subject property has an existing St. Johns River Water Management District conservation easement over the entire property. The proposed zoning map amendment 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.

- 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.**

This proposed zoning map amendment will not have an impact on 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.**

There is no development proposed so the criterion is not applicable.

- 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 so the criterion is not applicable.

- 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.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a Zoning Map amendment for a ±18.6-acre property located at 901 Airport Road, Volusia County :4238-01-40-0010, from Ormond Beach I-1 (Light Industrial) to Ormond Beach SE (Special Environmental).

Attachments:

Attachment 1: Volusia County application as co-owner of property

Attachment 2: Zoning Map Amendment

Attachment 3: Section 2-08, SE (Special Environmental)

ATTACHMENT 1

County of Volusia Application



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

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PROJECT INFORMATION

Project Type:*	CRA AND REZONING	*Complete fee sheet (page 3)
Project Name:	AIRPORT ROAD PASSIVE PARK	
Project Address:	901 AIRPORT ROAD	
Volusia County parcel number(s):	4238-01-40-0010	
Description:	1) FUTURE LAND USE AMENDMENT FROM LIGHT INDUSTRIAL / UTILITIES TO OPEN SPACE / CONSERVATION 5.2 ACRES 2) REZONING FROM LIGHT INDUSTRIAL TO SPECIAL ENVIRONMENTAL (18.6 ACRES)	
Pre-application date:		Pre-application waiver granted:

PROJECT COORDINATOR

Name:	TRISH SMITH, AICP PLANNING + DEVELOPMENT SERVICES
Address:	123 W. INDIANA AV. ROOM 202
City, State, Zip code:	DELAND, FL 32720-4604
Telephone:	386-736-5959, x12943
E-mail:	pssmith@volusia.org

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	GEORGE RECKENWALD, COUNTY MANAGER, VOLUSIA CO.		
Address:	123 W. INDIANA AV.		
City, State, Zip code:	DELAND, FL 32720		
Telephone:	386-736-5920		
E-mail:	greckenwald@volusia.org		

PROPERTY OWNER

Same as project coordinator	☐	Same as property owner	☒
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 10 day of March, 2023, by George Recktenwald as County Manager (title*) for County of Volusia (name of corporation*), who () provided _____ as identification, or (X) who is personally known to me.



