



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING

April 1, 2025
7:00 PM

Mayor Jason Leslie

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Kristin Deaton

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. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS**
 - 5. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - March 4, 2025
 - 6. CONSENT AGENDA**

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

 - A. **RESOLUTION NO. 2025-68:** A RESOLUTION APPOINTING A MEMBER OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
 - B. **RESOLUTION NO. 2025-69:** A RESOLUTION APPOINTING A MEMBER TO THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2025-70:** A RESOLUTION ACCEPTING A BID FROM U.S. WATER SERVICES CORPORATION FOR CONSTRUCTION SERVICES REGARDING THE EMERGENCY STATIONARY BYPASS PUMP INSTALLATION PROJECT, UNDER BID NO. 2025-26; 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. 2025-71:** A RESOLUTION ACCEPTING A BID FROM GPS CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND SHORES PARK STORMWATER REPAIR PROJECT, UNDER BID NO. 2025-10; 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

- E. **RESOLUTION NO. 2025-73:** A RESOLUTION ACCEPTING A PROPOSAL FROM FREESE AND NICHOLS, INC. FOR PROFESSIONAL SERVICES TO PROVIDE A WATERSHED ANALYSIS OF THE ORMOND TERRACE NEIGHBORHOOD; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2025-74:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF PURCHASE AUTHORIZATIONS FOR THE PURCHASE OF TWO FORD F350 PICK-UP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-75:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT OF A RECONDITIONED 1600 AMP SQUARE D BREAKER FOR THE WATER TREATMENT PLANT FROM CONSOLIDATED ELECTRICAL DISTRIBUTORS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2025-76:** A RESOLUTION RESCINDING THE APPROVAL OF A CONTRACT RENEWAL WITH CERES ENVIRONMENTAL SERVICES, INC. REGARDING DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES; TERMINATING THE CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2025-77:** A RESOLUTION ESTABLISHING A METHOD FOR REIMBURSEMENT OF LOCAL ROAD IMPACT FEE CREDITS FOR THE RIDGEHAVEN PLANNED RESIDENTIAL DEVELOPMENT IN ACCORDANCE WITH THE PROPORTIONATE FAIR SHARE AGREEMENT APPROVED BY RESOLUTION 2023-152; AUTHORIZING AND DIRECTING THE REIMBURSEMENT OF SAME; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **RESOLUTION NO. 2025-78:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING A STATEMENT OF ALLOWABLE USES PURSUANT TO CHAPTER 70.001, FLORIDA STATUTES, FOR PROPERTY GENERALLY LOCATED AT 20 TOMOKA OAKS BOULEVARD, ORMOND BEACH, FLORIDA; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Randy Hayes, City Attorney, (386) 236-2000

- K. **Auto Renewal - Fireworks by Santore, Inc.**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

- L. **Intent to Bid - 2025 Roadway Resurfacing**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

- M. **RFP - Andy Romano Beachfront Park & Fire Station 91 Playgrounds**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

- N. **RFP - Aquatic Weed Control Maintenance & Ditch Cleaning Services**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

- O. **Bid Rejection - Purchase of Liquid Carbon Dioxide**

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

Disposition: Approve as recommended in the City Manager staff report dated April 1, 2025.

7. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2025-13:** AN ORDINANCE AMENDING SECTION 11-1,

FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292

- B. **ORDINANCE NO. 2025-14:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET ("THE BARBIE HOUSE") FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2025-15:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; 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

8. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2025-16:** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Chris Byle, Assistant Finance Director, (386) 676-3206

9. STAFF ACTION ITEMS

A. North Halifax Drive Safety Study

Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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**

March 4, 2025	7:00 p.m.	Commission Chambers
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Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, and Kristin Deaton, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, 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. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - February 18, 2025
- 6. CONSENT AGENDA**

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

 - A. **RESOLUTION NO. 2025-40:** A RESOLUTION ACCEPTING A PROPOSAL FROM COLEMAN GOODEMOTE CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE ENGINEERING AND PLANNING RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
 - B. **RESOLUTION NO. 2025-62:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
 - C. **RESOLUTION NO. 2025-63:** A RESOLUTION ACCEPTING A BID FROM EAST COAST MARINE CONSTRUCTION & DESIGN, INC. FOR CONSTRUCTION SERVICES REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION PROJECT, UNDER BID NO. 2025-03; 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. 2025-64:** A RESOLUTION ACCEPTING A PROPOSAL FROM KIMLEYHORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES TO REVIEW DESIGN PLANS FOR THE ORMOND CROSSINGS FLYOVER BRIDGE; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Steven Spraker, Planning Director, (386) 676-3341

- E. **RESOLUTION NO. 2025-65:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM KONA CONSTRUCTION SERVICE, LLC FOR CONSTRUCTION SERVICES AT THE MAGIC FOREST PLAYGROUND; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292

- F. **RESOLUTION NO. 2025-66:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM SOUTHEASTERN SURFACES & EQUIPMENT FOR CONSTRUCTION SERVICES AT THE NOVA COMMUNITY CENTER ACTIVITY ROOM; AUTHORIZING THE EXECUTION OF A QUOTATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-67:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION FOR THE PURCHASE OF SIX LIGHT BAR PACKAGES FROM DANA SAFETY SUPPLY, INC; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **Auto Renew- Trauma Skatepark**

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

Disposition: Approve as recommended in the City Manager staff report dated March 4, 2025.

- I. **2025 Volusia Flagler TPO Call For Projects - Hand Avenue Mixed Use Path**

Staff Contact: Shawn Finley, Assistant City Manager, (386) 676-3292

Disposition: Approve as recommended in the City Manager staff report dated March 4, 2025.

7. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2025-12:** AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; 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. 2025-13:** AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS;

AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Assistant City Manager, (386)
676-3292

8. REPORTS, SUGGESTIONS, REQUESTS

9. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Cord Bear, Tomoka Christian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Audience Remarks

Volusia County Council Member Troy Kent, 130 Magnolia Drive, expressed support of the Ormond Beach Walmart. He stated he attended their community meeting and requested the Commission encourage Walmart to update the appearance of their Ormond Beach location to be similar to their Washington D.C. location when they come before the Commission for a Special Exception at an upcoming meeting.

Mr. Charles Jaskiewicz, 12 Brookside Court, spoke on behalf of the Board of Directors of the Lydecker Family YMCA. He reviewed the financial contributions to the community for youth development and healthy living.

Ms. Liz Kammer, District Executive Director of the Lydecker Family YMCA, reviewed the membership numbers from 2022 to 2024.

Ms. Robin Magleora, 88 Greenwood Avenue, discussed the need for video streaming of the City Commission meetings. She advocated for the art within downtown Ormond Beach and expressed support of Mayor Leslie. She believed the February 18, 2025, City Commission meeting cast the city in a negative light, noting she would not support an ordinance limiting the speech of the Commission.

Mr. Doug Pettit, 129 Magnolia Drive, opposed the proposed ordinance limiting the speech of the Commission, noting his belief of it being characterized as a censorship ordinance. He expressed concerns about the city's relationship with influential stakeholders of Ormond Beach MainStreet and support of Mayor Leslie.

Ms. Gayle Belin, 452 Chelsea Place Avenue, stated she was the city's representative to the Volusia-Flagler Transportation Planning Organization (TPO) Bicycle/Pedestrian Advisory Committee and discussed the need for a mixed-use path along Hand Avenue and encouraged the Commission to approve Item 6I.

Ms. Elena Krafft, 28 Old Canyon Lane, voiced concerns regarding the Commission's criticism of Mayor Leslie's Channel 6 news segment. She questioned why the proposed ordinance for Commission speech regulation was needed and the justification behind it. She stated she felt the proposed ordinance would be more destructive than beneficial for the city.

Mr. Alan Burton, 915 Ocean Shore Boulevard, discussed the need for a park system evaluation and ReGrow Volusia. He requested the Commission add a category called Natural Amenities to the future policy development within the recently updated landscaping amendments. He suggested an evaluation template and a citizens' advisory board to evaluate the parks. He provided a handout to the City Clerk of his comments.

Ms. Jennifer Bright, 221 Arlington Way, expressed concerns about comments made at the February 18, 2025, City Commission meeting. She discussed the statements made, noting her support of Mayor Leslie.

Ms. Caroline Meyers, 1401 Golf Avenue, spoke on behalf of the Ormond Beach Housing Authority Board of Commissioners, informing the Commission of the accomplishments made during her tenure with the agency.

Mr. John Danio, 11 Palmetto Dunes Court, discussed his history with the community and local government, noting he was a former Holly Hill Commissioner. He stated the importance of teamwork within the City Commission and the Mayor’s right to promote the city.

Ms. Suzanne Scheiber, 548 Sandy Oaks Boulevard, discussed studies regarding Per- and Polyfluoroalkyl Substances (PFAS) within Volusia County waters, noting nearby municipalities ongoing litigation on the matter.

Ms. Connie Colby, 108 Roble Lane, expressed support of the Ormond Beach Housing Authority. She suggested the Commission review the Volusia County Property Appraiser website regarding the proposed property to be purchased off Wilmette Avenue and North Center Street. She voiced concerns regarding the proposed Circle K gas station at Nova Road and Hand Avenue.

Mr. Jeff Boyle, 614 North Halifax Drive, discussed the Commission’s comments made at the February 18, 2025, City Commission meeting. He discussed the concerns regarding misinformation and accuracy of the information presented to the public. He encouraged Mayor Leslie to unify the community.

Mr. Hunter Wendelstedt, 88 South Saint Andrews Drive, voiced support of the city and community, noting everyone wanted Mayor Leslie to succeed in his role. He expressed encouragement of the four zone Commissioners, noting the teamwork and common ground needed within the Commission.

Item #5 – Approval of Minutes

Mayor Leslie advised the minutes from the February 18, 2025, City Commission meeting were sent to the Commission for review and posted on the city’s website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the February 18, 2025, City Commission meeting minutes.

Motion passed by voice vote.

Item #6 – Consent Agenda

Mayor Leslie 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 Sargent moved, seconded by Commissioner Deaton, for approval of the Consent Agenda.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Mayor Leslie	Yes
Carried.		

Comments on the Consent Agenda

Commissioner Tolland expressed support for Items 6H regarding the Auto Renewal for Trauma Skatepark, LLC, and 6I regarding the 2025 Volusia-Flagler TPO Call for Projects – Hand Avenue Mixed Use Path, thanking Ms. Belin for her comments and service.

Item #7 – Public Hearings

Mayor Leslie opened the Public Hearings.

Item #7A – Comprehensive Plan Amendments, Capital Improvement Element Schedules

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-12
AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-12, on second reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Item #7B – Ending Fluoridation in Water Supply

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-13
AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Jerry Valcik, 236 Ormwood Drive, voiced staunch opposition to the item, citing his career knowledge, and encouraged the Commission to allow further public input on the item, reincorporate the fluoride back into the water supply, and form a resident advisory task force to provide feedback on how citizens want to handle the issue of fluoridation.

Ms. Amy Valcik, 236 Ormwood Drive, inquired if the Commission spoke with experts on the item and discussed the importance of fluoride in water for children. She reviewed the financial benefits to the residents of fluoride in the water. She requested further input from the community and for the Commission to speak with experts on the matter before making a decision.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-13, on first reading, as read by title only.

Commissioner Tolland discussed her research on the item and updates within the state legislature. She voiced neutrality on the topic, noting she would vote yes.

Commissioner Sargent voiced support of the item, noting the research he did on the item. He expressed concerns regarding fluoride in the water.

Commissioner Deaton indicated she spoke with a few experts on the matter and would support the item.

Mayor Leslie agreed with the Commission and would support the item, as there were only a few residents he heard opposition from. He stated he spoke with dentists, who supported the change.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Item #8 – Reports, Suggestions, Requests

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, workshops, and events. She provided updates regarding city projects and employee trainings. She congratulated City Engineer Alex Schumann for being named one of the 40 Under 40 in the Daytona Beach News-Journal.

Ms. Claire Whitley, Assistant City Manager, thanked staff for their work on a property clean-up.

Commissioner Tolland thanked Mr. Wendelstedt and the YMCA staff for their comments. She congratulated Goodwill Ambassadors Debbie Kruck-Forrester and Marvin Miller on their appointments and discussed their contributions to the community. She provided updates from the Opioid Abatement Funding Advisory Board and discussed the project she recently worked on regarding the One Box distributions. She expressed opposition to some of the comments made about her during Audience Remarks. She voiced her disappointment on the media articles regarding Mayor Leslie and the city. She noted the importance of following protocol and representing the city with accuracy. She encouraged the Commission and media to reaffirm their commitment to serving the residents.

Commissioner Sargent thanked the YMCA staff for their comments. He expressed support of the AdventHealth staff and healthcare workers. He stated the Commission Chambers video upgrades were on track to go live soon; whereby, Ms. Whitley stated the upgrades should be completed by the end of the summer break. He discussed the Wilmette Avenue property, which he proposed the city look into purchasing. He read a letter he wrote regarding the city's progress, potential, past growth, and current distractions. He thanked everyone for their dedication to the city, encouraging everyone to move forward together.

Commissioner Deaton expressed support of Commissioner Tolland's outreach regarding the One Box distributions. She thanked Leisure Services Director Robert Carolin for his staff's work regarding debris removal at Nova Ballfield 1. She discussed the conversations she had with DR Horton and their stick signs around town. She thanked staff for their assistance with coordinating the cleanup of a roadway with Florida Department of Transportation. She mentioned her interest for a proactive code enforcement model and requested an update on the homeless/transient workshop; whereby, Ms. Shanahan stated staff was still working on it. She inquired if the Commission would support requesting staff to look into amending the Land Development Code regarding the allotted footage from a gas station to a residential home; whereby, the entire Commission agreed. She discussed what being a City Commissioner entailed in their private lives and publicly, noting her commitment to the city.

Mayor Leslie thanked Ms. Shanahan for the updates regarding the employee trainings, specifically the 100 Percent Club training. He supported the need to raise the City Managers' spending limit; whereby, Ms. Shanahan stated staff was researching other municipalities and it would be brought back at a future meeting. He discussed events he attended and provided updates from them. He shared information regarding the upcoming Mayor's Health and Fitness Challenge; whereby, Commissioner Deaton inquired if the winners could be determined utilizing a different method in future years. He expressed the need for clear communication, asking questions, and professionalism.

Item #9 – Adjournment

The meeting was adjourned at 8:40 p.m.

APPROVED: April 1, 2025

BY:

Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-68
Strategic Goal:	Governance - Other		
Department:	Support Services		
Subject:	Community Development Block Grant Advisory Board Appointment		
Summary:	The purpose of this item is for the City Commission to approve an appointment to the Community Development Block Grant Advisory Board (CDBGAB). Margaret Sharifi resigned from the CDBGAB effective February 19, 2025. Lindsey Wolf has been identified by Mayor Leslie to complete the remainder of the term until January 2027. The CDBGAB consists of 5 members; 1 appointed by the Mayor and 1 by each Zone Commissioner.		
Financial Impact:	None		
Citizen Impact:	City advisory boards are a critical component of municipal government. The City benefits by bringing a variety of perspectives together to provide recommendations on various subjects, ensuring increased transparency, and facilitating community engagement. It is beneficial for the City's advisory boards to be fully appointed.		
Recommended Action (Staff, Advisory Board and/or Other):	The Mayor requests approval of the appointment of Lindsey Wolf to the CDBGAB.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-68 Community Dev Block Grant Adv bd		
Approval:	Kelly McGuire, Finance Director		3/3/2025

	Claire Whitley/Shawn Finley, Assistant City Manager	3/6/2025
	Joyce Shanahan, City Manager	3/7/2025

RESOLUTION NO. 2025-68

A RESOLUTION APPOINTING A MEMBER OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Lindsey Wolf is hereby appointed to serve as a member of the Community Development Block Grant Advisory Board, as the appointee of the Mayor, to complete the two-year term of Margaret Sharifi, whose term expires the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year.

SECTION TWO. The said appointee shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-218 thereof.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-69
Strategic Goal:	Governance - Other		
Department:	Support Services		
Subject:	Leisure Services Advisory Board Appointment		
Summary:	The purpose of this item is for the City Commission to approve a youth organization appointment to the Leisure Services Advisory Board (LSAB). Robert Bowling has resigned from the LSAB. He represented the Ormond Beach Youth Soccer Club. Paul Viscomi has been identified by the organization to fill the remainder of the term until Jan. 2027. The LSAB consists of 10 members; 6 appointed by the Commission and the remaining 4 nominated by the youth sports organizations.		
Financial Impact:	None		
Citizen Impact:	City advisory boards are a critical component of municipal government. The City benefits by bringing a variety of perspectives together to provide recommendations on various subjects, ensuring increased transparency, and facilitating community engagement. It is beneficial for the City's advisory boards to be fully appointed.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the appointment of Paul Viscomi as the Ormond Beach Youth Soccer Club representative.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-69 LSAB appt		
Approval:	Kelly McGuire, Finance Director		3/3/2025

	Claire Whitley/Shawn Finley, Assistant City Manager	3/6/2025
	Joyce Shanahan, City Manager	3/7/2025

RESOLUTION NO. 2025-69

A RESOLUTION APPOINTING A MEMBER TO THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Paul Viscomi is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Soccer Club, Inc. as the youth soccer representative.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-221 thereof.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-70
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Emergency Stationary Bypass Pump Installation		
Summary:	This is a request to award a bid for the Emergency Stationary Bypass Pump Installation project, Bid No. 2025-26. The following lift stations are included in this project: • Lift Station 409 (WM) - Walmart, Bermuda Estates, provides re-pumping of wastewater from systems west of I-95 • Lift Station 102 (1P) - Ocean Village Villas, Gardens of New Britain • Lift Station 202 (2M) - Ridgewood to South Beach Street, between Granada and Hand Avenue • Lift Station 502 (SR) - Saddler's Run Subdivision, provides re-pumping of Tymber Creek systems The installation of emergency bypass pumps in these lift stations will prevent sanitary sewer overflows in surrounding areas during extreme storm events. The pumps have already been purchased by the City. On February 28, 2025, five bids were received and opened. The bids ranged from \$199,539 - 348,000. Staff has reviewed the bids and recommends award to the low bidder, U.S. Water Services Corporation.		
Financial Impact:	The City has received a grant funded through the Federally Funded Hazard Mitigation Grant Program administered by the State of Florida, Division of Emergency Management. This grant will fund \$51,456 of the installation cost. The remainder of the installation cost (\$148,083) will be funded by the 409 - Water and Wastewater System Improvement Fund and will require a budget amendment.		

Citizen Impact:	Surrounding residents will benefit from this project as it will prevent sanitary sewer overflows due to loss of power. Residents will experience temporary inconvenience during construction, as portions of the lift stations will be excavated for installation of the suction/discharge pipe.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of Bid Number 2025-26 to U.S. Water Services Corporation at the contract amount of \$199,539.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 25-70 Bypass pump install-US Water Svc (P25-0029G) 2. US Water Services Corporation - Bid and Bid Bond 3. Signed Bid Tabulation	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	3/7/2025 3/22/2025 3/27/2025

RESOLUTION NO. 2025-70

A RESOLUTION ACCEPTING A BID FROM U.S. WATER SERVICES CORPORATION FOR CONSTRUCTION SERVICES REGARDING THE EMERGENCY STATIONARY BYPASS PUMP INSTALLATION PROJECT, UNDER BID NO. 2025-26; 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. 2025-26) regarding construction services for the emergency stationary bypass pump installation 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 U.S. Water Services Corporation with a bid in the amount of \$199,539.00 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 the Project will be funded from a Hazard Mitigation Grant in the amount of \$68,608.00 and from the Water and Wastewater Improvement Fund (409) in the amount of \$130,931.00 through a budget amendment and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by U.S. Water Services Corporation to perform the Project at a total cost not to exceed \$199,539.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with U.S. Water Services Corporation.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with U.S. Water Services Corporation for the performance of the Project at the said price, and to pay the cost thereof from the Water and Wastewater Improvement Fund and a Hazard Mitigation Grant.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

ORIGINAL

CONTRACTORS NAME U.S. Water Services Corporation LICENSE NO. CUC223914 / CGC003307

PROJECT IDENTIFICATION: **Emergency Stationary Bypass Pump Installation**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-26

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>2/6/2025</u>	<u>1</u>
<u>2/10/2025</u>	<u>2</u>
<u>2/18/2025</u>	<u>3</u>
<u>2/21/2025</u>	<u>4</u>
<u>2/25/2025</u>	<u>5</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.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Total Estimated Price
1	Install Emergency Stationary Bypass Pump – 1P	1	LS	\$ 44,652.00
2	Install Emergency Stationary Bypass Pump – 2M	1	LS	\$ 49,540.00
3	Install Emergency Stationary Bypass Pump – SR	1	LS	\$ 44,683.00
4	Install Emergency Stationary Bypass Pump – WM	1	LS	\$ 40,664.00
5	Unforeseen Accommodations	1	LS	\$20,000

TOTAL BID	\$ 199,539.00
	(Figures)
one hundred ninety nine thousand five hundred thirty nine and 00/100's	
(Words)	

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500) 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

(h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

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

Mailing Address: U.S. Water Services Corporation
Street Address: 4939 Cross Bayou Blvd.,
City, State, Zip Code: New Port Richey FL 34652
Email: CCREGO@USWATERCORP.NET
Telephone No.: 727-848-8292 Fax No.: 727-842-6412

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 February 28, 20 25.

If BIDDER is:

An Individual

By N/A
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By N/A (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

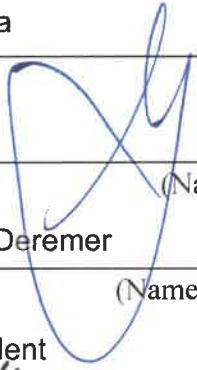
BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By U.S. Water Services Corporation
(Corporation Name)

Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

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

President
(Title)



Attest 

Business address: 4939 Cross Bayou Blvd., New Port Richey FL 34652

Phone No.: 727-848-8292

Fax No.: 727-842-6412

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By N/A
(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.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>Please see attached for reference</u>	

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
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: _____

TRENCH SAFETY STANDARDS

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>100</u>	L.F.	<u>50.00</u>	<u>5,000.00</u>
2. Sheeting/Shoring	<u>50</u>	S.F.	<u>100.00</u>	<u>5,000.00</u>

February 28, 2025

Name (signature) Date

Gary Deremer

Name (typed or printed) President

Title

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
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.

	February 28, 2025
Name (signature)	Date
Gary Deremer	
Name (typed or printed)	
President	
Title	

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
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.

U.S. Water Services Corporation

COMPANY NAME

AUTHORIZED SIGNATURE

Gary Deremer

NAME (PRINT OR TYPE)

President

TITLE

February 28, 2025

DATE

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
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.)
Emergency Stationary Bypass Pump Installation
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: N/A

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.)
Emergency Stationary Bypass Pump Installation
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.

U.S. Water Services Corporation

COMPANY NAME

AUTHORIZED SIGNATURE

Gary Deremer

NAME (PRINT OR TYPE)

President

TITLE

February 28, 2025

DATE

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President of U.S. Water Services Corporation
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: February 28, 20 25 Signed: _____

Title: President Print Name: Gary Deremer

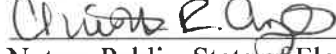
Entity: U.S. Water Services Corporation

STATE OF: FLORIDA COUNTY OF: PASCO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 28th day of February, 2025,
by _____ and who:

☒ Is personally known to me; or ☐ has produced _____
as identification.



Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission



My commission expires: February 4, 2029

This page must be completed & notarized.

BID (Cont'd.)
Emergency Stationary Bypass Pump Installation
ORMOND BEACH, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF PASCO

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

1. My name is Gary Deremer. I am over the age of Twenty-One years old. I am the President of U.S. Water Services Coporation, a
(Title) (Business Name)
non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: February 28, 2025 Signature: _____

Print Name: Gary Deremer

Title: President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 28th day of February, 2025,

by Gary Deremer and who:

☒ Is personally known to me; or ☐ has produced _____
as identification.

Christina R. Crego
Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission

My commission expires: February 4, 2029



This page must be completed & notarized.

END OF BID

00300-17

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

U. S. Water Services Corporation
(hereinafter called Principal) and

Swiss Re Corporate Solutions America Insurance Corporation
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Missouri of with its principal offices in the County of Jackson and authorized to do business in the State of Florida, in the full and just sum of *** FIVE PERCENT OF AMOUNT BID *** Dollars (\$ 5% of Bid) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Emergency Stationary Bypass Pump Installation (Bid No. 2025- 26)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 28th day February, 20 25.

ATTEST:


Witness (SEAL)

By:

U. S. Water Services Corporation
(Principal)

Gary Drenner, President
Swiss Re Corporate Solutions America
Insurance Corporation
(Surety)

By:

April L. Lively
Attorney-in-Fact & FL Licensed
Resident Agent
Inquiries: (407) 834-0022

**END OF SECTION
00410 - 1**

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN DEFOE,

M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS,

WESLEY MATT ADCOCK and AMANDA JO HERSTINE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of JUNE, 20 24

State of Illinois
County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 28TH day of JUNE, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February, 20 25.



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Bid No. 2025-26

[illegible]

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: Lane Carter
Civil Engineer



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-71
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Ormond Shores Park Stormwater Repair		
Summary:	This is a request to award a bid for the Ormond Shores Park Stormwater Repair, Bid No. 2025-10. The City performs a yearly stormwater construction project to maintain aging infrastructure. The stormwater drainage pipe connected to Ormond Shores Park does not drain properly and has partially collapsed. The proposed project will replace collapsed pipe with a larger diameter pipe, increasing stormwater drainage capacity Pipe elevations will also be adjusted to promote increased flow. On February 26, 2025, 8 bids were received and opened. Bids ranged from \$142,250 - 298,050. Staff has reviewed the bids and recommends award to the low bidder, GPS Civil Construction.		
Financial Impact:	This project was budgeted for Fiscal Year 2024-25 in the amount of \$250,000 in Fund 107 - Stormwater Fund.		
Citizen Impact:	The impact on surrounding citizens is expected to be minimal, as work will take place during normal business hours and will not limit access to residents. Construction activities will take place within City rights-of-way and drainage easements.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of Bid Number 2025-10 to GPS Civil Construction at the contract amount of \$142,250.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	1. 25-71 Ormond Shores park stormwater repair-GPS (P25-0031G)		

	2. Completed Bid and Bid Bond	
	3. Signed Bid Tabulation	
Approval:	Kelly McGuire, Finance Director	3/7/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/22/2025
	Joyce Shanahan, City Manager	3/27/2025

RESOLUTION NO. 2025-71

A RESOLUTION ACCEPTING A BID FROM GPS CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND SHORES PARK STORMWATER REPAIR PROJECT, UNDER BID NO. 2025-10; 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. 2025-10) regarding construction services for the Ormond Shores Park stormwater repair 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 GPS Civil Construction, Inc. with a bid in the amount of \$142,250.00 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 for the Project have been appropriated to the credit of the Stormwater Fund (107) and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by GS Civil Construction, Inc. to perform the Project at a total cost not to exceed \$142,250.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with GPS Civil Construction, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with GPS Civil Construction, Inc. 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 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

ORIGINAL

CONTRACTORS NAME GPS Civil Construction, Inc. LICENSE NO. CGC1523245
CUC1225259

PROJECT IDENTIFICATION: **Ormond Shores Park Stormwater Repair**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-10

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>02/10/2025</u>	<u>1</u>
<u>02/13/2025</u>	<u>2</u>
<u>02/20/2025</u>	<u>3</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.)
Ormond Shores Park Stormwater Repair
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

No.	Item	Qty	Units	Unit Cost	Extension
1	Mobilization/Demobilization	1	LS	\$15,000.00	\$15,000.00
2	Remove 12" CMP and Replace with 15" RCP	450	LF	\$70.00	\$31,500.00
3	Asphalt Cut and Patch	200	SY	\$100.00	\$20,000.00
4	Remove Manhole Structure	2	EA	\$10,000.00	\$20,000.00
5	Replace Manhole Structure	1	EA	\$15,000.00	\$15,000.00
6	Remove and Replace Curb	100	LF	\$60.00	\$6,000.00
7	Remove and Replace Sidewalk	30	LF	\$65.00	\$1,950.00
8	Level and Stabilize Drainage Weir	1	EA	\$15,000.00	\$15,000.00
9	Remove and Replace Driveway Apron	25	SY	\$80.00	\$2,000.00
10	Remove and Replace Stormwater Inlet and Apron	1	EA	\$15,000.00	\$15,000.00
11	Hold FPL Utility Pole	1	EA	\$800.00	\$800.00

TOTAL BID

\$ 142,250.00
(Figures)

One hundred forty two thousand two hundred fifty dollars and xx/100

(Words)

00300-2R Addm 2

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
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
- (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

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

Mailing Address: GPS Civil Construction, Inc.
Street Address: 455 Walker Street
City, State, Zip Code: Holly Hill, FL 32117
Email: joseph@gpscivil.com
Telephone No.: 386-872-5811 Fax No.: 386-872-5812

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 February 26, 20 25.

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.: _____

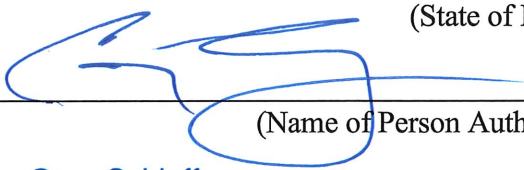
BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By GPS Civil Construction, Inc.
(Corporation Name)

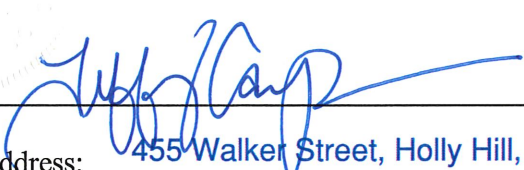
Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

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

President
(Title)

(Corporate Seal)

Attest 
Business address: 455 Walker Street, Holly Hill, FL 32117

Phone No.: 386-572-5811

Fax No.: 386-572-5812

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
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.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
Storm Pipe	Hayes Pipe
Precast Storm Structures	Rinker Materials

Subcontractors:

Work Classification: Concrete Finishing

Name: Romines, Inc.

Address: 4367 Marsh Road, DeLand, FL 32724

Phone Number: 386-822-4626 Fax Number: _____

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
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.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

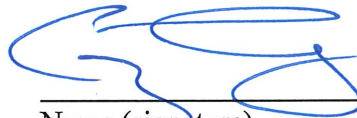
If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>1000</u>	L.F.	<u>\$1</u>	<u>\$1000</u>
2. Sheeting/Shoring	<u>100</u>	S.F.	<u>\$10</u>	<u>\$1000</u>



Name (signature) 02/26/2025
Date
Greg Schlaffer

Name (typed or printed)
President

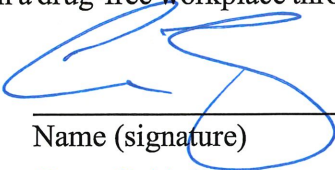
Title

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
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.

 02/26/2025
Name (signature) Date
Greg Schlaffer
Name (typed or printed)
President
Title

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
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.

GPS Civil Construction, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Greg Schlaffer

NAME (PRINT OR TYPE)

President

TITLE

02/26/2025

DATE

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
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.)
Ormond Shores Park Stormwater Repair
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: **N/A**

- 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.)
Ormond Shores Park Stormwater Repair
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.

GPS Civil Construction, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Greg Schlaffer

NAME (PRINT OR TYPE)

President

TITLE

02/26/2025

DATE

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President of GPS Civil Construction, Inc.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: February 26, 20 25 Signed: [Signature]

Title: President Print Name: Greg Schlaffer

Entity: GPS Civil Construction, Inc.

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

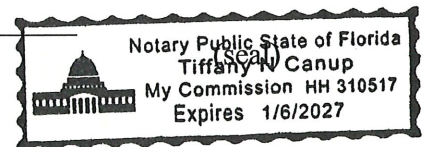
☐ online notarization, this 26th day of February, 20 25,

by Greg Schlaffer and who:

☒ is personally known to me; or ☐ has produced _____
as identification.

[Signature]
Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:



My commission expires: 1/6/27

This page must be completed & notarized.

BID (Cont'd.)
Ormond Shores Park Stormwater Repair
ORMOND BEACH, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF Volusia

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

1. My name is Greg Schlaffer. I am over the age of Twenty-One years old. I am the President of GPS Civil Construction, Inc., a
(Title) (Business Name)
non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: February 26, 20 25 Signature: _____

Print Name: Greg Schlaffer

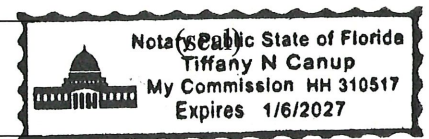
Title: President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 26th day of February, 20 25,
by Greg Schlaffer and who:

☒ Is personally known to me; or ☐ has produced _____
as identification.

Tiffany N Canup
Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

My commission expires: 1/6/27



This page must be completed & notarized.

END OF BID
00300-17

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

GPS Civil Construction, Inc.
(hereinafter called *Principal*) and

Nationwide Mutual Insurance Company
(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State of Ohio with its principal offices in the County of Franklin, and authorized to do business in the State of Florida, in the full and just sum of Five Percent of the Amount Bid----- Dollars (\$---5%---) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

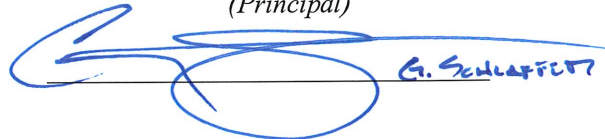
WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Ormond Shores Park Stormwater Repair (Bid No. 2025-10)** in, and for the City and,

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

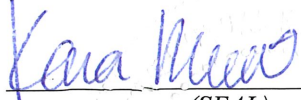
NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 17th day February, 2025.

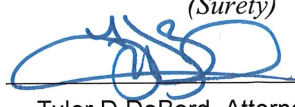
GPS Civil Construction, Inc.
(Principal)

By:  G. Schlafert

ATTEST:


(SEAL)

Nationwide Mutual Insurance Company
(Surety)

By: 
Tyler D DeBord, Attorney-in-Fact

**END OF SECTION
00410 - 1**



BID OPENING TABULATION

Ormond Shores Park Stormwater Repair

Bid No. 2025-10

February 26, 2025 at 2:00 PM

Contractor	Addendum 1	Addendum 2	Addendum 3	Bid Bond	Total Bid
All State Civil	y	y	y	y	\$226,800.00
CCC Cathcart	y	y	y	y	\$235,530.00
Drewry Site Development	y	y	y	y	\$214,606.87
DDS Enterprises	y	y	y	y	\$176,300.00
WT Comp	y	y	y	y	\$213,748.00
JBI Contractors	y	y	y	y	\$248,502.73
GPS Civil	y	y	y	y	\$142,250.00
Sanpik	y	y	y	y	\$298,050.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: Lane Carter
Civil Engineer



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-73
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Ormond Terrace Stormwater Study		
Summary:	This is a request to execute a work authorization with Freese and Nichols, Inc., for professional services for a watershed analysis for the Ormond Terrace neighborhood. The Ormond Terrace neighborhood, bounded by Granada Blvd, Sanchez Ave, US-1, and Beach St, is an older area of town with undersized and absent drainage systems. This area has experienced drainage challenges during the recent hurricanes and high rainfall events. The City recently awarded a professional services continuing contract with Freese and Nichols, therefore staff contacted them to perform a holistic evaluation of the entire Ormond Terrace neighborhood. The proposed evaluation will examine the existing conditions, create a hydraulic model, and develop proposed constructable improvements including the associated costs. The analysis shall conclude with solutions addressing the concerns identified.		
Financial Impact:	This project was not included in the FY 2024-25 budget. The necessary funding of \$299,784 is available to appropriate in Fund 107-Stormwater Fund and will require a budget amendment.		
Citizen Impact:	This project will evaluate the entire watershed and make recommendations to address the drainage concerns. This will improve the drainage and reduce flooding in the neighborhood.		
Recommended Action (Staff,	Staff recommends award of the work authorization for engineering services to Freese and Nichols, Inc., for the not-to-exceed amount of \$299,784.		

Advisory Board and/or Other):							
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	1. 25-73 Ormond Terr Stormwater study-Freese & Nichols (P25-0030G) 2. Freese & Nichols Work Authorization						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>3/14/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>3/22/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>3/27/2025</td> </tr> </table>	Kelly McGuire, Finance Director	3/14/2025	Claire Whitley/Shawn Finley, Assistant City Manager	3/22/2025	Joyce Shanahan, City Manager	3/27/2025
Kelly McGuire, Finance Director	3/14/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	3/22/2025						
Joyce Shanahan, City Manager	3/27/2025						

RESOLUTION NO. 2025-73

A RESOLUTION ACCEPTING A PROPOSAL FROM FREESE AND NICHOLS, INC. FOR PROFESSIONAL SERVICES TO PROVIDE A WATERSHED ANALYSIS OF THE ORMOND TERRACE NEIGHBORHOOD; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Freese and Nichols, Inc., an engineering firm under continuing contract with the City, for professional services to provide a watershed analysis of the Ormond Terrace neighborhood (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Freese and Nichols, Inc. to provide professional services for the aforescribed project at a cost not to exceed \$299,784.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Stormwater Fund (107) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Freese and Nichols, Inc. for professional services to provide a watershed analysis of the Ormond Terrace neighborhood at a cost not to exceed \$299,784.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Freese and Nichols, Inc. to provide professional services for the Project at the said price, and to pay the cost therefor from the Stormwater Fund.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and Freese and Nichols, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Ormond Terrace Watershed Analysis

Project Description: To provide a watershed analysis of the contributing drainage areas that encompass the Ormond Terrace neighborhood, which is bound by Granada Blvd to the south, Beach Street to the east, US1 to the West, and Sanchez Avenue to the North. This analysis will evaluate existing conditions, and create a hydraulic model to provide information for the development of alternate designs for CIP projects to address drainage issues in the area, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Project & Quality Management	Fixed Fee	\$49,301.00
Watershed Data Collection/Date Review	Fixed Fee	\$20,729.00
Hydrologic & Hydraulic Model Development	Fixed Fee	\$132,865.00
Alternative Analysis/CIP Development	Fixed Fee	\$51,693.00
Capital Project Opinion of Probable Cost	Fixed Fee	\$11,048.00
Watershed Study Summary & Results	Fixed Fee	\$34,148.00

Total Fee Authorized: **Not to Exceed** **\$299,784.00**

Funding Source: Stormwater Fund (107)

Estimated Time for Completion: 15 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
FREESE AND NICHOLS, INC.

By: _____
Jason Leslie
Mayor

By: _____
Cory J. Stull
Principal/Vice President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

March 5, 2025

City of Ormond Beach
Engineering Division
22 South Beach Street Suite 104
Ormond Beach, FL 32174

Re: Ormond Terrace Watershed Analysis

Dear April M. Martti,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to City of Ormond Beach, Florida (CLIENT).

PROJECT UNDERSTANDING

The Ormond Terrace neighborhood is one of the City's older areas, characterized by undersized drainage systems and numerous areas lacking adequate drainage features to accommodate rainfall events. This has resulted in frequent flooding and water accumulation, particularly in low-lying intersections on the west side of the neighborhood. The City aims to develop Capital Improvement Projects (CIP) to enhance the drainage infrastructure in Ormond Terrace, bringing it up to the desired Level of Service (LOS). FNI will undertake a comprehensive watershed analysis of the contributing drainage areas encompassing the Ormond Terrace neighborhood.

SCOPE OF SERVICES

Freese and Nichols, Inc. (FNI) will render professional services as outlined in the attached Scope of Services and Responsibilities.

PROJECT SCHEDULE

FNI will commence work upon receipt and execution of a task order and agrees to complete the services per the schedule in the attached Scope of Services.

COMPENSATION

FNI proposes to provide services as described herein for the lump sum fee of Two Hundred Ninety-Nine Thousand Seven Hundred Eighty-Four Dollars (\$299,784.00).

We appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,
FREESE AND NICHOLS, INC.



Cory J. Stull
Principal/Vice President

**CITY OF ORMOND BEACH
ORMOND TERRACE WATERSHED ANALYSIS
SCOPE OF SERVICES AND RESPONSIBILITIES**

SERVICES TO BE PROVIDED

This Task Order is entered into pursuant to the terms of the Continuing Contracts for General Civil Engineering; Information Technology, SCADA, and Telecommunications; Project Management; Stormwater Management; Water and Reuse Distribution/Wastewater Collection; Water Supply and Treatment/Wastewater Treatment Services Agreement associated with RFQ 2023-16 dated May 21, 2024, by and between the City of Ormond Beach, Florida (the "City") and Freese and Nichols, Inc. (FNI).