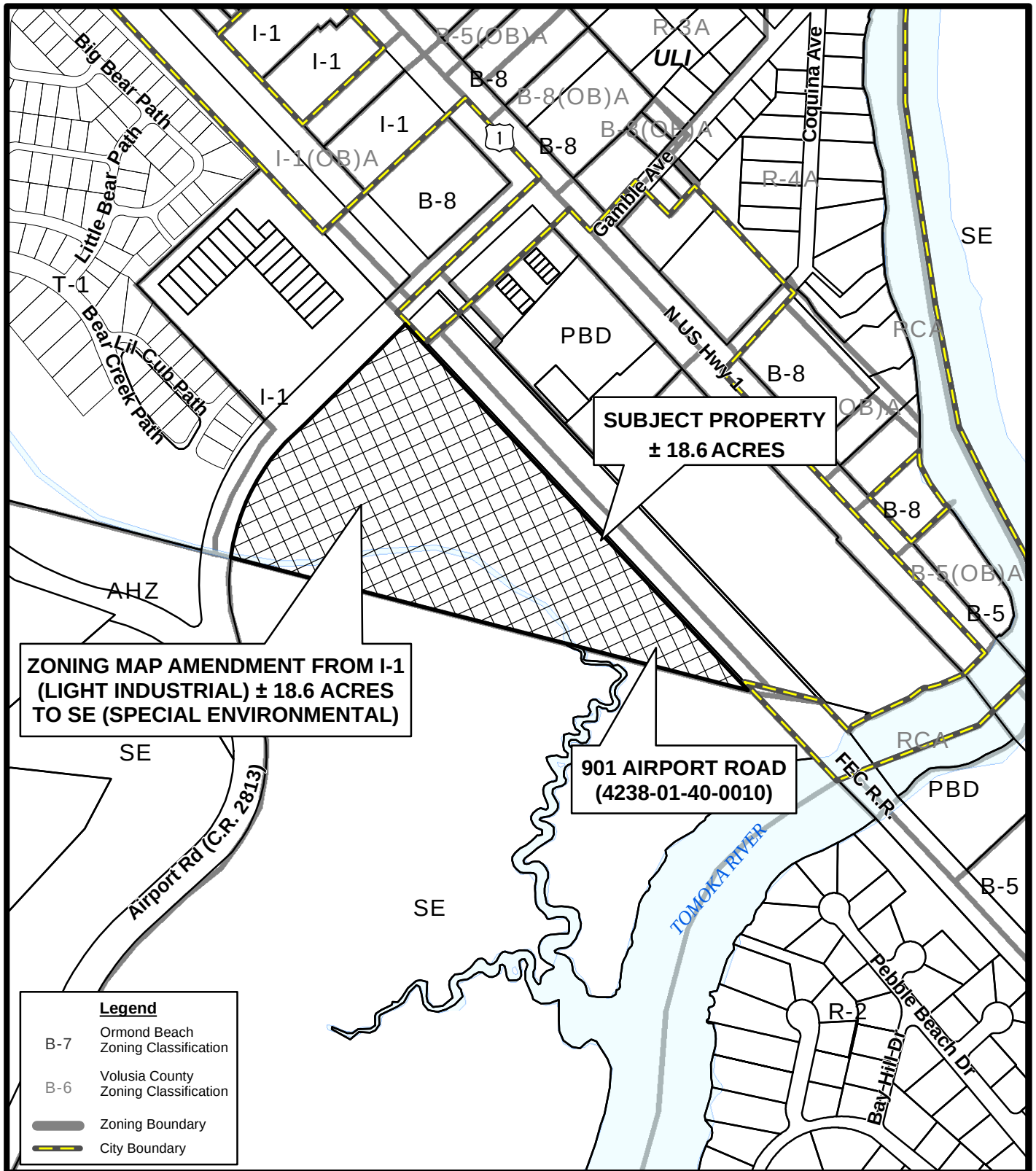
KRISTEN RAY
Notary Public
State of Florida
Comm# HH289688
Expires 7/19/2026

Kristen Ray
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

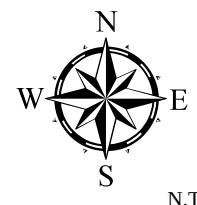
ATTACHMENT 2

Proposed Zoning Map Amendment



PROPOSED ZONING MAP 901 AIRPORT ROAD (4238-01-40-0010)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 9, 2023



N.T.S.

ATTACHMENT 3

Section 2-08,
SE (Special Environmental)

Sec. 2-08. SE, Special Environment Zoning District.

A. PURPOSE: To protect persons and private property from the hazards of floodwater inundation and to conserve important natural, ecological, historic, or unique resources for the enjoyment and education of current and future residents, while providing for limited public or commercial outdoor activities and facilities such as equestrian trails, campgrounds, commercial recreation facilities and other centralized outdoor facilities. This classification is primarily intended to be applied to environmentally sensitive lands, public lands, lands held in trust for future open space use or lands held by nonprofit organizations or homeowners' associations and intended for open space uses.												
B. DIMENSIONAL STANDARDS												
1. Density	2. Maximum Building Height	3. Maximum Building Coverage	4. Maximum Impervious Lot Coverage	5. Minimum Lot Size	6. Minimum Lot Width	7. Minimum Lot Depth	8. Minimum Perimeter	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody
—	30'	35%	75%	1 acre	120'	200'	None	50'	30'	20'	50'	50'
C. PERMITTED USES			D. CONDITIONAL USES				E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS		
1. Wildlife Management Area, Fishing and Hunting 2. Wetland Preservation Area			1. Parks and Recreation Facilities, Private 2. Parks and Recreation Facilities, Public 3. Telecommunication Tower/Antennas, Camouflaged 4. Wind Energy System				1. Campground 2. Golf Course/Country Club 3. Hunting Lodge 4. Riding Stables, Horse 5. Telecommunication Tower			All development must comply with setback requirements for: 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).		
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.												