PROJECT UNDERSTANDING:

FNI will provide a watershed analysis of the contributing drainage areas that encompasses the Ormond Terrace neighborhood. The project limits are bound by Granada Blvd. (SR40) to the south, Beach Street to the east, US No. 1 to the west and Sanchez Avenue to the north. This part of the city is one of the older areas with undersized drainage systems and many areas void of any drainage features to accommodate rainfall events. The city would like to develop CIP projects for this area that they can implement over the next few years to bring this part up the Level of Service (LOS) for this part of the city. This area has numerous existing utilities (private and public) as well as low lying intersections on the west and the highest points of the city (Ridgewood Avenue) toward the east. This effort would be to provide a watershed analysis including alternative designs for the development of CIP projects for this area. (See Attachment A). The watershed study will follow the below outlined scope of work.

A breakdown of the tasks that FNI will conduct as part of this project is shown in **Table 1**. Details of each task are included in the following sections.

Table 1: Project Tasks

TASK	DESCRIPTION
1	Overall Project and Quality Management
2	Watershed Data Collection/Data Review
3	Watershed H&H Model Development/Analysis
4	Alternative Analysis/Capital Project Development
5	Capital Project Opinion of Probable Cost
6	Watershed Analysis Summary and Results

TASK 1 | OVERALL PROJECT AND QUALITY MANAGEMENT

1. Project Kick off Meetings - FNI will conduct a project kickoff meeting with the City to review project scope, schedule, and critical milestones. This meeting will be in-person with a virtual

option. FNI will provide the City with a data request memorandum listing data and information received to date and identifying data needs. FNI will also hold a similar project kickoff meeting internal for the project team to review project scope, schedule, and critical milestones.

2. Overall Project Management/Quality Control - FNI Project Manager (PM) will provide overall project management of the project throughout including file management, scheduling management, financial management as well as team coordination and monthly client updates. The PM will schedule and coordinate all necessary meetings both internally and client related. Subconsultant management will also be provided with this task should it become necessary as part of this contract. The task will run continuously throughout the project life cycle.
3. Project Communication - Throughout the project, monthly status reports will be submitted with invoices that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from and/or discussion with the City staff.

TASK 2 | DRAINAGE BASIN DATA COLLECTION/DATA REVIEW

FNI will coordinate with City staff on obtaining data required for the development of the watershed study. The following information will be gathered and analyzed during this project task.

1. Site Visit – Visit site to observe existing conditions and to ground-truth the City GIS data and other information provided by the City.
 - a. Field Investigations – ground-truth the data and other information received from the City and to enhance the base plan information for critical elements that relate to the project modeling efforts and/or future concept plan development.
2. Gather existing GIS information from City/LiDAR data/open-source data in order to create base plans and to be used in model development.

Note: For the purpose of this project that includes watershed analysis and concept level plan development, FNI will utilize the existing data available from the City and noted in Task 2 above. No field survey or geotechnical data collection via professional engineers is anticipated under this contract. Those services will be necessary during construction plan development, which is outside this scope of work.

TASK 3 | DRAINAGE BASIN HYDROLOGIC AND HYDRAULIC MODEL DEVELOPMENT

1. Existing Conditions
 - a. Develop sub-drainage basin areas based on topographic information and data collection noted above.
 - b. Generate flow hydrographs within the watershed model to develop the existing conditions flows within the basins.
 - c. Establish tailwater conditions for any identified outfall(s).
 - d. Create a hydraulic model based on FNI site visit/GIS and other site data obtained under Task 2 above.
 - e. Use existing site data to develop base plan level documents for conceptual planning and alternative analysis for a later phase.
 - f. Document Existing Condition and identify existing condition restrictions that might exist within this basin and determine an existing level of service (LOS).
2. Proposed Conditions (based on current development level)
 - a. Assume same drainage areas for proposed conditions.
 - b. Create a hydraulic model based on proposed conditions/alternative analysis using existing condition baseline data.
 - c. Analyze proposed conveyance improvements/maintenance improvements for positive impact to the basin and existing roadways.
 - d. Assess overall impacts to the basin based on proposed improvements.
3. Proposed Conditions (based on future development level)
 - a. Update hydrology based on assumption of additional development/redevelopment that might occur in future years based on information and data provided by the City (mostly north of Granada Blvd and may include New Britain Ave., Lincoln Ave., and portions of N. Ridgewood Ave.)
 - b. Assess if additional improvements are needed to drainage system in an attempt to meet a specified level of service.

TASK 4 | ALTERNATIVE ANALYSIS/CAPITAL PROJECT DEVELOPMENT

Based on the results noted within the TM noted above in Task 4, FNI will establish potential future capital improvement projects (CIP) that may be implemented to improve the drainage challenges within this basin. We will generate a maximum of eight (8) projects to a conceptual level. With each project FNI will evaluate the projects permit ability and constructability based on a concept level designs for each project. Should more alternatives be identified, FNI will summarize those findings and rank their effectiveness based on level of improvement, cost-effectiveness, constructability, and overall community benefit.

TASK 5 | CAPITAL PROJECT OPINION OF PROBABLE COST

Once the alternative analysis project concepts have been completed and the constructability

confirmed, FNI will provide a concept level Opinion of Probable Cost (OPCC) for each project. This OPCC combined with the completion of the efforts under Task 4, will provide the city with a recommendation, to be included within an updated TM, on the best approach to addressing the current and future stormwater management for the Ormond Terrace Neighborhood.

TASK 6 | DRAINAGE BASIN STUDY SUMMARY AND RESULTS

FNI will summarize the modeling efforts for the pre and post conditions for the drainage basin. These results will be correlated to possible existing condition concerns that can be identified based on these results. FNI will then identify possible solutions to address these concerns based on the results of the post condition modeling efforts. This will be summarized in a Technical Memorandum (TM) outlining the findings in a Draft TM relating to the existing condition model and then a Final TM at the conclusion of the modeling and conceptual development efforts.

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the services described above are considered Additional Services. Additional Services will only be performed if requested and authorized by the City as set forth in the Continuing Contracts Agreement.

SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Task Order and estimates the work included in this task order will be completed in accordance with schedule shown in **Table 2**.

Table 2: Project Schedule

Task	Description	Calendar Days
Task 1	Overall Project and Quality Management	Ongoing throughout Project
Task 2	Watershed Data Collection/Data Review	90 Days From Kick off meeting with City Staff and receipt of all existing data
Task 3	Watershed Hydrologic and Hydraulic Model Development	145 Days from completion of Task 2
Task 4	Alternative Analysis/Capital Project Development	120 Days from completion of Task 3
Task 5	Capital Project Opinion of Probable Cost	30 Days from completion of Task 4
Task 6	Watershed Study Summary and Results	Draft TM - 45 Days From completion of Task 4 (Existing Conditions) and Final TM - 45 days from completion of Task 5

****Note:** Schedule does not include the Two-Week review time for City review. Draft TM will be submitted for City review during Task 4 and a Final TM will be submitted following completion of Task 6.

COMPENSATION:

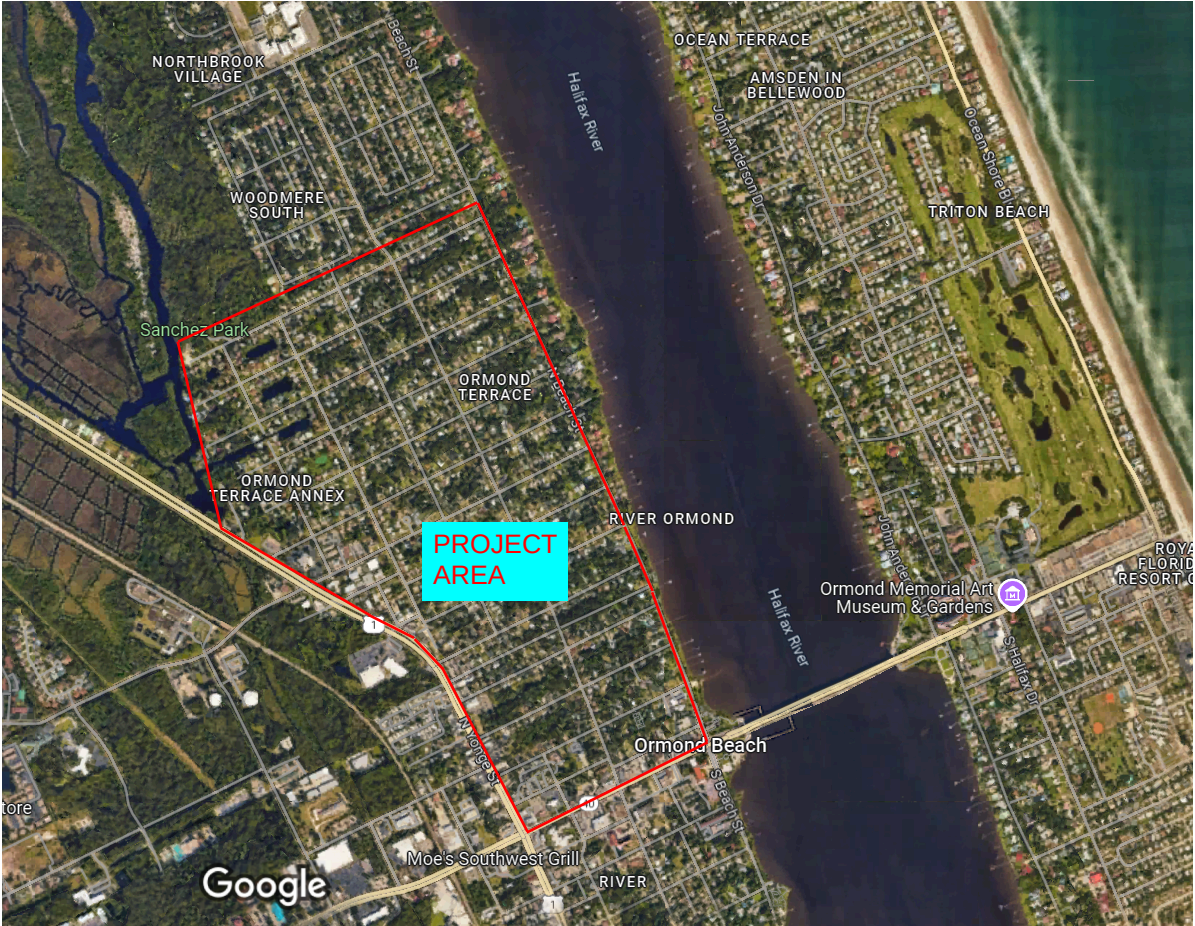
For performance of the services described in this Scope of Services, the City will compensate FNI in the lump sum amount of **\$299,784.00** for Tasks 1 through 6 as shown in **Table 3**. FNI will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved.

Table 3: Compensation for Basic Services

Task No.	Description	LS Fee
1	Overall Project and Quality Management	\$49,301.00
2	Watershed Data Collection/Data Review	\$20,729.00
3	Watershed Hydrologic and Hydraulic Model Development	\$132,865.00
5	Alternative Analysis/Capital Project Development	\$51,693.00
6	Capital Project Opinion of Probable Cost	\$11,048.00
4	Watershed Study Summary and Results	\$34,148.00
Lump Sum Total		\$299,784.00

Ormond Terrace Watershed Analysis 1/7/2025 Detailed Cost Breakdown				Project Fee Summary								
				Basic Services		\$		299,784				
				Special Services		\$		-				
				Total Project		\$		299,784				
Tasks				Labor								
Task	Activity	Basic or Special	Task Description	Curtis Burkett	Beatriz Estrada	Kathryn Harring-Figueroa	Alice Colville	Matt Lewis	John Rinacke	Evan Basaldua	Total Hours	Total Labor Effort
				PM	Model Lead	Model Prod./Proj Eng.	GIS Support	QC				
				\$304.72	\$200.94	\$177.72	\$147.54	\$227.17	\$201.03	\$126.38		
			Project Management									
	PM / Production	Basic	Internal kickoff meeting	4	2	2	2	2		2	14	\$2,956.11
	PM / Production	Basic	External kickoff meeting	4	4	4					12	\$2,713.25
	PM / Production	Basic	Periodic internal meetings	18	12	12		4			46	\$10,942.94
	PM / Production	Basic	Periodic client meetings	12	6						18	\$4,864.46
	PM / Production	Basic	Project Controls	30							30	\$9,145.67
	Quality Control	Basic	QA	24				50			74	\$18,678.46
			Watershed Data Collection/Data Review									
	PM / Production	Basic	Site Visits/Field Investigation/Review	24		16					40	\$10,162.14
	PM / Production	Basic	GIS/LIDAR/Open Source Data			12	40			20	72	\$10,567.31
			Watershed H&H Model Development									
	PM / Production	Basic	Existing Conditions/Plan Development	18	160	72	60			120	430	\$74,486.99
	PM / Production	Basic	Proposed Conditions (Existing Development)	24	80	54	12			40	210	\$39,831.90
	PM / Production	Basic	Proposed Conditions (Future Development)	24	24	18	8			16	90	\$18,546.51
			Alternative Analysis/Capital Project Development									
	PM / Production	Basic	Capital Project Development (8 Max)	40	40	120				80	280	\$51,692.72
			Capital Project Opinion of Probable Cost									
	PM / Production	Basic	Development of OPCC for Capital Projects	6		32			10	12	60	\$11,047.90
			Watershed Analysis Summary and Results									
	PM / Production	Basic	Draft Technical Memorandum	16	24	40	12			16	108	\$20,610.80
	PM / Production	Basic	Final Technical Memorandum	6	16	32	6			16	76	\$13,537.24
Total Hours / Quantity				250	368	414	140	56	10	322	1,560	
Total Effort				\$76,180	\$73,945	\$73,576	\$20,656	\$12,722	\$2,010	\$40,696		\$299,784.40

ATTACHMENT A



imagery ©2025 Google, Imagery ©2025 Airbus, Landsat / Copernicus, Maxar Technologies, Map data ©2025 1000 ft



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-74
Strategic Goal:	Governance - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase - Two 350 Pickup Trucks		
Summary:	This is a request for the City Commission to approve the purchase of 2 Ford F350 Regular Cab Pickup Trucks under the Florida Sheriffs Contract FSA24-VEL-32, Item 164. The trucks will replace vehicle #410, a 2012 Chevy 3500 Pickup Truck, utilized by the Street Maintenance Urban Forestry Section of the Public Works, and vehicle #565, a 2013 Ford F350 utilized by the Stormwater Maintenance Section of Public Works. Both vehicles are included in the approved FY 2024/25 Capital Improvement Plan vehicle replacement schedule.		
Financial Impact:	Sufficient funds are4 available for these purchases; \$47,264 and is included in FY 2024-25 budget within Fund 302 - Vehicle and Equipment Replacement Fund for replacement of Vehicle #410, \$55,810 and is included in FY 2024-25 budget within Fund 107 - Stormwater, Vehicle and Equipment Replacement Fund for replacement of vehicle #565.		
Citizen Impact:	It is beneficial to provide City employees with up-to-date vehicles to be able to provide residents with necessary City services.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase of the 2 Ford F350 Regular Cab Pickup Trucks.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	1. 25-74 Purchase F350s (P25-0022G)		

	2. CC 473-25 Ford F350 Regular Cab Pickup Trucks to replace vehicle 565 3. CC 473-25 Ford F350 Regular Cab Pickup Trucks to replace vehicle 410 4. FSA2-VEL32.0 Vehicle 410-565 replacement 2025
Approval:	Kelly McGuire, Finance Director 3/14/2025 Claire Whitley/Shawn Finley, Assistant City Manager 3/22/2025 Joyce Shanahan, City Manager 3/27/2025

RESOLUTION NO. 2025-74

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF PURCHASE AUTHORIZATIONS FOR THE PURCHASE OF TWO FORD F350 PICK-UP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #410, a 2012 Chevy Pickup Truck, and vehicle #565, a 2013 Ford F350, which have been determined to have exceeded all criteria for replacement, and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) 2025 Ford F350 Pickup Truck in the amount of \$47,264.00, and one (1) 2025 Ford F350 Pickup Truck in the amount of \$55,810.00, from Duval Ford, LLC, under the Florida Sheriffs Association Bid FSA24-VEL32.0, and

WHEREAS, the City's staff is seeking approval of two Purchase Authorizations (copies of which are attached hereto and incorporated herein by reference) for the purchase of the two 2025 Ford F350 Pickup Trucks from Duval Ford, LLC, in the amounts of \$47,264.00 and \$55,810.00, and

WHEREAS, the City Manager has certified that funds for the purchases of the vehicles will be derived from the Vehicle and Equipment Replacement Fund (302) in the amount

of \$47,264.00, and from the Stormwater Fund (107) in the amount of \$55,810.00, and that said funds have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute Purchase Authorizations for the purchase of one (1) 2025 Ford F350 in the amount of \$47,264.00, and one (1) 2025 Ford F350 in the amount of \$55,810.00, from Duval Ford, LLC, under the Florida Sheriffs Association Bid FSA24-VEL32.0, and to pay the costs therefore from the Vehicle and Equipment Replacement Fund and Stormwater Fund.

SECTION TWO. The City Commission hereby declares vehicles #410 and #565 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicles through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500526
Vendor: Duval Ford LLC
Resolution No. 2025-74

Requisition By: Gray Reason: Purchase of One (1) Ford F350 Regular Cab Pickup Trucks
Date: 4/1/2025

Purchase of Purchase of One (1) Ford F350 Regular Cab Pickup Trucks to replace vehicle 565
Florida Sheriffs Contract FSA24-VEL-32, Item 164
Funding through Fund 107 Stormwater – Vehicle and Equipment Replacement Fund

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

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	2025 Ford F350 Regular Cab 142"WB 4x4 drw	EA	1	\$46,243.00	\$46,243.00
2	Single Rear Wheel Option. Includes 8 Foot Bed	EA	1	-\$708.00	-\$708.00
3	Platform Running Boards	EA	1	\$318.00	\$318.00
4	Tough Bed® spray-in bedliner	EA	1	\$592.00	\$592.00
5	Ship Thru Qualified body modifier	EA	1	\$625.00	\$625.00
6	G2-60-1342 TP38: Tommy Dual Hyd Cylinder Lift 1300 lb	EA	1	\$8,665.00	\$8,665.00
7	30 Day Florida Temporary Tag	EA	1	\$7.00	\$7.00
8	Tag and Title processing and handling fee	EA	1	\$68.00	\$68.00
					\$55,810.00

SIGNED BY (CITY):

SIGNED BY(VENDOR):

MAYOR

PRINCIPAL OF COMPANY

CITY MANAGER

WITNESS

DATED: _____

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

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

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

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

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

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

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

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

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

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

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

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

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

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

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



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500524
Vendor: Duval Ford LLC
Resolution No. 2025-74

Requisition By: Gray Reason: Purchase of One (1) Ford F350 Regular Cab Pickup Trucks
Date: 4/1/2025

Purchase of Purchase of One (1) Ford F350 Regular Cab Pickup Trucks to replace vehicle 410
Florida Sheriffs Contract FSA24-VEL-32, Item 164
Funding through Fund 302 - Vehicle and Equipment Replacement Fund.

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

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	2025 Ford F350 Regular Cab 142"WB 4x4 drw	EA	1	\$46,243.00	\$46,243.00
2	Single Rear Wheel Option. Includes 8 Foot Bed	EA	1	-\$708.00	-\$708.00
3	Platform Running Boards	EA	1	\$318.00	\$318.00
4	Tough Bed® spray-in bedliner	EA	1	\$592.00	\$592.00
5	LED Pillar Mounted Spotlight	EA	1	\$744.00	\$744.00
6	30 Day Florida Temporary Tag	EA	1	\$7.00	\$7.00
7	Tag and Title processing and handling fee	EA	1	\$68.00	\$68.00
					\$47,264.00

SIGNED BY (CITY):

SIGNED BY(VENDOR):

MAYOR

PRINCIPAL OF COMPANY

CITY MANAGER

WITNESS

DATED: _____

DATED: _____

City of Ormond Beach

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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.

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

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

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

NOTICE OF FINAL AWARD **CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles**

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

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

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. This contract is in effect beginning October 1, 2024, through September 30, 2025.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

- Pickup Trucks – 4x4

- Pursuit Rated & Pursuit Hybrid Vehicles
- Special Service Vehicles
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

The competitive process for this award began in January 2024, when the FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding automotive and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

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

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

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

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

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

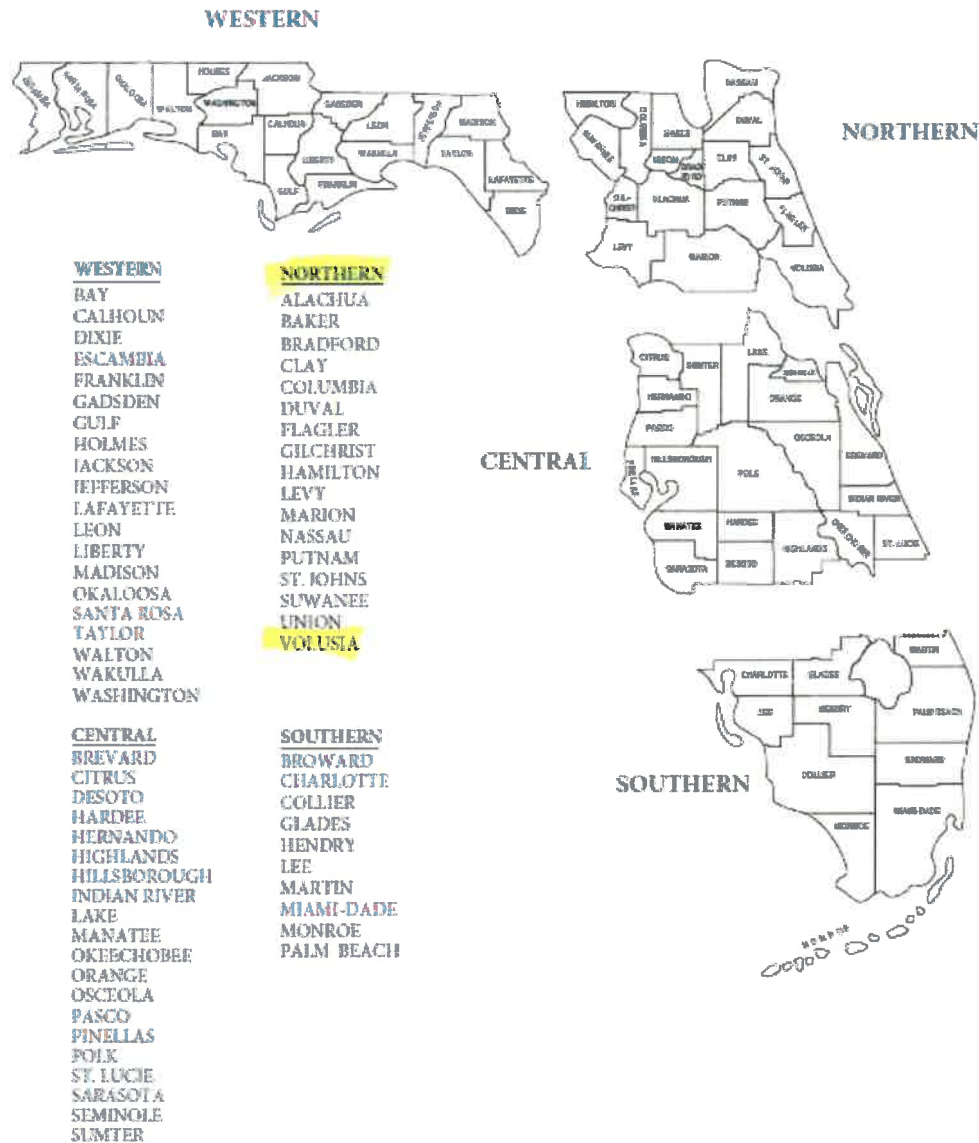
14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WATL 2013



CIP Work Sheet FY 2024-25

Description	Year	Department	#	2024-25
Chevy 3500	2012	Street Maint.	410	50,000
Ford F450	2012	Street Maint.	252	80,000
Ford Escape	2012	Leisure Services	415	30,000
Chevy Pickup	2012	Leisure Services	413	26,000
Ford 3/4 ton Pickup	2003	Leisure Services	530	26,000
Chevy Colorado	2012	Engineering	160	30,000
Ford Escape	2009	Engineering Insp	154	30,000
Total General				272,000

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: # 410	Evaluated by	Christine Jarrell, Garage Supervisor
Dept.3003 Roadside	Supervisor:	Kevin M Gray, Deputy PW Director
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 25 points because it is 25 years old.	12	2012 Chev 3500 Pick up
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	98,338 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	Scratches around truck. Headlight faded. Interior worn steering column worn. Has engine oil leak.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	4	road work
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	1	we see it every other months or so.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	2	Purchase Price \$21,557.00 \$13,204.49 LTD M&R 61% of Purchase Price Cost per mile \$.14
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	32	(Shop Supervisor approval required)
28 + points	x	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent
Budget shows \$26,000.00 Replacement cost is \$35,421.00		

Bid Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pickup Trucks – 4x4**Item:** 164, Ford, F-350 XL Super Duty Regular Cab DRW 4x4, F3D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	\$46,463.00	Build	Options
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$46,729.00	Build	Options
	Alternate	Garber Ford Inc	\$47,069.00	Build	Options
Northern	Primary	Duval Ford LLC	\$46,243.00	Build	Options
	Alternate	BOZARD FORD	\$46,707.00	Build	Options
	Alternate	Garber Ford Inc	\$46,869.00	Build	Options
Central	Primary	Duval Ford LLC	\$46,343.00	Build	Options
	Alternate	Garber Ford Inc	\$46,969.00	Build	Options
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$47,256.00	Build	Options
Southern	Primary	Duval Ford LLC	\$46,443.00	Build	Options
	Alternate	Garber Ford Inc	\$47,069.00	Build	Options
	Alternate	BOZARD FORD	\$47,264.00	Build	Options

#410
REP.
STREETS

ORMOND BEACH

Prepared for:

ORMOND BEACH
CHRISTINE JARRELL
386-676-6265
Christine.Jarrell@ormondbeach.net

REF: STREETS # 410

Contract Holder:

2/28/25

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
bambidarr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32254

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFF'S ASSOCIATION LIGHT VEHICLE CONTRACT PEA 24-VEL-32**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: Rate of Hr \$100	Parts QTY	Code	Equipment	UNIT PRICE		EXTENDED
	1	F3D NORTH	Item 164: 2025 Ford F350 Regular Cab 142"WB 4x4 drw. Power Windows, Locks, Keyless Entry	\$ 46,243.00		\$ 46,243.00
	1	SRW.F3B	Single Rear Wheel Option (F3B) for F350 Pickup (F3D). Includes 8 Foot Bed	\$ (708.00)		\$ (708.00)
	1	99A.44F	6.8L 2V DEVCT NA PFI V8 Gas (Flex Fuel)/TorqShift-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) N/A on W3C	Standard		\$ -
	1	610A	Equipment Group:XL (Power Windows & Door Locks)	\$ -		\$ -
	1	18B REG	Platform Running Boards	\$ 318.00		\$ 318.00
	1	85S	Tough Bed® (spray-in bedliner; includes tailgate Guard, black box bed tie-down hooks and black bed attachment bolts; NA	\$ 592.00		\$ 592.00
	1	LEDSPOT	LED Pillar Mounted Spotlight (Z21016-0002, 9078)	\$ 744.00		\$ 744.00
	1	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$ 7.00		\$ 7.00
	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery.	\$ 68.00		\$ 68.00
	1					
	1	Z1	Oxford White	No Charge		\$ -
	1	AS	Gray Vinyl Seat 40/20/40	\$ -		\$ -
	1		Vinyl Floor	\$ -		\$ -
	1			\$ -		\$ -
		TOTAL LABOR HOURS				
		Additional Notes				
UNIT COST						\$ 47,264.00
TOTAL QUANTITY				1	TOTAL PURCHASE	\$ 47,264.00

MAJOR PRODUCT SUMMARY

XL	All XL content, plus:	All XLT content, plus:	Lariat
MECHANICAL - Brakes – Four-Wheel Disc Anti-lock Brake System (ABS) - Electronic Shift-On-the-Fly (ESOF) (4x4 only) - Engine - F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas - F-450 – 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 - Transmission - TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas) - TorqShift® ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel) EXTERIOR - Bumpers – front & rear, black painted - Daytime Running Lamps - Fender vents – front - Front Box Step and Rear Bumper Step - Glass – solar-tinted - Grille – black painted - Handles – door & tailgate, black - Jack 3-Ton mechanical (250/350 SRW) 4-Ton hydraulic (350 DRW/450) - Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals - Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only) - Splash Guards/Mud Flaps – Front (F-450 only) - Tailgate – Removable w/ key lock - Three-Blink™ lane change signal - Tow hooks – front, two (2) 2.5" Built Ford Tough® Trailer Hitch Receiver - Trailer Sway Control - Trailer Tow Package – 7-wire harness w/ relays & 7/4 pin connector - Wheels - F-250/F-350 SRW – 17" Argent Painted Steel w/ painted hub covers/center ornaments - F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included) - F-450 – 19.5" Forged Polished Aluminum w/ bright hub covers/center ornaments - Manual Locking Hub (4x4) - Spare tire, wheel & carrier - Windshield wipers – intermittent INTERIOR/COMFORT 12" LCD Productivity Screen; includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications - Air conditioning – manual, single zone - Cabin Air Particulate Filter - Door-trim – armrests/grab handle & reflector - Floor covering – Black, full length vinyl - Instrumentation – Multi-function switch message center - Mirror – rearview 11.5" day/night - Outside Temperature Display - Overhead console w/ storage bins and map lights - Power Equipment Group – 1st row (front-seat) windows w/ one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/ backlit switches & accessory delay; power tailgate lock - Powerpoint – auxiliary two (2) in instrument panel - Scuff plates – front, color-coordinated - Seats – Front, HD vinyl, 40/20/40 split bench w/ center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/ integrated restraint - Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control - Sun visors – color-coordinated cloth, driver w/ pocket, passenger w/ uncovered mirror - Window – Rear, fixed SAFETY/SECURITY - AdvanceTrac® with RSC® (Roll Stability Control™) - Belt-Minder® (front safety belt reminder) - Chime & flashing warning light on I/P if belts not buckled - Center High-mounted Stop Lamp (CHMSL) - Driver and passenger frontal airbag; passenger side deactivation switch - Engine Only Traction Control (DRW only) - Headlamps – Quad beam jewel effect halogen - Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only - Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals - Rear View Camera - Remote keyless entry - Safety belts – w/ height adjustment D-ring - Safety Canopy® System (incl. side-curtain airbags) - SecuriLock® Passive Anti-Theft System - SOS Post-Crash Alert System™ - Stationary Elevated Idle Control - Ford Security Package (1-year included with activation) FORD CO-PILOT360™ TECHNOLOGY - AutoLamp (Auto On/Off Headlamps) - Autolock, Auto unlock - Cruise Control - Hill Start Assist FUNCTIONAL - Audio – AM/FM stereo/MP3 Player speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab - FordPass Connect™ (5G) 5G Wi-Fi hotspot connects up to 10 devices¹ - Remotely start, lock and unlock vehicle² - Schedule specific times to remotely start vehicle² - Locate parked vehicle² - Check vehicle status² - Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect™ 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercial.solutions.ford.com or email cs1@ford.com or by calling 833-FCS-ord. (833-32-3673). - Rear axle - Non-Limited-Slip (F-250 and F-350) 4.30 Limited-Slip (F-450) - SYNC® 4 8" LCD Capacitive Touchscreen with Swipe Capability - Wireless Phone Connection - Cloud Connected - AppLink® w/ App Catalog 911 Assist® - Apple CarPlay® and Android Auto™ Compatibility - Digital Owner's Manual	MECHANICAL 4x4 only EXTERIOR - Four pickup box tie-down plates - Bumper – front & rear, chrome - Grille – bright chrome - Fog Lamps – Halogen - Wheels – F-250/F-350 SRW – 18" Sparkle Silver Painted Cast Aluminum w/ bright hub covers/center ornaments INTERIOR/COMFORT 120V/400W outlets; one (1) dash mounted and one (1) in rear console - Air conditioning vents – black w/ chrome ring - Door-trim – soft armrest, grab handle, power window/lock switches, molded upper applique and reflector (applique and armrest are accent-color); front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab - Floor covering – color-coordinated, full carpet - Floor mats – color-coordinated carpet - Seats, Front - Front, high-series cloth 40/20/40 split bench – 20% center under-seat storage, w/ center armrest, cupholder and storage. 8-way power driver - Two-way adjustable driver/passenger headrests - Sun visors – Color-coordinated, Cloth, both driver and passenger w/ covered mirrors - Windows – rear, fixed privacy glass SAFETY/SECURITY - Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals FORD CO-PILOT360™ TECHNOLOGY - Automatic High Beam - Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning FUNCTIONAL - Trailer Brake Controller (incl. Smart Trailer Tow Connector)	EXTERIOR 6" Angular Bright Anodized step bar (F-350 DRW/F-450) - Grille – bright chrome (includes chrome inserts) - Handles – body-color, door, tailgate - LED Box Lighting (incl. LED Center High-Mounted Stop Lamp (CHMSL)) - Rein-Sensing Windshield Wipers - Remote Tailgate Release - Wheels - F-250/F-350 SRW – 18" Bright Machined and Carbonized Gray Painted Aluminum - F-350 DRW – 17" Forged Polished Aluminum w/ bright hub covers/center ornaments INTERIOR/COMFORT 12" LCD Productivity Screen; includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications - Ambient Lighting – Fixed Color - Air conditioning – Dual-Zone Electronic Automatic Temperature Control (DEATC) - Air conditioning vents – silver metallic with chrome ring - Door-trim – soft armrest grab handle, power window/lock switches and reflector; front and rear map pockets on Crew Cab - Easy Entry Driver's Seat w/ Memory - Memory Power-Adjustable Pedals - Seats, Front - ActiveX® Seating Material 40/Console/40 - Front Heated/Ventilated Seating 8-way power driver & passenger seats (six-way power-adjustable-track, two-way power recline and two-way power lumbar) with Memory - Seats, Rear - Armrest with cupholders (Crew Cab) - Heated (40/console/40 seat on Crew Cab) - Steering Wheel – wrapped Heat, and audio controls - Sun visors – color-coordinated cloth, both driver and passenger w/ covered illuminated visor vanity mirror - Window – rear, power-sliding with privacy glass and defrost SAFETY/SECURITY - Headlamps – LED Reflector - Halogen with LED Reverse Tailamps - LED Foglamps - Mirrors – Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, Memory, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights and Black skull caps) - Mirror – rearview, electrochromic self-dimming FORD CO-PILOT360™ TECHNOLOGY 360-Degree Camera Package - BLIS® with Cross-Traffic Alert and Trailer Coverage (BLIS® sensor in tailamp) - Intersection Assist - Reverse Brake Assist - Rear Parking Sensors FUNCTIONAL - Audio - Premium AM/FM MP3 player 8-DOE Sound System by Bang & Olufsen® with HD Radio™ (8 speakers including subwoofer) - F-250 Greater than 10K GVWR Package - Intelligent Access with Push-button Start (PEPS) - Remote Start System - Universal Garage Door Opener (UGDO) - SiriusXM® Radio w/ 360L - Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii - Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. - SYNC® 4 with Enhanced Voice Recognition 12" LCD Capacitive Touchscreen with Swipe Capability - Information On Demand Panel - Wireless Phone Connection - Cloud Connected - AppLink® w/ App Catalog 911 Assist - Apple CarPlay® and Android Auto™ Compatibility - Digital Owner's Manual - Conversational Voice Command Recognition - Connected Navigation® - Wireless Charging Pad (40/Console/40 only)	

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

² FordPass Connect™ (optional on select vehicles), the Ford Pass App, and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.forddealer.com for the most current information.

★ = New for this model year



5	SE FSD E	FORD CO-PILOT360™ TECHNOLOGY • AutoLamp (Auto On/Off Headlamps) • Autolock, Auto unlock • Cruise Control • Hill Start Assis	Standard	0.00%	Standard
6	SE FSD F	FUNCTIONAL • Audio – AM/FM stereo/MP3 Player speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab • FordPass Connect™ (5G) — 5G Wi-Fi hotspot connects up to 10 devices — Remotely start, lock and unlock vehicle — Schedule specific times to remotely start vehicle — Locate parked vehicle — Check vehicle status	Standard	0.00%	Standard
7	SE FSD G	• Rear axle — Non-Limited-Slip (F-250 and F-350) — 4.30 Limited-Slip (F-450) • SYNC® 4 — 8" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual	Standard	0.00%	Standard
8	OEM Options	Description	Contract Price	%	MSRP
19	SRW.F3B	Single Rear Wheel Option [F3B] for F350 Pickup [F3D]. Includes 8 Foot Bed	\$ (708.00)	50.00%	NA
27	Vehicle Upgra	Description	Contract Price	%	MSRP

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79	53W	5TH WHEEL/GOOSENECK HITCH PREP PACKAGE (53W) • Optional on XL, XLT, Lariat, King Ranch® and Platinum • Standard on F-450 Includes: • Five (5) pickup bed attachment points w/plugs • One (1) frame under-bed cross member • One (1) integrated 7-pin connector on driver's side pickup bed wall • Tailgate Delete Cap Kit 5th Wheel Hitch Compatibility: • The 5th Wheel/Gooseneck Prep Package (53W) is compatible w/the factory orderable 5th Wheel Hitch Kits (15K and 15L) and Dealer-installed Ford Accessories 5th Wheel Hitch kit by Reese – part #BC3Z-19D520-A (8 ft. box only). The prep package is also compatible w/Reese Signature Series 5th wheel hitch kits updated w/a new Leg Service Kit – Part# BC3Z-A00A25-A (8 ft. box only) • The 5th Wheel Hitch Kit-15K, 5th Wheel Hitch Kit-15L and Dealer-installed Ford Accessories 5th Wheel Hitch kit by Reese – part # BC3Z-19D520-A is not released to the short box (6.75 ft. box) Gooseneck Hitch Compatibility: • The 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable Gooseneck Hitch Kit-15J, Gooseneck Dual Hitch Kit-15E or Dealer-installed Ford Customer Accessories Gooseneck hitch by Reese – part # BC3Z-19F503-A (8 ft. box and 6.75 ft. box)	\$ 547.00	0.50%	\$ 550.00
		✓ 80 18b REG Platform Running Boards	\$ 318.00	0.50%	\$ 320.00
		83 592 LED Roof Marker/Clearance Lamps (Std. on F-350 DRW & F-450)	\$ 94.00	0.50%	\$ 95.00
		84 85G Tailgate Step (includes step and handle; NA w/ Pickup Box Delete (66D))	\$ 373.00	0.50%	\$ 375.00
		✓ 85 85S Tough Bed® (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts; NA w/ Pickup Box Delete (66D))	\$ 592.00	0.50%	\$ 595.00
		86 43B Defrost with Fixed and Privacy Glass (Privacy Glass is standard on XLT; XL req. Privacy Glass (924))	\$ 60.00	0.50%	\$ 60.00
		87 435.924 Power-Sliding Glass with Defrost and Privacy Glass (924 Privacy Glass is standard on XLT)	\$ 463.00	0.50%	\$ 465.00
		88 43C 120V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet; 2nd outlet in the console req. 40/Console/40 seats)	\$ 174.00	0.50%	\$ 175.00
		89 52S Interior Work Surface (req. 40/20/40 seat)	\$ 139.00	0.50%	\$ 140.00
		90 76S Remote Start System	\$ 249.00	0.50%	\$ 250.00

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527	FCL	Front Camera Re-locate	\$ 537.00	45%	DIO
528	Lighting	Description [See Lighting Section for AlaCarte lights]	Contract Price	%	MSRP
529	ARGES	Whelen Remote Spotlight Driver Side Mount (ARGES1, ARGCH1, ARG47DD)	\$ 997.00	15%	DIO
530	STLIGHT	Streamlight Rechargeable Stinger Flashlight-75712	\$ 217.00	25%	DIO
531	LEDSPOT	LED Pillar Mounted Spotlight- [221016-0002, 9078]	\$ 744.00	20%	DIO
532	GOLITE	LED Permanent Mount Go-Light brand spot light 20074GT	\$ 840.00	20%	DIO
533	SBL	3RD Brake Light Safety Pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$ 186.00	20%	DIO
534	LED PKG 1	SUPER DUTY PERIMETER LIGHTING PACKAGE: A: (2) SOUNDOFF: 3" mpower screw mount EMPS1SMS3(Y) (DUAL COLOR) Location: Grille B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Bumper ~Ford Sync Vehicle Integrated Controller Available with this package	\$ 765.00	29%	DIO
535	LED PKG 2	SUPER DUTY PERIMETER LIGHTING + MINI BAR: A: (2) SOUNDOFF: 3" mpower screw mount EMPS1SMS3(Y) (DUAL COLOR) Location: Grille B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Bumper C: (1) SOUNDOFF: nROADS mini 17" Lightbar Location: Roof, fixed mount. ~Ford Sync Vehicle Integrated Controller Available with this package	\$ 1,485.00	29%	DIO
536	LED PKG 3	SUPER DUTY PERIMETER LIGHTING + LIGHTBAR: A: (2) SOUNDOFF: 3" mpower screw mount EMPS1SMS3(Y) (DUAL COLOR) Location: Grille B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Bumper C: (1) SOUNDOFF: 54" nROADS Lightbar Location: Roof, fixed D: (1) SOUNDOFF: 600 series 6 switch controller ETSP6F ~Ford Sync Vehicle Integrated Controller Available with this package	\$ 2,930.00	29%	DIO
537	LED PKG 4	SUPER DUTY PERIMETER LIGHTING + LIGHTBAR - FIRE: A: (2) SOUNDOFF: 3" mpower screw mount EMPS1SMS3(Y) (DUAL COLOR) Location: Grille B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Bumper C: (1) SOUNDOFF: 55" mPOWER Lightbar Location: Roof, fixed D: (1) SOUNDOFF: Handheld nERGY 400 series siren handheld ETSA462HPP Location: In cab E: (1) SOUNDOFF: 100J Series composite speaker ETSS100J Location: behind grille ~Ford Sync Vehicle Integrated Controller Available with this package	\$ 5,443.00	29%	DIO

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154	IDB575	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,765.00	0.00%	\$ 1,765.00
155	IDB5100	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,115.00	0.00%	\$ 2,115.00
156	IDE575	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,990.00	0.00%	\$ 1,990.00
157	IDE5100	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,490.00	0.00%	\$ 2,490.00
158	IDP575	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,415.00	0.00%	\$ 2,415.00
159	IDP5100	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,985.00	0.00%	\$ 2,985.00
160	FINAL DELIVERY	Description	Contract Price	%	MSRP
161	OZN	Option for State agency sourcing off FSA award. This fee is updated in Florida statute for myfloridamarketplace purchases when utilizing contracts outside of the Department of Management Services. This fee is collected, reported, and paid to the State; calculated at approximately 1% of the total purchase order amount. Option price listed is based on a 0.7% calculation on an average Sale amount of \$45000. Final determination TBD relative to specific quote.	\$ 315.00	0.00%	Quoted
✓ 162	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	0.00%	NA
✓ 163	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$ 7.00	0.00%	NA
164	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,295.00	0.00%	NA
165	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	0.00%	NA

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CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Stormwater

PROJECT#

107VEH

CATEGORY

Vehicle and Equipment Replacement

FUND

107-Stormwater

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of the program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified by the Fleet Manager as: 1) incurring the greatest maintenance expense over the life of the vehicle, 2) reaching or exceeding their expected life in terms of age, and 3) having relatively high mileage.