Planning Board minutes from May 11, 2023

ITEM:

ZMA 2023-038

901 Airport Road

Zoning Map Amendment

Ms. Shull motioned to approve FLUM 2023-036, 204 Magnolia Drive, Future Land Use Map Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

B. FLUM 2023-037, 901 Airport Road, Future Land Use Map Amendment

Ms. Becky Weedo, Senior Planner, explained that FLUM 2023-037, is a joint request from the City of Ormond Beach and the County of Volusia for an administrative Small-Scale Comprehensive Plan Land Use Map amendment for a ±5.2-acre portion of property located at 901 Airport Road from Ormond Beach “Light Industrial/Utilities” to Ormond Beach “Open Space/Conservation”.

Ms. Weedo added that the property was identified as a candidate for the Volusia Forever program and was purchased by St. Johns River Water Management District (SJRWMD), County of Volusia and the City of Ormond Beach. The partnership for purchase of the property included: 1) St. John’s River Water Management District to ensure the ecological values of the property remains protected with a conservation easement over the land; 2) City of Ormond Beach to manage the park area; and 3) County of Volusia to retain joint ownership with the city. Ms. Weedo continued that since the property was purchased with Volusia Forever and St. John’s River Water Management District (SJRWMD) funds for the purpose of preserving the land as conservation and passive park purposes, the future land use of “Light Industrial/Utilities” is required to be changed to “Open Space/Conservation”. Ms. Weedo concluded that staff recommends approval, noting the tentative City Commission dates of July 18, 2023 and August 1, 2023.

Chairman Thomas opened it up to the Board and entertained a motion.

Board Questions

Ms. Shull inquired about if the zoning lasts forever. Ms. Weedo replied that it does and added that the land is environmentally sensitive and that there is an easement over the entire land so that it cannot be changed.

Mr. Jorczak asked what can be done with the property and if it could be used for biking and walking trails or if the City can develop further. Ms. Weedo replied that the land can be used for trails and any passive park features such as nature kiosks and benches. She confirmed that pavilions, building or structures are not allowed.

Mr. Galloway motioned to approve FLUM 2023-037, 901 Airport Road, Future Land Use Map Amendment. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

C. ZMA 2023-038, 901 Airport Road, Zoning Map Amendment

Ms. Becky Weedo, Senior Planner, explained the joint request from the City of Ormond Beach and the County of Volusia is for an administrative Zoning Map amendment for a ±18.6-acre property located at 901 Airport Road, from Ormond Beach I-1 (Light Industrial) to Ormond Beach SE (Special Environmental). She explained that the zoning map amendment is for consistency with the Future Land Use map change to “Open Space/Conservation”. Ms. Weedo added that since the property was purchased with Volusia Forever and SJRWMD funds for the purpose

of preserving the land as conservation and passive park purposes, the zoning map is required to be changed to Ormond Beach Special Environmental. Ms. Weedo concluded that staff recommends approval and the tentative City Commission dates are August 1, 2023 and August 15, 2023.

Chairman Thomas opened it up to the Board for discussion and entertained a motion.

Mr. Galloway motioned to approve ZMA 2023-038, 901 Airport Road, Zoning Map Amendment. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

D. LDC 2023-050, Land Development Code Amendment Sections 1-14 and 1-19, Certificate of Use

Ms. Robin Gawel, Senior Planner, explained the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development Orders and Building Permits and Section 1-19, Appeals to amend language in the existing text and establish requirements for a Certificate of Use.

Ms. Gawel stated that the proposed amendments involve three elements of the code that govern the occupancy and use of structures and land for residential and non-residential purposes.

Certificate of Occupancy – issued one time for the life of the building at the completion of the building and site improvements for new residential and non-residential structures.

Certificate of Use – issued primarily to non-residential locations and residential properties operating a home-based business.

Business Tax Receipt – receipt issued as proof of payment of the tax assessed to a business for operating within the city’s jurisdiction.

Ms. Gawel added that Florida Statute 205 grants municipalities the authority to levy a tax for engaging in business within its jurisdiction. The Business Tax Receipt is issued as proof of payment of the tax assessed in accordance with Chapter 12 of the Code of Ordinances. The regulations in Chapter 12 of the City’s Code of Ordinances currently uses the Business Tax Receipt as the method by which the City approves the use prior to accepting payment and issuing the receipt. The process included three reviews and one inspection.