The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime which in turn increases service availability to the community.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>Total 2024-25 to 2028-29</u>
Vehicle Replacement	305,000	0	0	0	0	305,000
Total	305,000	0	0	0	0	305,000

<u>REVENUE</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>Total 2024-25 to 2028-29</u>
Stormwater Charges	305,000	0	0	0	0	305,000
Total	305,000	0	0	0	0	305,000

CIP Work Sheet FY 2024-25

Ford F350	2013	Stormwater	565	55,000
Gradall X	2006	Stormwater	276	250,000
Total Stormwater				305,000

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: # 565	Evaluated by Christine Jarrell, Garage Supervisor	
Dept.3011 Stormwater	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 25 points because it is 25 years old.	11	2013 Ford F350
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	7	69,163 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Cab and body scratches all around body tail gate paint coming off. Engine and transmission have small oil leaks. Interior badly worn and dirty. Headlight lenses fading out.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	2	Stormwater
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	1	Every couple of months or so.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	2	Purchase Price \$21,336.00 \$13,990.38 LTD M&R 65% of Purchase Price Cost per mile \$.20
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	26	(Shop Supervisor approval required)
28 + points		Needs immediate replacement
23-27 points	X	Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent
Budget shows \$28,000.00 Replacement cost is \$32,000.00 upgrade to 4X4 \$3,500.00 Up Grade to a lift gate \$3,800.00		

#565
REP.
STORMWATER

ORMOND BEACH

Prepared for:

ORMOND BEACH
CHRISTINE JARRELL
386-676-6265
Christine.Jarrell@ormondbeach.org

REF: STORMWATER # 565

Contract Holder

2/28/25

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
bambi.darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32254

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT PSA 24-VEL-22. If you have any questions regarding this quote please call. Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor Rate/Hr \$100	Parts Qty	Code	Equipment	UNIT PRICE	EXTENDED
	1	F3D NORTH	Item 164: 2025 Ford F350 Regular Cab 142"WB 4x4 drw. Power Windows, Locks, Keyless Entry	\$ 46,243.00	\$ 46,243.00
	1	SRW.F3B	Single Rear Wheel Option (F3B) for F350 Pickup (F3D). Includes 8 Foot Bed	\$ (708.00)	\$ (708.00)
	1	99A.44F	6.8L 2V DEVCIT NA PFI V8 Gas (Flex Fuel)/TorqShift G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) N/A on W3C	Standard	\$ -
	1	610A	Equipment Group: XL (Power Windows & Door Locks)	\$ -	\$ -
	1	188 REG	Platform Running Boards	\$ 318.00	\$ 318.00
	1	85S	Tough Bed* (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts; NA	\$ 592.00	\$ 592.00
	1	(31")	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter.	\$ 625.00	\$ 625.00
	1	RLG 2	G2-60-1342 TP38: Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 55" x 38" 4" 2" PC for Pickup Trucks Requires (31") ship	\$ 8,665.00	\$ 8,665.00
	1	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$ 7.00	\$ 7.00
	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery.	\$ 68.00	\$ 68.00
	1				
	1	Z1	Oxford White	No Charge	\$ -
	1	AS	Gray Vinyl Seat 40/20/40	\$ -	\$ -
	1		Vinyl Floor	\$ -	\$ -
	1			\$ -	\$ -
		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					\$ 55,810.00
TOTAL QUANTITY				1	
				TOTAL PURCHASE	\$ 55,810.00

Did Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pickup Trucks – 4x4**Item:** 164, Ford, F-350 XL Super Duty Regular Cab DRW 4x4, F3D

Zone	Rank	Vendor	Price
Western	Primary	Duval Ford LLC	\$46,463.00
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$46,729.00
	Alternate	Garber Ford Inc	\$47,069.00
Northern	Primary	Duval Ford LLC ✓	\$46,243.00 ✓
	Alternate	BOZARD FORD	\$46,707.00
	Alternate	Garber Ford Inc	\$46,869.00
Central	Primary	Duval Ford LLC	\$46,343.00
	Alternate	Garber Ford Inc	\$46,969.00
	Alternate	SAG Cocoa, LLC dba Cocoa Ford	\$47,256.00
Southern	Primary	Duval Ford LLC	\$46,443.00
	Alternate	Garber Ford Inc	\$47,069.00
	Alternate	BOZARD FORD	\$47,264.00

MAJOR PRODUCT SUMMARY

XL	XL ¹	Lariat
MECHANICAL - Brakes – Four-Wheel Disc Anti-lock Brake System (ABS) - Electronic Shift-On-the-Fly (ESOF) (4x4 only) - Engine - F-250/F-350 – 6.8L 2V DECT NA PFI V8 Gas - F-450 – 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 - Transmission - TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas) - TorqShift® ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel) EXTERIOR - Bumpers – front & rear, black painted - Daytime Running Lamps - Fender vents – front - Front Box Step and Rear Bumper Step - Glass – solar-tinted - Grille – black painted - Handles – door & tailgate, black - Jack 3-Ton mechanical (250/350 SRW) 4-Ton hydraulic (350 DRW/450) - Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals - Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only) - Splash Guards/Mud Flaps – Front (F-450 only) - Tailgate – Remote-release w/key lock “Three-Blink” lane change signal - Tow hooks – front, two (2) 2.5” Built Ford Tough® Trailer Hitch Receiver - Trailer Sway Control - Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector - Wheels - F-250/F-350 SRW – 17” Argent Painted Steel w/painted hub covers/center ornaments - F-350 DRW – 17” Argent Painted Steel (hub covers/center ornaments not included) - F-450 – 19.5” Forged Polished Aluminum w/bright hub covers/center ornaments - Manual Locking Hub (4x4) - Spare tire, wheel & carrier - Windshield wipers – intermittent INTERIOR/COMFORT 12” LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications - Air conditioning – manual, single zone - Cabin Air Particulate Filter - Door-trim – armrest/grab handle & reflector - Floor covering – Black full length vinyl - Instrumentation – Multi-function switch message center - Mirror – rearview 11.5” daylight - Outside Temperature Display - Overhead console w/ storage bins and map lights - Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock - Powerpoint – auxiliary two (2) in instrument panel - Scuff plates – front, color-coordinated - Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver’s side), front center-seat w/integrated restraint - Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control - Sun visors – color-coordinated cloth, driver w/pocket, passenger w/uncovered mirror - Window – Rear, fixed SAFETY/SECURITY - AdvanceTrac® with RSC® (Roll Stability Control™) - Belt-Minder® (front safety belt reminder) - chime & flashing warning light on IP if belts not buckled - Center High-mounted Stop Lamp (CHMSL) - Driver and passenger frontal airbag; passenger side deactivation Switch - Engine Only Traction Control (DRW only) - Headlamps – Quad beam jewel effect halogen - Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only - Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals - Rear View Camera - Remote keyless entry - Safety belts – w/height adjustment D-ring - Safety Canopy® System (incl. side-curtain airbags) - SecuriLock® Passive Anti-Theft System - SOS Post-Crash Alert System™ - Stationary Elevated Idle Control - Ford Security Package (1-year included with activation) FORD CO-PILOT360™ TECHNOLOGY - AutoLamp (Auto On/Off Headlamps) - Autolock, Auto unlock - Cruise Control - Hill Start Assist FUNCTIONAL - Audio – AM/FM stereo/MP3 Player speakers, four (4) with Regular Cab, six (6) with SuperCab and Crew Cab - FordPass Connect™ (5G) 5G Wi-Fi hotspot connects up to 10 devices¹ - Remotely start, lock and unlock vehicle² - Schedule specific times to remotely start vehicle² - Locate parked vehicle² - Check vehicle status² - Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect™ 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercial.solutions.ford.com or email fcsl@ford.com or by calling 833-FCS-Ford. (833-327-3673). - Rear axle - Non-Limited-Slip (F-250 and F-350) 4.30 Limited-Slip (F-450) - SYNC® 4 8” LCD Capacitive Touchscreen with Swipe Capability - Wireless Phone Connection - Cloud Connected - AppLink® w/App Catalog 911 Assist® - Apple CarPlay® and Android Auto™ Compatibility - Digital Owner’s Manual	MECHANICAL 4x4 only EXTERIOR - Four pickup box tie-down plates - Bumper – front & rear, chrome - Grille – bright chrome - Fog Lamps – Halogen - Wheels – F-250/F-350 SRW – 18” Sparkle Silver Painted Cast Aluminum w/bright hub covers/center ornaments INTERIOR/COMFORT 120V/400W outlets; one (1) dash mounted and one (1) in rear console - Air conditioning vents – black w/chrome ring - Door-trim – soft armrest, grab handle, power window/lock switches, molded upper applique and reflector (applique and armrest are accent-color); front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab - Floor covering – color-coordinated, full carpet - Floor mats – color-coordinated carpet - Seats, Front - Front, high-series cloth 40/20/40 split bench – 20% center under-seat storage, w/center armrest, cupholder and storage. 8-way power driver - Two-way adjustable driver/passenger headrests - Sun visors – Color-coordinated, Cloth, both driver and passenger w/covered mirrors - Windows – rear, fixed privacy glass SAFETY/SECURITY - Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals FORD CO-PILOT360™ TECHNOLOGY - Automatic High Beam - Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning FUNCTIONAL - Trailer Brake Controller (incl. Smart Trailer Tow Connector)	MECHANICAL 6” Angular Bright Anodized step bar (F-350 DRW/F-450) - Grille – bright chrome (includes chrome inserts) - Handles – body-color, door, tailgate - LED Box Lighting (incl. LED Center High-Mounted Stop Lamp (CHMSL)) - Rain-Sensing Windshield Wipers - Remote Tailgate Release - Wheels - F-250/F-350 SRW – 18” Bright Machined and Carbonized Grey Painted Aluminum - F-350 DRW – 17” Forged Polished Aluminum w/bright hub covers/center ornaments INTERIOR/COMFORT 12” LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications - Ambient Lighting – Fixed Color - Air conditioning – Dual-Zone Electronic Automatic Temperature Control (DEATC) - Air conditioning vents – silver metallic with chrome ring - Door-trim – soft armrest grab handle, power window/lock switches and reflector; front and rear map pockets on Crew Cab - Easy Entry Driver’s Seat w/Memory - Memory Power-Adjustable Pedals - Seats, Front - ActiveX® Seating Material 40/Console/40 - Front Heated/Ventilated Seating 8-way power driver & passenger seats (six-way power-adjustable-track, two-way power recline and two-way power lumbar) with Memory - Seats, Rear - Armrest with cupholders (Crew Cab) - Heated (40/console/40 seat on Crew Cab) - Steering Wheel – wrapped Heat, and audio controls - Sun visors – color-coordinated cloth; both driver and passenger w/covered illuminated visor vanity mirrors - Window – rear, power-sliding with privacy glass and defrost SAFETY/SECURITY - Headlamps – LED Reflector - Halogen with LED Reverse Tailamps - LED Foglamps - Mirrors – Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal Memory, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights and Black skull caps) - Mirror – rearview, electrochromic self-dimming FORD CO-PILOT360™ TECHNOLOGY 360-Degree Camera Package - BLIS® with Cross-Traffic Alert and Trailer Coverage (BLIS® sensor in tail lamp) - Intersection Assist - Reverse Brake Assist - Rear Parking Sensors FUNCTIONAL - Audio - Premium AM/FM MP3 player - BLO® Sound System by Bang & Olufsen® with HD Radio™ (8 speakers including subwoofer) - F-250 Greater than 10K GVWR Package - Intelligent Access with Push-button Start (PEPS) - Remote Start System - Universal Garage Door Opener (UGDO) - SiriusXM® Radio w/ 360L - Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii - Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. - SYNC® 4 with Enhanced Voice Recognition 12” LCD Capacitive Touchscreen with Swipe Capability - Information On Demand Panel - Wireless Phone Connection - Cloud Connected - AppLink® w/App Catalog 911 Assist - Apple CarPlay® and Android Auto™ Compatibility - Digital Owner’s Manual - Conversational Voice Command Recognition - Connected Navigation³ - Wireless Charging Pad (40/Console/40 only)

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

² FordPass Connect™ (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.forddealer.com for the most current information.

* = New for this model year



5	SE FSD E	FORD CO-PILOT360™ TECHNOLOGY • AutoLamp (Auto On/Off Headlamps) • Autolock, Auto unlock • Cruise Control • Hill Start Assis	Standard	0.00%	Standard
6	SE FSD F	FUNCTIONAL • Audio – AM/FM stereo/MP3 Player speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab • FordPass Connect™ (5G) — 5G Wi-Fi hotspot connects up to 10 devices — Remotely start, lock and unlock vehicle — Schedule specific times to remotely start vehicle — Locate parked vehicle — Check vehicle status	Standard	0.00%	Standard
7	SE FSD G	• Rear axle — Non-Limited-Slip (F-250 and F-350) — 4.30 Limited-Slip (F-450) • SYNC® 4 — 8" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual	Standard	0.00%	Standard
8	OEM Options	Description	Contract Price	%	MSRP
19	SRW.F3B	Single Rear Wheel Option [F3B] for F350 Pickup [F3D]. Includes 8 Foot Bed	\$ (708.00)	50.00%	NA
27	Vehicle Upgra	Description	Contract Price	%	MSRP

quote requests to DM_QUOTES@DUVALMOTOR.COM



		5TH WHEEL/GOOSENECK HITCH PREP PACKAGE (53W) • Optional on XL, XLT, Lariat, King Ranch® and Platinum • Standard on F-450 Includes: • Five (5) pickup bed attachment points w/plugs • One (1) frame under-bed cross member • One (1) integrated 7-pin connector on driver's side pickup bed wall • Tailgate Delete Cap Kit 5th Wheel Hitch Compatibility: • The 5th Wheel/Gooseneck Prep Package (53W) is compatible w/the factory orderable 5th Wheel Hitch Kits (15K and 15L) and Dealer-installed Ford Accessories 5th Wheel Hitch kit by Reese – part #BC3Z-19D520-A (8 ft. box only). The prep package is also compatible w/Reese Signature Series 5th wheel hitch kits updated w/a new Leg Service Kit – Part# BC3Z-A00A25-A (8 ft. box only) • The 5th Wheel Hitch Kit-15K, 5th Wheel Hitch Kit-15L and Dealer-installed Ford Accessories 5th Wheel Hitch kit by Reese – part # BC3Z-19D520-A is not released to the short box (6.75 ft. box) Gooseneck Hitch Compatibility: • The 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable Gooseneck Hitch Kit-15J, Gooseneck Dual Hitch Kit-15E or Dealer-installed Ford Customer Accessories Gooseneck hitch by Reese – part # BC3Z-19F503-A (8 ft. box and 6.75 ft. box)			
79	53W		\$ 547.00	0.50%	\$ 550.00
✓ 80	18b REG	Platform Running Boards	\$ 318.00	0.50%	\$ 320.00
83	592	LED Roof Marker/Clearance Lamps (Std. on F-350 DRW & F-450)	\$ 94.00	0.50%	\$ 95.00
✓ 84	85G	Tailgate Step (includes step and handle; NA w/ Pickup Box Delete (66D))	\$ 373.00	0.50%	\$ 375.00
85	85S	Tough Bed® (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts; NA w/ Pickup Box Delete (66D))	\$ 592.00	0.50%	\$ 595.00
86	43B	Defrost with Fixed and Privacy Glass (Privacy Glass is standard on XLT; XL req. Privacy Glass (924))	\$ 60.00	0.50%	\$ 60.00
87	435.924	Power-Sliding Glass with Defrost and Privacy Glass (924 Privacy Glass is standard on XLT)	\$ 463.00	0.50%	\$ 465.00
88	43C	120V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet; 2nd outlet in the console req. 40/Console/40 seats)	\$ 174.00	0.50%	\$ 175.00
89	52S	Interior Work Surface (req. 40/20/40 seat)	\$ 139.00	0.50%	\$ 140.00
90	76S	Remote Start System	\$ 249.00	0.50%	\$ 250.00

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✓ 166	(31*)	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	\$ 625.00	0.00%	\$ 625.00
167	KNAPHEIDE Service Body	Description	Contract Price	%	MSRP
170	KSB 3	8' Knapheide 696 SRW 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 14,090.00	25%	DIO
171	KSB 4	8' Knapheide 696F SRW Flip Top 56"CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 15,396.00	25%	DIO
172	KSB 5	8' Knapheide 696F40 SRW Flip Top 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 15,602.00	25%	DIO
173	KSB 8	8' Knapheide 696D54 DRW 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 15,552.00	25%	DIO
174	KSB 9	8' Knapheide 696D54F DRW Flip Top 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 16,802.00	25%	DIO
175	KSB 19	Knapheide Alluminum Service Body: A682 F250 40" CA & "for SRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 17,552.00	25%	DIO
176	KSB 20	Knapheide Alluminum Service Body: A698-2 56" CA & "for SRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 17,302.00	25%	DIO
177	KSB 21	Knapheide Alluminum Service Body: A698F-2 FLIP TOP 56" CA & "for SRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 19,177.00	25%	DIO
178	KSB 22	Knapheide Alluminum Service Body: A698F40-2 FLIP TOP 56" CA & "for SRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 19,427.00	25%	DIO
179	KSB 23	Knapheide Alluminum Service Body: A698D54 56" CA & "for DRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 19,677.00	25%	DIO
180	KSB 24	Knapheide Alluminum Service Body: A698D54F FLIP TOP 56" CA & "for DRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 21,802.00	25%	DIO
181	KSB 25	Knapheide Alluminum Service Body: A6110D54-2 60" CA & "for DRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 20,677.00	25%	DIO

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436	RTBO 10	1702315 FM: 60" x 18" x 18" Powder coated black tool box, frame mounted	\$ 1,389.00	33%	DIO
437	Reading Section 6	Pick-up Truck Liftgate	Contract Price	%	MSRP
438	RLGO 1	TMAN 131: In-Cab Cutoff Switch for any gate. Requires (31*) ship thru	\$ 2,284.00	25%	DIO
439	RLG 1	G2-60-1342 TP27 : Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 55" x 27"+ 4" for Pickup Trucks Requires (31*) ship thru	\$ 7,895.00	25%	DIO
440	RLG 2	G2-60-1342 TP38: Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 55" x 38"+ 4" 2- PC for Pickup Trucks Requires (31*) ship thru	\$ 8,665.00	25%	DIO
441	RLG 3	G2-60-1542 TP27: Tommy Dual Hyd Cylinder Lift 1500 lb Capacity 55" x 27"+ 4" for Pickup Trucks Requires (31*) ship thru	\$ 8,667.00	25%	DIO
442	RLG 4	G2-60-1542 TP38: Tommy Dual Hyd Cylinder Lift 1500 lb Capacity 55" x 38"+ 4" 2- PC for Pickup Trucks Requires (31*) ship thru	\$ 9,055.00	25%	DIO
443	Reading Section 7	Service Body Liftgates Requires (31*) ship thru	Contract Price	%	MSRP
444	RLGO 2	TRUK 33075R (SW): Additional Marker Lights - Required with all Single Wheel Service Body Gates Requires (31*) ship thru	\$ 1,970.00	25%	DIO
445	RLGO 3	TRUK 33075R (DW): Additional Marker Lights - Required with all Dual Wheel Service Body Gates Requires (31*) ship thru	\$ 2,076.00	25%	DIO
446	RLG 5	TOMY 014376: TRANSFER FACTORY CAMERA FROM PICK UP GATE TO LIFTGATE Requires (31*) ship thru	\$ 2,327.00	25%	DIO
447	RLG 6	TOMY 014376: TRANSFER FACTORY REAR SENSORS TO LIFT GATE Requires (31*) ship thru	\$ 2,327.00	25%	DIO
448	RLG 7	G2-54-1342 TP27: Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 49" x 27"+ 4" for Service Bodies Requires (31*) ship thru	\$ 8,274.00	25%	DIO
449	RLG 8	G2-54-1342 TP38: Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 49" x 38"+ 4" 2- PC for Service Bodies Requires (31*) ship thru	\$ 8,665.00	25%	DIO
450	RLG 9	G2-54-1642 TP27: Tommy Dual Hyd Cylinder Lift 1600 lb Capacity 49" x 27"+ 4" for Service Bodies Requires (31*) ship thru	\$ 9,052.00	25%	DIO
451	RLG 10	G2-54-1642 TP38: Tommy Dual Hyd Cylinder Lift 1600 lb Capacity 49" x 38"+ 4" 2- PC for Service Bodies Requires (31*) ship thru	\$ 9,441.00	25%	DIO
452	RLG 11	TT-15ET 53X26+5: Thieman Dual Hyd Cylinder Lift 1500 lb Capacity 53" x 26"+ 5" for Service Bodies Requires (31*) ship thru	\$ 8,015.00	25%	DIO
453	RLG 12	TT-15ET 53X42+5: Thieman Dual Hyd Cylinder Lift 1500 lb Capacity 53" x 42"+ 5" 2-PC for Service Bodies Requires (31*) ship thru	\$ 8,879.00	25%	DIO
454	Reading Section 9	ENCLOSED PANEL BODIES	Contract Price	%	MSRP
455	RESV 1	TPA50- 98SW: 8' Reading Steel Panel Body, 50" Interior Height, Tapered Top w/3 full length shelves, 2 LED Cargo Lights, factory powder coated white (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 56" CA Single Rear Wheel Ford	\$ 24,177.00	25%	DIO
456	RESVO 1	SPRAY-132: Spray on Liner (front, floor, sides, & tops)	\$ 2,393.00	33%	DIO
457	RESVO 2	J6H: Add (1) permanent window in front bulkhead with Security Guard.	\$ 411.00	33%	DIO
458	RESVO 3	J6R: Add (1) window in each rear door with 6" X 24" Security Guard.	\$ 434.00	33%	DIO

quote requests to DM_QUOTES@DUVALMOTOR.COM



154	IDB575	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,765.00	0.00%	\$ 1,765.00
155	IDB5100	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,115.00	0.00%	\$ 2,115.00
156	IDE575	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,990.00	0.00%	\$ 1,990.00
157	IDE5100	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,490.00	0.00%	\$ 2,490.00
158	IDP575	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,415.00	0.00%	\$ 2,415.00
159	IDP5100	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,985.00	0.00%	\$ 2,985.00
160	FINAL DELIVERY	Description	Contract Price	%	MSRP
161	OZN	Option for State agency sourcing off FSA award. This fee is updated in Florida statute for myfloridamarketplace purchases when utilizing contracts outside of the Department of Management Services. This fee is collected, reported, and paid to the State; calculated at approximately 1% of the total purchase order amount. Option price listed is based on a 0.7% calculation on an average Sale amount of \$45000. Final determination TBD relative to specific quote.	\$ 315.00	0.00%	Quoted
✓ 162	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	0.00%	NA
✓ 163	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$ 7.00	0.00%	NA
164	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,295.00	0.00%	NA
165	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	0.00%	NA

quote requests to DM_QUOTES@DUVALMOTOR.COM



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-75
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Emergency Procurement - Circuit Breaker for Water Treatment Plant		
Summary:	This is notification of an emergency procurement for a reconditioned 1600-amp Square D circuit breaker. This breaker is critical to maintaining the operation of the Water Treatment Plant (WTP). There was an electrical issue at the WTP that caused staff to run on the emergency generator through a weekend. After investigation, it was discovered the existing breaker was no longer serviceable. The spare breaker which the City keeps on hand for these types of situations was immediately installed. However, this left the City without a spare breaker for the main power to operate the WTP. Due to the critical nature of this piece of equipment, staff made an emergency procurement of a spare breaker.		
Financial Impact:	The cost of this 1600-amp circuit breaker was \$26,736.11. Fund (409) Water/Wastewater Capital Improvement Fund was used for this purchase.		
Citizen Impact:	The ability of the City to provide continuous, adequate water supply to its customers is of paramount importance.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff requests approval of the emergency purchase of this essential backup circuit breaker for the water treatment plant.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		
Attachments:	25-75 Breaker purchase-Consolidated Electrical (P25-0018G) - CED quote for 1600 amp breaker		

	3. 1600 amp Square D breaker EMERGENCY Memo 4. CED WTP South MCC Main Breaker
Approval:	Kelly McGuire, Finance Director 3/4/2025 Claire Whitley/Shawn Finley, Assistant City Manager 3/5/2025 Joyce Shanahan, City Manager 3/7/2025

RESOLUTION NO. 2025-75

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT OF A RECONDITIONED 1600 AMP SQUARE D BREAKER FOR THE WATER TREATMENT PLANT FROM CONSOLIDATED ELECTRICAL DISTRIBUTORS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on or about February 14, 2025 the 1600 amp square D breaker, an essential piece of equipment at the Water Treatment Plant, failed and was not serviceable; staff installed a spare breaker that was kept in stock; and

WHEREAS, due to the critical nature of having a working breaker on hand at all times, it was necessary to immediately order a spare breaker to keep in stock, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, due to the concern for public safety, the City's staff determined that it was in the best interest of the City of Ormond Beach and the general public to accept a quotation from Consolidated Electrical Distributors for a reconditioned 1600 amp square D breaker at a cost of \$26,736.11 (a copy of said Quotation is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the breaker has been appropriated to the credit of the Water & Wastewater Capital Improvement Fund (409) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the emergency procurement of a reconditioned 1600 amp square D breaker from Consolidated Electrical Distributors for use at the Water Treatment Plant and the expenditure of funds from the Water & Wastewater Capital Improvement Fund in the amount of \$26,736.11.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

CONSOLIDATED ELECTRICAL DISTRIBUTORS
2685 HANSROB RD SUITE A

ORLANDO FL 32804 USA
TEL: (407)422-9841 FAX: (407)422-2742
CONTACT: AUSTIN FAULCONER

QUOTE FOR: CITY OF ORMOND BEACH
ACCT: 89-28662 CITY OF ORMOND BEACH

SHOP
PO BOX 277
ORMOND BEACH, FL 32175
TEL: (386)676-3215

QUOTATION		PAGE 1	
QUOTE #	DATE	REV #	REV DATE
1241164	02/17/2025	3	02/17/2025
QUOTE EXPIRES 03/19/2025		PREPARED BY AF	
SLS 4794	INSLS 3608		
FOB SHIPPING POINT		FREIGHT PREPAID	

CUST PO #
JOB NAME

LN	QTY	PRODUCT	CODE	DESCRIPTION	PRICE	PER	EXT	AMT
01	1	SQD	PEF361600LSG	RECONDITIONED 1600A BREAKER	26736.11	E	26736.11	
02	*	NOTE THIS IS A RECONDITIONED BREAKER.						
03	*	I NEED WRITTEN ACKNOWLEDGEMENT THAT YOU KNOW I AM						
04	*	PROVIDING A RECONDITIONED BREAKER BEFORE I CAN						
05	*	ACCEPT A PO.						
06	*	THIS BREAKER IS LONG OBSOLETE AND NEWER MODELS HAVE						
07	*	DIFFERENT MOUNTING CONFIGURATIONS SO OUR ONLY OPTIONS						
08	*	ARE PROVIDING RECONDITIONED BREAKER OR REPLACING THE						
09	*	WHOLE SWITCHGEAR SECTION						
10	*							
11	*	LESS THAN 2 WEEK LEAD SHIPPING FROM CA						
12	*	CED COVERS FREIGHT						

TOTAL: 26736.11 **

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of the terms and conditions located at [sales.our-terms.com](https://www.sales.our-terms.com), which we may change from time to time without prior notice. We make no representation with respect to compliance with job specifications.



CITY OF ORMOND BEACH

Public Works Department • Utilities Division • 501 North Orchard Street • Ormond Beach, FL 32174
(386) 676-3220 • Fax (386) 676-3294

To: Rob Hart, Purchasing Coordinator
From: Robert C Preis Jr, Utilities Manager
Date: January 21, 2025
Ref: Emergency purchase 1600 Amp Square D amp breaker

This is a request to purchase a reconditioned 1600 amp Square D breaker. This breaker is critical to maintain operation of the Water Treatment Plant (WTP). We had an electrical issue at the WTP that caused staff to run on the emergency generator all weekend. After investigation it was discovered that the existing breaker was no longer serviceable. As these breakers are no longer manufactured we will have to get a reconditioned breaker.

Staff had a spare breaker in stock and it was installed. However, Staff no longer has a spare breaker for the main power to operate the plant. Due to the criticality of this piece of equipment staff reached out to CED for a replacement. CED is able to supply this breaker in a short timeframe allowing the WTP to have a critical spare.

Thank you,

Robert C Preis Jr.

Robert C Preis, Jr.
Utilities Manager
City of Ormond Beach

City of Ormond Beach

TO: Robert Preis, Utilities Manager

FROM: Ron Burk, Equipment Maintenance Supervisor

DATE: February 21, 2025

SUBJECT: P.O. Request.

Bob please start an Emergency P.O. to CED in the amount of \$26,736.11. It is for the purchase of a Reconditioned 1600-amp Square D Breaker for the Water Treatment Plant South Main Electrical Switch Gear. This Breaker will be a Shelf Stock Spare.

Because this Square D Switch Gear is Obsolete We need to act quickly to purchase this spare Breaker. There is a very limited supply and it is possible that we could miss the chance to make a purchase. We also need to plan in the very near future to replace this Obsolete piece of Electrical gear so that we can maintain the reliability that is expected of the Water Plant.

It was identified during a Power Outage that the Main 1600 Amp Breaker failed. (There are 5 Breakers of this type) This failure caused us to rely on the Back-up Generator from February 14, 2025 until February 17, 2025 with no other means of Back-up. This Generator is 20+ years old and has had its own failures in the past. The South portion of the Water Plant provides our Lime Softening and also provides the High Service Pumps which pump all of our Water to our Residents.

We very easily could have been with out water for the entire City.

Please use accounts number 409290

Thank you

Ron



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-76
Strategic Goal:	Governance - Other		
Department:	Public Works		
Subject:	Election to Rescind Contract Renewal - Ceres Environmental Debris Removal		
Summary:	On September 8, 2021, the City entered into a contractual agreement with Ceres Environmental, as well as Crowder Gulf Joint Venture, LLC for debris removal services pursuant to RFP#2021-17. The initial contractual agreement was for a 3-year period with 2 additional 1-year renewals, if mutually agreed upon by both parties. The City was able to renew with Crowder Gulf Joint Venture, LLC on May 23, 2024. Numerous written attempts were made to Ceres Environmental with no response. Due to the vendor's failure to sign the necessary agreement, the City is unable to proceed with the contract renewal for Ceres Environmental. As a result, staff is requesting to rescind the contract renewal.		
Financial Impact:	None		
Citizen Impact:	There is no citizen impact as the City has other vendors in place for debris removal.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to rescind its prior approval of the contract renewal with Ceres Environmental Debris Removal Contract.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	25-76 Rescind Contract Renewal-Ceres (P25-0032G) - Crowder Gulf Renewal 2024		

Approval:	Kelly McGuire, Finance Director	3/7/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/22/2025
	Joyce Shanahan, City Manager	3/27/2025

RESOLUTION NO. 2025-76

A RESOLUTION RESCINDING THE APPROVAL OF A CONTRACT RENEWAL WITH CERES ENVIRONMENTAL SERVICES, INC. REGARDING DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES; TERMINATING THE CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Ceres Environmental Services, Inc. were parties to an Agreement for Debris Removal, Reduction and Disposal services which had an initial three-year term, September 8, 2021 to September 7, 2024, and two one-year renewal options, and

WHEREAS, on October 15, 2024 by Resolution 2024-181 the City Commission exercised the first renewal option and approved a one-year Contract Renewal with Ceres Environmental Services, Inc., and

WHEREAS, subsequent to said approval on October 15, 2024, Ceres Environmental Services, Inc. failed to return an executed Contract Renewal and has not responded to staff inquiries regarding said renewal, and

WHEREAS, the City's professional staff is recommending that the City Commission rescind its prior approval of said contract renewal, 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 City Commission hereby rescinds its prior approval of a Contract Renewal with Ceres Environmental Services, Inc. which was approved at the October

15, 2024 city commission meeting by Resolution 2024-181. Said Contract is terminated and shall have no further force or effect.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

May 10, 2024

Ms. Kelly McGuire, Director
Department of Finance
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

via email: Kelly.McGuire@ormondbeach.org

Re: Contract Renewal for Debris Removal, Reduction & Disposal, RFP #2021-17

Dear Ms. McGuire:

CrowderGulf has been providing the City of Ormond Beach, Debris Removal, Reduction & Disposal per the contract approved on September 08, 2021. The term of the Agreement shall commence on the Effective Date or when fully executed by all parties and shall have an initial term of three (3) years from the Effective Date followed by two (2) one-year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

If the City of Ormond Beach is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of September 07, 2025.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Ormond Beach requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

A handwritten signature in blue ink that reads 'Ashley Ramsay-Naile'.

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Ormond Beach, FL

A handwritten signature in blue ink that reads 'Joyce Shuler'.

Signature

A handwritten name in blue ink that reads 'Alyc Monahan'.

Name/Title

A handwritten date in blue ink that reads '5/23/2024'.

Date



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-77
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ridgehaven Subdivision, Local Road Impact Fee Reimbursement Based on Proportionate Fair Share Agreement		
Summary:	This is a Resolution to establish the method to provide local road impact fees per the Proportionate Fair Share Agreement, Resolution 2023-152, for the Ridgehaven Planned Residential Development. Ordinance 2023-26, approved by the City Commission on June 6, 2023, authorized a Planned Residential Development (PRD) Development Order to allow the development of 286 residential lots on 103.45 acres under certain conditions located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. A traffic impact analysis performed as part of the Ridgehaven PRD showed insufficient intersection capacity near the project and that a Proportionate Fair Share Agreement would be required before a Final Plat. Resolution 2023-152, approved by the City Commission on September 20, 2023, authorized a Proportionate Fair Share Agreement in relation to the Ridgehaven Planned Residential Development. The Proportionate Fair Share Agreement required a City payment of \$361,863.13, of which \$247,252.75 (286 residential units) was eligible for local road impact fee credits. On December 21, 2023, a site engineering permit was issued, including the payment by Meritage Homes of Florida, Inc., a Florida Corporation of Proportionate Fair Share amount of \$361,863.13. The Ridgehaven Planned Residential Development subdivision improvements are complete, and residential units are permitted. The Resolution establishes the process of paying the local road impact		

	fee credit of \$247,252.75 (286 residential units). At the end of each year, the Planning Director will provide the Finance Director with the number of residential units permitted within the Ridgehaven Planned Residential Development on or before January 5th of each year. On or before January 30th of each year, the City will pay the local road impact fee to Meritage Homes of Florida, Inc., a Florida Corporation, until all 286 units are constructed.
Financial Impact:	The local road impact fee credits approved with the Proportionate Fair Share Agreement have no financial impact. The City has been paid \$361,863.13 and is part of the local road impact fee fund. Residential builders would pay the local road impact fee, which would be refunded at the end of each year. The original \$361,863.13 Proportionate Fair Share Agreement would remain for impact fee-eligible road projects.
Citizen Impact:	No citizen impacts are anticipated. Proportionate Fair Share Agreements are part of concurrency management of Florida Statutes and the City's impact fee regulations.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommend that the City Commission APPROVE the attached Resolution to establish the method to provide local road impact fees per the Proportionate Fair Share Agreement, Resolution 2023-152, for the Ridgehaven Planned Residential Development.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-77 Ridgehaven Impact Fee Reimbursement (P25-0026G)
Approval:	Kelly McGuire, Finance Director 3/7/2025 Claire Whitley/Shawn Finley, Assistant City Manager 3/7/2025 Joyce Shanahan, City Manager 3/14/2025

RESOLUTION NO. 2025-77

A RESOLUTION ESTABLISHING A METHOD FOR REIMBURSEMENT OF LOCAL ROAD IMPACT FEE CREDITS FOR THE RIDGEHAVEN PLANNED RESIDENTIAL DEVELOPMENT IN ACCORDANCE WITH THE PROPORTIONATE FAIR SHARE AGREEMENT APPROVED BY RESOLUTION 2023-152; AUTHORIZING AND DIRECTING THE REIMBURSEMENT OF SAME; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ordinance 2023-26, approved by the City Commission on June 6, 2023, authorized a Planned Residential Development (PRD) Development Order to allow the development of 286 residential lots on 103.45 acres under certain conditions located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision, said Ordinance and Development Order recorded in Official Records Book 8419, Pages 1 through 46 inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a traffic impact analysis performed as part of the Ridgehaven Planned Residential Development showed there is insufficient intersection capacity in the vicinity of the project and that a Proportionate Fair Share Agreement would be required before a Final Plat, and

WHEREAS, Resolution 2023-109, approved by the City Commission on June 6, 2023, authorized a Preliminary Plat for the Ridgehaven Planned Residential Development, and

WHEREAS, Resolution 2023-152, approved by the City Commission on September 20, 2023, authorized a Proportionate Fair Share Agreement in relation to the Ridgehaven Planned Residential Development, and

WHEREAS, the Proportionate Fair Share Agreement required a City payment of \$361,863.13, of which \$247,252.75 (286 residential units) was eligible for local road impact fee credits, and

WHEREAS, on December 21, 2023, a site engineering permit was issued that included the payment by Meritage Homes of Florida, Inc., a Florida Corporation, of Proportionate Fair Share in the amount of \$361,863.13, and

WHEREAS, Ordinance 2045-05, approved by the City Commission on May 21, 2024, approved a Final Plat for the Ridgehaven Planned Residential Development; now therefore,

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

SECTION ONE. The City Commission hereby authorizes the local road impact fee credit for the Ridgehaven Planned Residential Development in accordance with the Proportionate Fair Share Agreement approved by Resolution 2023-152, in an amount not to exceed \$247,252.75 (286 residential units) as provided herein.

SECTION TWO. The City shall pay impact fee credits based on the number of residential permits issued within a calendar year within the Ridgehaven Planned Residential Development. On or before January 5th of each year, the Planning Director shall notify the Finance Director in writing of the number of residential units permitted and local road impact fees paid within the Ridgehaven Planned Residential Development for the previous calendar year. On or before January 30th each year, the Finance Director shall issue the impact fee credit amount to

Meritage Homes of Florida, Inc., a Florida Corporation. The total local road impact fee credits shall not exceed the amount of \$247,252.75.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-78
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Tomoka Reserve, Statement of Allowable Uses		
Summary:	<u>Introduction</u> A resolution serving as the city's statement of allowable uses in accordance with Chapter 70, Florida Statutes has been prepared for consideration by the city commission regarding the real property that is generally located at 20 Tomoka Oaks Boulevard in the city. <u>Discussion</u> Triumph Oaks of Ormond Beach I, LLC, the owner of the subject property, provided a written pre-suit notice of claim to the city dated January 3, 2025, regarding the subject property. A copy of the pre-suit notice of claim and Resolution 2024-64 are available at the following link on the city's website: www.ormondbeach.org/TomokaReserve. The proposed resolution identifies the allowable uses to which the property may be put and will be provided to the owner of the property in accordance with the statute. The resolution and statement of allowable uses provided therein are intended to serve as a bona fide settlement offer for the purpose of section 70.001(6)(c)2 of the statute.		
Financial Impact:	There is no budget impact.		
Citizen Impact:	There is no citizen impact.		
Recommended Action (Staff, Advisory Board and/or Other):	Approval of the resolution and statement of allowable uses provided therein is recommended.		
Staff Contact:	Randy Hayes, City Attorney, (386) 236-2000		

Attachments:	1. 25-78 TR Resolution	
Approval:	Kelly McGuire, Finance Director	3/28/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/28/2025
	Joyce Shanahan, City Manager	3/28/2025

RESOLUTION NO. 2025-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING A STATEMENT OF ALLOWABLE USES PURSUANT TO CHAPTER 70.001, *FLORIDA STATUTES*, FOR PROPERTY GENERALLY LOCATED AT 20 TOMOKA OAKS BOULEVARD, ORMOND BEACH, FLORIDA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach received Pre-suit Notice of Claim for Relief pursuant to Chapter 70, *Florida Statutes*, dated January 3, 2025, on behalf of Triumph Oaks of Ormond Beach I, LLC, regarding real property generally located at 20 Tomoka Oaks Boulevard, Ormond Beach, Florida (“Property”); now therefore,

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

SECTION ONE. Pursuant to Chapter 70.001(5)(a), *Florida Statutes*, the City of Ormond Beach hereby provides its written statement of allowable uses available to which the Property may be used:

STATEMENT OF ALLOWABLE USES PURSUANT TO CHAPTER 70.001, FLORIDA STATUTES

- 1) The property at issue consists of approximately 147.94 acres generally located at 20 Tomoka Oaks Boulevard, Ormond Beach, Florida (Parcel Identification No. 3242-07-00-0010) known historically as the Sam Sneed Golf and Country Club, and later the Tomoka Oaks Golf and Country Club (“Property”). The Property is designated as Low Density Residential under the Ormond Beach Comprehensive Plan, and correspondingly zoned Planned Residential Development (PRD) under the Ormond Beach Land Development Code (LDC).

- 2) The existing allowable uses for the Property under the PRD zoning classification are set forth specifically under Article II, Section 2-35, of the LDC and include single family residential as well as more intense residential uses (e.g., townhouses in a single-family district, or apartments in a townhouse district), provided that their visual and functional impact on neighboring districts is minimized by providing adequate buffering and screening, and all the requirements of this section are met. Multifamily structures may also be allowed provided that the multifamily structures and associated parking areas are not within two hundred feet (200') of any single-family district adjoining the planned development.
- 3) Under the Low Density Residential designation in the Ormond Beach Comprehensive Plan, the Property has an allowable density up to 4.3 units per acre with a maximum FAR of 0.2.
- 4) Other uses that may be allowed for the Property, provided that the requirements of Chapter 2, Article IV, of the LDC, conditional uses and special exceptions are complied with include:
 - a. Clubs and recreation facilities to serve the residents of the project.
 - b. Daily needs retail and services.
 - c. Houses of worship.
 - d. Public schools and parks.
 - e. Public uses.
- 5) Compatible neighborhood commercial facilities and office uses may be permitted on the Property; however, no more than twenty percent (20%) of the gross area shall be devoted to these uses, including parking. For the purpose of planned development

review, the determination of compatible commercial shall be based on the architectural and spatial design of the proposed facility compared to that of the total development and the relationship of the proposed facility to the retail needs of the planned development residents. Such commercial uses are limited to those listed as principal permitted uses in the B-2, Neighborhood Commercial District. For those developments encompassing land already zoned commercial, a wider range of interpretation will be granted to permit and encourage compatible development. In addition to having adequate access to the thoroughfare system, such commercial area shall, when possible, have internal access to serve the residents of the planned development.

- 6) Prior to development the Property owner must submit a written application, consistent with the requirements of Chapter 2, Article IV, of the LDC to the planning department, using the application form provided by the City. The application shall be processed as required in Chapter 1, Article II, of the LDC.
- 7) Applications shall include a complete site plan submittal per Chapter 4, Article I, of the LDC, except that final engineering and construction drawings may be withheld pending the issuance of a development order by the city commission; documentation, including written explanations, drawings and illustrations, demonstrating conformance with subsection with Chapter 2, Article II, Section 2-35(j)(4), of the LDC and; special studies including, but not limited to, traffic impact study, environmental assessment report, and holding capacity analysis as required by the LDC.
- 8) The PRD development order shall be reviewed and adopted by the City Commission in accordance with the provisions of Chapter 1, Article II, Section 1-18(e), of the LDC.

SECTION TWO. This Statement of Allowable Uses is further intended by the City to represent a bona fide settlement offer pursuant to Section (6)(c)2 of Chapter 70.001, *Florida Statutes*.

SECTION THREE. A copy of this Resolution and the Statement of Allowable Uses provided herein shall forthwith be provided to Triumph Oaks of Ormond Beach I, LLC.

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

APPROVED AND AUTHENTICATED this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

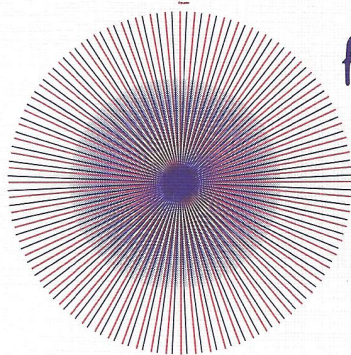
AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - Fireworks by Santore, Inc.		
Summary:	Since 2001, Fireworks by Santore, Inc. has continually provided exceptional professional services in conducting the Fourth of July aerial fireworks display. The purpose of this agenda item is to inform the City Commissioner that staff intend to allow the agreement to auto-renew for 2025, which will be the last of 3 auto renewals available under the current contract. Per the contract, a 5% increase is included this year for increased costs of the firework display and barge rental, for a total of \$69,656.		
Financial Impact:	A total of \$69,656 is included in the current Fiscal Year 2024-2025 budget for this purpose.		
Citizen Impact:	The fireworks display provides citizens with an opportunity to celebrate Independence Day in their hometown. The event creates memories for the children and families who attend, while continuing to add to the quality of life the City's residents and community has come to expect.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intend to auto-renew the Fireworks by Santore, Inc. agreement for 1 additional year, unless otherwise directed.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Ormond July 4th 2025 Quote 2. Santore Fireworks Agreement 3. COI GL City of Ormond Beach 7-04-25r1		

Approval:	Kelly McGuire, Finance Director	3/4/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/6/2025
	Joyce Shanahan, City Manager	3/7/2025



Fireworks By

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

SINCE 1890

Anthony Santore, Jr.
PRESIDENT

SPORTING EVENTS

Daytona International Speedway
Miami Homestead Speedway
World Golf Village
Jacksonville Jaguars
Jacksonville Suns
Citrus Bowl
Orange Bowl
Gator Bowl

CORPORATE EVENTS

Nationwide Insurance
Lincoln Mercury
Dunkin' Donuts
Applebee's
KFC
Sheraton
Pepsi
Jaguar Motors
Pontiac
Nabisco Foods
John Deere Corporation
Burger King
Winn Dixie
Mobile Oil
Aetna Insurance
Anheuser-Busch
Coors Brewery
Miller Brewing Company
IBM Company
General Electric
ITT Corporation
Texaco
Harley Davidson
Vitamin Shoppe

THEME PARKS

Sea World of Florida
Sea World of Texas
Busch Gardens Williamsburg
Busch Gardens Tampa
Walt Disney World
Sesame Place
Wild Adventures

SPECIAL EVENTS

Dr. Martin Luther King Day, Atlanta
Miss Universe Pageant, Inc.
Salute To Liberty
Bermuda Department of Tourism
Presidential Ball, Guyana
Las Fiesta De Quito, Quito, Ecuador

HOTELS

Ginn Development Company
Resorts International
Grand Hotel, Bahamas
Cable Beach Hotel, Bahamas
Marriot World Center
Hyatt Grand Cypress
Walt Disney World Dolphin
Boca Raton Hotel & Beach Club
Super Clubs, Jamaica, W.I.
El Conquistador, Puerto Rico
Grande Lakes Resort
Omni Resort, Champions Gate

CONCERTS

Jackson Victory Tour
Michael Jackson History Tour
Van Halen
KISS
Jacksonville Symphony Orchestra
Whitney Houston
Lynyrd Skynyrd
Luciano Pavarotti

January 27, 2025

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

Stefan,

Please find below the quote for the 2025 City of Ormond Beach July 4th Firework Display.

Mobro Marine Inc.

Tug & Barge rental June 30th – July 6th

Cost \$29,000.00

20-minute fireworks display

July 4, 2025

Cost \$40,656.00

Total display Cost

\$69,656.00

Thanks for the opportunity. If you have any questions, please feel free to give me a call.

Eric Larsen
Fireworks By Santore

FIREWORKS BY SANTORE, INC.

PO BOX 351517 • PALM COAST, FL 32135 • 386 246 4345 • FAX 386 246 4370 • WWW.FIREWORKSBYSANTORE.COM

AGREEMENT

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

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

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

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

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

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

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

15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of

workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

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

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

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

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

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

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

- (d) **Excess Liability**

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

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

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

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring

company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the

City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

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

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of June, 2021.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

Cassidi Ritz
Print Name: Cassidi Ritz



By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 27th day of May, 2021.

Witnesses:

FIREWORKS BY SANTORE, INC.

Annette Di Noto
Print Name: Annette Di Noto

By: Anthony Santore
Print Name: Anthony Santore
Title: President

Annette Di Noto
Print Name: Annette Di Noto

Attest: Keith Sugden
Print Name: Keith Sugden
Title: Pyro Technician



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **ORMOND BEACH AERIAL FIREWORKS DISPLAY**

RFP NUMBER: **2021-15**

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

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

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

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

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

PROPOSER'S NAME: **Fireworks By Santore**

PROPOSER'S MAILING ADDRESS: **18 Hargrove Grade Unit 105**

CITY-STATE-ZIP: **Palm Coast, FL 32137**

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

PHONE NUMBER: **386.246.4370**

FAX NUMBER: _____

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such

X

AUTHORIZED SIGNATURE (MANUAL)

Eric Larsen

NAME (TYPED)

Partner

TITLE

04.09.2021

DATED

assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

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

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

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

I. INTRODUCTION

The City of Ormond Beach is soliciting proposals from qualified fireworks display operators for the annual display of aerial fireworks to be conducted on Independence Day 2021. The fireworks display is to be held each year ¼ mile south of the Granada Bridge, from no less than a 30'x110' barge located in the Halifax River beginning at sharply 9:30 p.m. and continuing for no less than twenty (20) minutes with no period of time from opening to finale where there is not a display in the air. The total cost of display is limited to \$52,000, including barge, permitting and necessary items related to a successful event. The Contractor shall supply, for the dollar amount stipulated, musical accompaniment, all fireworks, equipment, and personnel necessary to provide aerial fireworks display as outlined in their Details of Proposed Display, and in accordance with the Procedures for Fireworks Display.

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

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

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

II. NATURE OF SERVICES REQUIRED

General

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

Background

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

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

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

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

Scope of Work to be Performed

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

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

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

8. Provide to the City a copy of the approved fireworks permit submitted to the Fire Prevention Department, as early as possible, but no less than three (3) weeks prior to the event.

9. Allow total access of contractor operations to the City of Ormond Beach Fire/Police and Leisure Services Departments at all times on the day of the display.

10. Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.

11. Provide any and all other equipment required to provide fireworks display in accordance with RFP specifications shall be provided by the Contractor.

III. TERM OF AGREEMENT

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

IV. PROPOSAL REQUIREMENTS

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

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

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

V. PROPOSAL SUBMITTAL

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

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

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

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

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

Please direct written inquiries to:

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

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

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

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

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

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

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

C. Technical Proposal

General Requirements

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

a. Independence

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

or employee of the City of Ormond

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

b. Conflict of Interest

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

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

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

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

VI. QUALIFICATIONS

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

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

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

Proposed Aerial Display

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

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

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

Information and Descriptive Literature

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

Action Plan

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

Display Price Adjustments

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

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

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

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

Exceptions

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

Identification of Anticipated Potential Problems

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

Agency's Terms and Conditions

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

VII. EVALUATION PROCESS AND CRITERIA

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

Evaluation Criteria:

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

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

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

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

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

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

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

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

Obtain information for use in evaluating submittals from any source.

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

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

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

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

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the

Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. **Hold Harmless**
 - (a) **General**

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's

employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate*

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

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

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

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

- (d) Excess Liability

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was

extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or

some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

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

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Fireworks By Santore

VENDOR/CONTRACTOR LICENSE NUMBER: _____

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

PHONE NO.: 386.246.4370

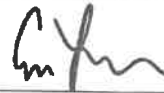
FAX NO.: _____

SUBMITTER'S NAME: Eric Larsen

(Typed or Printed in Ink)

TITLE: Partner

AUTHORIZED SIGNATURE: I, _____



hereby

(Original signature required in each document)

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

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

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

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

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☒ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Fireworks By Santore

COMPANY NAME

AUTHORIZED SIGNATURE

Eric Larsen

NAME (PRINT OR TYPE)

Partner

TITLE

04/09/2021

DATE

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

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

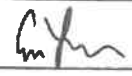
IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Fireworks By Santore

Company Name

Authorized Signature


Eric Larsen

Print Name

Partner

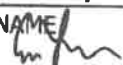
Title

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

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **is** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Fireworks By Santore

COMPANY NAME	
AUTHORIZED SIGNATURE	Eric Larsen
NAME	Partner
TITLE	04.09.2021
DATE	

Fireworks By

Exhibit "B"

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

City of Ormond Beach Aerial Fireworks Display

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

Prepared by:
Eric Larsen
386.246.4370 office 407.694.5895 cell

Date prepared: April 9, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02-05-2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPPOINT BLVD., #101 PETALUMA CA, 94954	CONTACT NAME: PHONE (A/C, No, Ext): 415-475-4300 FAX (A/C, No): 415-475-4304 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's, London NAIC # AA-1128623	
INSURED Fireworks by Santore, Inc. PO Box 475 Absarokee, MT 59001	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.

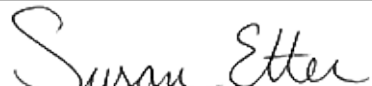
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X		PY/24-0224	09/15/2024	09/15/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/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 ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Ormond Beach Independence Day Celebration is Additional Insured as respects the Class B Aerial Fireworks display(s) on 7/3/2025 through 7/5/2025 located on the waterway barge at 1 South Beach St Ormond Beach, FL 32174. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation applies; 10-day notice for non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach 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 

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured**.

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured's written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured's** operations in accordance with the written contract.

Additional Insured:
City of Ormond Beach 22 S. Beach St. Ormond Beach FL 32174

All other terms, exclusions and conditions of this Policy remain unchanged.



City of Ormond Beach AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - 2025 Roadway Resurfacing		
Summary:	The Roadway Resurfacing 2025 Project is a scheduled Capital Improvement Project, providing approximately 3.14 miles of asphalt road resurfacing. All proposed paving is typical mill and resurface, which has been successful in recent years. This year's road selections include segments from each commission zone and can be seen in the attached plan overview. In addition to this year's paving recommendations, Burgess & Niple have prepared traffic-calming recommendations for the North Halifax corridor, which are included as Alternate No. 1 and 2 in the bid manual. The third and final alternate outlines the addition of new thermoplastic striping along Pineland Trail. In January 1997, the City Commission approved a dedicated millage and the creation of a pavement restoration program which identifies and prioritizes resurfacing of the City's 187 miles of roadway. The resurfacing of roadways is an annual project that efficiently utilizes funds to extend the length of service on City roadways. The cost of resurfacing a roadway is \$170,000 per mile as opposed to \$1,200,000 per mile to reconstruct a road. <u>Roadway Selection Process</u> - Engineering staff manages the resurfacing program and coordinates annual resurfacing of selected roadways. This program has successfully prevented significant roadway deterioration, which results in higher roadway reconstruction costs. The primary focus of the resurfacing program is the prioritization of roadways based on consideration of a number of factors, including vehicular usage and asphalt condition. The City utilizes a pavement management software program to identify and prioritize resurfacing areas, combined with onsite staff inspections, to ensure appropriate selection and adjustments are made based on physical conditions observed. Using		

the data collection, a selection of the best roadway candidates is made, fitting within the annual budget.

The following roadway segments are included in this year's program:

Road Name	From	To	Length (feet)
Ormond Lakes Blvd	Jolynn Dr	Wild Cat Ln	1806
Cuadro Pl	Fiesta Dr	Winding Woods Trl	1187
Ormond Lakes Blvd	Wild Cat Ln	Pine Tree Dr	2554
Timberline Trl	Main Trail	Timberline Trl	543
Peninsula Dr	Marvin Rd	Harvard Dr	1508
Stratford Pl	Hand Ave	Cul-de-Sac	1125
Plaza Grande	S. Beach St	Cordova Ave	885
S. Ridgewood Ave	Lorillard Pl	Arroyo Pkwy	966
Rocky Bluff Dr	Ormond Lakes Blvd	Lakebluff Dr	1380
E. Ridgewood Ave	Lorillard Ave	Arroyo Pkwy	651
Coquina Cliff Cir	Rocky Bluff Dr	Cul-de-Sac	123
Jolynn Dr	Ormond Lakes Blvd	Cul-de-Sac	448
Lakebluff Dr	Ormond Lakes Blvd	Cliffview Ln	920
Lakebluff Dr	Cliffview Ln	Camp M'Crae	995
S. Center St	Tomoka Ave	Sandy Oaks Blvd	885
Old McDuffie Cir	Rocky Bluff Dr	Cul-de-Sac	225
Old Wiggins Ln	Lakebluff Dr	Cul-de-Sac	399

Financial Impact:

The Engineering estimate is \$767,412. Funding of \$750,000 is included in the FY 2024-25 budget, Fund 308-Transportation Fund.

Citizen Impact:	The project is instrumental in maintaining the city's roadway infrastructure, and reducing costs and interruptions for residents and visitors.	
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 2025 Road Resurfacing Bid Manual 2. 2025 Road Resurfacing Plans 3. 2025 Road Resurfacing Street List	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	3/7/2025 3/22/2025 3/28/2025

2025 Roadway Resurfacing

Bid No. 2025-35



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

2025 Roadway Resurfacing
Ormond Beach, Florida

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2025 Roadway Resurfacing
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 **2025 Roadway Resurfacing, Bid No. 2025-35** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **May 7th, 2025 at 2:00 PM**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Resurfacing approximately 2.9 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement. The 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 **April 16th, 2025 at 10:00 AM**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **April 24th, 2025 at 4:00pm**.

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. Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request, or consider, a Vendor's social, political, or ideological interests in making a responsibility determination. 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 two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter CONTRACTOR shall sign all and deliver at least two (2) counterparts of the Agreement to OWNER with other Contract Documents attached. Within fifteen (15) 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:

2025 Roadway Resurfacing

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2025-35

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.)
2025 Roadway Resurfacing
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No.	Item Description	Item Quantity	Unit	Unit Price	Total Price
1	Asphalt Concrete Surface Course S.P. 9.5	3,495	Tons		
2	Asphalt Concrete Leveling Course S.P. 9.5	349.5	Tons		
3	Mill Existing Surface	89,253	SY		
4	Adjust Manhole to Grade	10	EA		
5	Adjust Valves to Grade	8	EA		
6	Thermoplastic Striping	1	LS		
7	Curb & Gutter	250	LF		
8	Miscellaneous Driveway	250	SY		
9	Sidewalk	250	SF		
10	Asphalt Millings	500	CY		

TOTAL BID \$ _____
(Figures)

(Words)

BID ALTERNATES

Alternate No. 1: Speed Tables

Item No.	Item Description	Item Quantity	Unit	Unit Price	Total Price
1	Install Asphalt Speed Tables	6	EA		
2	Remove Rubber Speed Tables	2	EA		

TOTAL BID ALTERNATE 1 \$ _____
(Figures)

(Words)

BID (Cont'd.)
2025 Roadway Resurfacing
ORMOND BEACH, FLORIDA

Alternate No. 2: Traffic Control Devices and Associated Work - North Halifax Drive

Item No.	Item Description	Item Quantity	Unit	Unit Price	Total Price
1	Replace centerline yellow pavement markings with double-yellow pavement markings	8,450	LF		
2	Replace speed limit signs with Solar-Powered Electronic Speed Feedback Signs	2	EA		
3	Remove existing Chevron signage and install new W1-8 signs (24" x 30") with 40' spacing	6	EA		
4	Relocate STOP AHEAD sign and install new W3-1 sign and advance street name plaques	1	LS		
5	Install Retroreflective sheeting on various sign poles throughout the North Halifax Drive Corridor	32	EA		
6	Convert Amsden Road and Standish Drive to All-Way Stop-Controlled	1	LS		
7	Install 12" high-emphasis crosswalk pavement markings	1,850	LF		
8	Install 24" high-emphasis crosswalk pavement markings	530	LF		

TOTAL BID ALTERNATE 2

\$ _____
 (Figures)

 (Words)

Alternate No. 3: Pineland Trail Thermoplastic Striping

Item No.	Item Description	Item Quantity	Unit	Unit Price	Total Price
1	Thermoplastic Striping Along Pineland Trail	1	LS		

TOTAL BID ALTERNATE 3

\$ _____
 (Figures)

 (Words)

BID (Cont'd.)
2025 Roadway Resurfacing
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run, and completed within **150** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **FOUR HUNDRED** Dollars (\$400) 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
- (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
2025 Roadway Resurfacing
ORMOND BEACH, FLORIDA

(i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>

Subcontractors:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
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.)
2025 Roadway Resurfacing
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

BID (Cont'd.)
2025 Roadway Resurfacing
ORMOND BEACH, FLORIDA

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Title: _____ Print Name: _____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20____,

by _____ and who:

☐Is personally known to me; or ☐ has produced _____
as identification.

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

(seal)

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

Page 216 of 666

**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 City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **2025 Roadway Resurfacing (Bid No. 2025-35)** 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 _____, 2025.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Resurfacing approximately 2.9 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**2025 Roadway Resurfacing
Bid No. 2025-35**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **150** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Dollars (\$400) 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:

2025 Roadway Resurfacing

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 25 sheets numbered 1 through 25 inclusive and bearing the following general title:

2025 Roadway Resurfacing

7.9 Addenda numbers ____ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ____ , inclusive) marked exhibit ____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Jason Leslie
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:

2025 Roadway Resurfacing
Bid No. 2025-35

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:

2025 Roadway Resurfacing
Bid No. 2025-35

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2025.

END OF SECTION

00670 - 1

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 _____, 20____, 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 _____, 20_____.

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 _____, 20_____.

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: **2025 Roadway Resurfacing**
2025-35

Resurfacing approximately 2.9 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
Copy of local business tax receipt (where your business is located)
Copy of State License (if applicable)
Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1

Asphaltic Concrete Surface Course – Type SP – 9.5

Measurement: Asphalt will be measured in tons of asphalt placed at a nominal thickness of one and one half (1.5) inches after proper compaction as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In

determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (.1) of a ton.

Payment: Payment for constructing Superpave asphaltic concrete surface course shall be made at the Contract unit price per ton placed and accepted, based on a nominal thickness of one & one half (1.5) inches, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, prime coat and clean up where required. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 2 **Asphaltic Concrete Leveling Course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt properly placed and compacted as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (0.1) of a ton.

Payment: Payment for constructing the Superpave asphaltic concrete leveling course shall be made at the contract unit price per ton placed and accepted, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, prime coat, placement and compaction.

Bid Item No. 3 **Milling Existing Surface**

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one (1) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and surrounding properties. Areas requiring additional milling are shown in Appendix C. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 4 **Adjust Manholes to Final Grade**

Measurement: Measurement for adjusted manholes shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting manhole covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and

equipment required to set the manhole ring and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary manhole adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand as specified by OWNER.

Bid Item No. 5 **Adjust Valve Box & Cover to Final Grade**

Measurement: Measurement for adjusted valve box and cover shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting valve covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the valve box and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary valve adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand specified by OWNER.

Bid Item No. 6 **Thermoplastic Striping & Reflective Markers**

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker shall be measured as Lump Sum for all locations requiring installation of items.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway to match the existing striping and reflective markers, as existed prior to paving, and additionally to provide twenty-four (24) inch stop bars at all existing stop signs, including stop signs on crossing streets that do not already have stop bars. Crosswalks shall be provided at all intersections where sidewalks exist including those streets that don't already have cross walks. Special emphasis crosswalks shall be replaced with the same. Special emphasis crosswalks shall also be provided on roads intersecting N. Beach Street.. The CONTRACTOR shall be responsible for recording the existing striping before paving.

Bid Item No. 7 **Concrete Curb & Gutter**

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

Bid Item No. 8**Miscellaneous Concrete Driveway**

Measurement: Constructed Driveway shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of six (6) inches, including construction and expansion joints and which area is determinable by measuring wheel and/or measuring tape. Driveway shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Miscellaneous Driveway shall be based upon the contract unit price of square yards (SY) measured of driveway surface placed and shall include: removal of existing driveway, subgrade preparation and site restoration. Sidewalk removal and placement shall be approved by the Owner's.

Bid Item No. 9**Sidewalk**

Measurement: Constructed sidewalk shall be measured in square feet (SF) of actual surface area of properly formed and consolidated concrete at a minimum thickness of four (4) inches, Sidewalk shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Sidewalks shall be based upon the contract unit price of square feet (SF) measured of sidewalk placed and shall include: removal of existing sidewalk, subgrade preparation and site restoration.

Bid Item No. 10**Asphalt Millings**

Measurement: Milling shall be measured in Cubic Yards (CY) of actual surface area milled by the Contractor at a minimal depth of one and one half (1.5) inch and which area is determinable by measuring wheel and/or measuring tape. Asphalt millings shall be delivered to either Ormond Beach Public Work, or the City's store yard located South of the Airport at 29.290435, -81.112583.

Payment: Payment for Asphalt Millings shall be based upon the contract unit price of Cubic Yards (CY) measured of Asphalt Millings delivered to the City.

Alternate Bid 1 Item No. 1**Install Asphalt Speed Tables**

Measurement: Installation of Asphalt Speed Tables shall be for each asphalt speed table which the Contractor completes and is satisfactorily acceptable by the Owner.

Payment: Payment for Asphalt Speed Tables shall be made at the Contract unit price per asphalt speed table and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 1 Item No. 2**Remove Rubber Speed Tables**

Measurement: Removal of Rubber Speed Tables shall be for each rubber speed table which the Contractor removes without causing undue damage to existing roadway and is satisfactorily acceptable by the Owner.

Payment: Payment for the Removal of Rubber Speed Tables shall be made at the Contract unit price per rubber speed table removed and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 1**Replace Centerline Yellow Pavement Markings with Double-Yellow Pavement Markings**

Measurement: Measurement for this bid item shall be measured per linear foot of double yellow pavement marking installed within specified locations.

Payment: Payment for this bid item shall be made at the Contract unit price per linear foot of double yellow pavement marking and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 2**Replace Speed Limit Signs with Solar-Powered Electronic Speed Feedback Signs**

Measurement: Measurement for this bid item shall be measured per electronic speed feedback sign installed for all locations requiring installation of items. Solar-Powered Electronic Speed Feedback Signs are to be Traffic Logix brand or approved equal. Removed signs shall be returned to the Owner.

Payment: Payment for this bid item shall be made at the Contract unit price per each solar powered electronic speed feedback sign installed and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 3**Remove Existing Chevron Signage and Install New W1-8 Signs (24" x 30") with 40' Spacing**

Measurement: Measurement for this bid item shall be measured per W1-8 Sign installed for all locations requiring installation of items. Removed signs shall be returned to the Owner.

Payment: Payment for this bid item shall be made at the Contract unit price per each W1-8 sign installed and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 4**Relocate STOP AHEAD Sign and Install New W3-1 Sign and Advance Street Name Plaques**

Measurement: Measurement for this bid item shall be measured as Lump Sum for all

locations requiring installation of items. Removed signs shall be returned to the Owner.

Payment: Payment for this bid item shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 5

**Install Retroreflective Sheeting on Various Sign Poles
Throughout the North Halifax Drive Corridor**

Measurement: Measurement for this bid item shall be measured per sign outfitted with retroreflective sheeting for all locations requiring installation of items.

Payment: Payment for this bid item shall be made at the Contract unit price per each sign outfitted with retroreflective sheeting and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 6

**Convert Amsden Road and Standish Drive Intersections to
All-Way Stop-Controlled**

Measurement: Measurement for this bid item shall be measured as Lump Sum for all locations requiring installation of items. This work will consist of installation of 36" x 36" R1-1 signs on both sides of the North Halifax Drive approaches, removal of any intersection warning (W2-1) signage, and installation of W3-1 signs in the north and south bound approaches, approximately 250' from the intersection stop bars. Removed signs shall be returned to the Owner.

Payment: Payment for this bid item shall be made at the Contract lump sum (LS) price per bid item and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 7

Install 12" High-Emphasis Crosswalk Pavement Markings

Measurement: Measurement for this bid item shall be measured per linear foot of 12" high emphasis crosswalk pavement markings installed for all locations requiring installation.

Payment: Payment for this bid item shall be made at the Contract unit price per linear foot of high emphasis crosswalk pavement markings installed and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 2 Item No. 8

Install 24" High-Emphasis Crosswalk Pavement Markings

Measurement: Measurement for this bid item shall be measured per linear foot of 24" high emphasis crosswalk pavement markings installed for all locations requiring installation.

Payment: Payment for this bid item shall be made at the Contract unit price per linear foot of high emphasis crosswalk pavement markings installed and shall be full compensation for all labor, material and equipment required to complete the work.

Alternate Bid 3 Item No. 1

Thermoplastic Striping Along Pineland Trail

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker along Pineland Trail shall be measured as Lump Sum for all locations requiring installation of items outlined in the plans.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway as outlined in the drawings.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 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 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

As directed by the ENGINEER:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.
2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00). The survey shall be certified to the OWNER.

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

01740-2

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

None

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

02200-6

SECTION 02500 PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.

Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”.

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”, Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98%

of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with “Standard Specifications”, Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the “Standard Specifications”, Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the “Standard Specifications” Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02511
MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work consists of removing existing asphaltic concrete pavement to lower the finished grade prior to resurfacing and includes the removing of the milled asphaltic concrete pavement, transporting it off the site and disposing of it. The extent of milling will be determined in the field by the ENGINEER

1.02 QUALITY ASSURANCE

All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

PART 2 - PRODUCTS

2.01 MILLING MACHINE

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified. The machine shall be equipped with automatic grade controls which will operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface texture.

The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation.

PART 3 - EXECUTION

3.01 REMOVAL OPERATION

The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified. Where indicated on the plans, removal shall be to a specified depth and shall produce a specified cross slope.

The longitudinal profile of the milled surface shall be established by a skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by

an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross controls where the situation warrants such action.

The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration of depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust emitted from the machine. Prewetting of the pavement may be required.

Prior to applying the tack coat and placing the asphaltic concrete, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable fine material. The operation shall be conducted in a manner so as to minimize air pollution.

3.02 FINISHED SURFACE

Where pavement is to be constructed over the milled surface, it shall have a texture which will provide good bonding.

The finished surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the ENGINEER determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the ENGINEER, shall be corrected by the CONTRACTOR at no additional compensation.

The ENGINEER may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

3.03 OBSTRUCTIONS

Existing asphalt pavement shall be milled up to and around all immovable obstructions, such as manholes, inlets, valve boxes or concrete paving. Pavement removal around such obstructions shall be equal to the depth of adjacent milled areas. It is the intent that the new asphaltic concrete will be applied uniformly around obstructions to a depth equal to the adjacently overlaid areas.

END OF SECTION

**SECTION 02580
ROADWAY STRIPING AND MARKING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes roadway striping and reflective marking as specified for this project.

1.02 QUALITY ASSURANCE

Standards. Materials and workmanship shall conform to the requirements of the following:

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1996 edition, hereinafter called the Standard Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Lane Marking Paint. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.

Color: White or Yellow as required.

Reflective Paving Markers. Reflective pavement markers shall conform with the requirements of Section 706 of the Standard Specifications.

PART 3 - EXECUTION

3.01 MARKING TRAFFIC STRIPES

Cleaning. Sweep and clean the surface to eliminate loose material and dust.

Application. Apply in accordance with the plans and Section 711 of the Standard Specifications. Stop bars shall be provided at all “stop” intersections, as directed in the project manual (Section 01025 - Measurement and Payment). Replace all traffic striping to match existing stripes, including sidewalk crossing striping.

Width of Stripe. Unless otherwise shown or directed by the Engineer: stripes shall be 4-inches wide; stop bars shall be 24-inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers shall be installed in accordance with the plans and Section 706 of the Standard Specifications. Reflective markers shall be considered an integral part of Roadway Striping and no separate payment will be made therefor.

END OF SECTION

SECTION 02606 GRADE ADJUSTMENT OF EXISTING MANHOLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This Section includes raising or lowering the top elevation or grade of the existing manhole in order to accommodate changes in the elevation or grade of areas around the manhole as shown on the Drawings and as specified.

1.2 QUALITY ASSURANCE

All material shall be tested for conformance with the specified standards.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SEGMENTS FOR PRECAST CONCRETE MANHOLES

Precast reinforced concrete segments shall be designed and fabricated in accordance with the requirements of ASTM C478, with the exception that wall thickness shall be as shown on the Drawings. Materials used in fabrication shall conform to the requirements of the Standard. Cement used in construction of precast manhole segments shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Joint Material. Joint material for use between precast manhole sections shall be cold adhesive preformed plastic gaskets conforming to the requirements of Section 942, Pipe Gaskets, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 BRICK MANHOLES

Brick for construction of brick manholes shall conform to the requirements of ASTM C-32, Grade MS.

Concrete for use in construction of brick manholes shall develop a compressive strength of not less than 2500 psi at 28 days. Cement used in concrete for manhole construction shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Mortar for manhole construction shall consist of one part of Portland Cement and two parts of fine sand with water added for proper consistency. Lime shall not be used in mortar for manholes.

Portland Cement for use in mortar and grout shall conform to the requirements of ASTM C150, Type II.

Sand for use in mortar and grout shall conform to the requirements of ASTM C144.

2.3 ADJUSTING RINGS

Adjusting Rings. Manhole extension rings shall be an expandable type to accommodate a ½ inch diameter variance as manufactured by American Highway Products of Bolivar, Ohio, or an equivalent as approved by the ENGINEER. The ring shall be a one piece steel assembly and provide a flat surface for seating manhole covers and designed to withstand heavy wheel loading. Adjusting ring features shall also include a pivoted turnbuckle to expand the riser against the existing cover ring.

The CONTRACTOR shall inspect existing manhole rings and then order the appropriate American Highway Product model to fit the conditions. Shop drawings shall be submitted for approval in all instances.

2.4 PRECAST CONCRETE GRADE RINGS

Manufactured precast concrete grade rings may be used to adjust manholes to finished grade. Shop drawings shall be submitted to ENGINEER for approval in all instances.

2.5 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be Gray Iron Castings conforming to the dimensions shown or equivalent foundry patterns. All mating surfaces shall be machined to prevent rocking or rattling of frames and covers. Castings shall be free of cracks, blow holes or swells and shall have a smooth and workmanlike finish. Castings shall conform to the requirements of ASTM A48. Manhole covers shall be of the concealed pickhole design and shall have the name of the Owner and use of the line on which it is installed cast in the cover. Existing frames and covers may be reused provided that they are of adequate design for any changed surface loading conditions and are not broken or damaged in any way.

PART 3 - EXECUTION

3.1 INSPECTION

Inspect existing manholes to determine type of construction and suitability of parts for reuse. Measure distances from invert to top of frame, from invert to top and bottom of cone or corbeled section from invert to new grade.

3.2 DETERMINATION OF ADJUSTMENT METHOD

Manholes may be adjusted by the use of adjusting rings; by removal of frame and cover and increasing or decreasing the height of the section above the cone or corbel; or by removing top slab, cones or corbels and building up, adding to or removing a portion of the manhole barrel then resetting the slab, cone or corbel section.

Determination of the method of adjustment shall be made on the following basis:

Use of Adjusting Rings. Adjusting rings may be used when the top grade of elevation is to be raised, the amount of adjustment does not exceed 4-inches and the total height of the reduced diameter section (including frame and cover) above the cone or corbel to the finished grade or elevation will not exceed 24-inches.

Adjusting Height Between Frame and Cover and Top of Cone or Corbel. Grade adjustments may be made by removing the frame and cover and removing from or adding to the height of the reduced diameter section when there is sufficient height to allow the required reduction or when the total height (including frame and cover) from the top of the cone or corbel to finished grade will not exceed 24-inches.

Building Up, Adding to or Removing Portions of Manhole Barrel. Grade adjustments may be made by removing the frame and cover, cone, corbel or top slab; and building up, adding to or removing portions of the manhole barrel under any of the conditions specified above and shall be used when use of either of the above methods will result in a total height from the top of the cone or corbel to the finished grade in excess of 24-inches.

In all instances, the selected method of adjustment shall be approved by the ENGINEER.

3.3 INSTALLATION

Placing Adjusting Rings. Remove existing cover, clean all buildup from surfaces the manhole riser touches, place the ring into the frame and expand the linkage until the manhole riser is tight. Replace cover and check fit.

Placing Barrel Sections. Clean joint portion remaining in place. Prime all joint surfaces in accordance with joint compound manufacturer's instructions. Place joint compound and set new barrel section or grade ring in place. Replace cone section similarly.

Brick Construction. Lay brick as radial header courses with every sixth course a stretcher course. Completely fill joints. Place interior and exterior with one-half inch of mortar and brush smooth. Set frames and covers in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

Placing Precast Concrete Grade Rings. Select appropriate thickness of grade ring. Completely mortar ring to top of corbel. Set frame and cover in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

END OF SECTION

SECTION TP

TECHNICAL PROVISIONS FOR ROADWAY SURFACING AND RESURFACING

TP-01 GENERAL

All work of this contract shall conform to the applicable technical specifications of Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" 1966 Edition, and "Roadway and Traffic Design Standards" 1966 Edition including any amendments thereto. The CONTRACTOR shall acquire his own copies of the FDOT Standards. In the event of conflict between the Standards and these technical provisions, these technical provisions shall govern. Reference to Article numbers hereinafter apply to the FDOT Standard Specification.

Reference in the FDOT Standards to the Department or its representatives shall be interpreted for this contract to be the OWNER and/or OWNER's Engineer or their authorized representatives.

STANDARD SPECIFICATIONS

Sections of the Standard Specifications shall be supplemented or clarified as follows:

TP-02 GRADING

There may be minor shoulder grading in order to obtain the required width of resurfacing. This may be accomplished by peeling back of overburden grass, etc., by grader or any other acceptable means. Work efforts to accomplish a finished and acceptable project shall include but not be limited to:

1. Picking up of grass or other vegetation and disposing of same in areas provided by the CONTRACTOR and approved by the ENGINEER.
2. Excavation of earth as required to expose and resurface the existing base and removal of this excavated material to a location provided by the CONTRACTOR and approved by the ENGINEER.

Clean up of debris, grass and soils resulting from the above operation will be the responsibility of the CONTRACTOR. Said clean-up, raking etc., shall be completed on each location BEFORE moving to the next location.

Payment for said grading shall be included in the contract price for tonnage asphalt, as there will be no separate payment for same. The CONTRACTOR may use clean dirt to backfill against street edges.

Placing of additional material to build-up shoulders to suit new pavement will be the responsibility of the CONTRACTOR. The CONTRACTOR will be responsible for eliminating any hazard caused by high pavement edges resulting from the new paving operation.

TP-03 TESTING BY CONTRACTOR

For any asphaltic concrete surface course, the mix design (certified by a commercial laboratory) shall be submitted to the ENGINEER for approval at the pre-construction conference. During plant operation, plant control (certified in writing) by a commercial testing laboratory will be required. The Plant Inspector should be trained in proper methods of material sampling and testing and all phases of plant operations. He shall have at least one assistant trained in sampling and testing. A minimum of two extraction and stability tests will be conducted for each day's operation. All testing shall be at the CONTRACTOR's expense and will be included in the Unit Price for Asphaltic Concrete.

It will be required that the testing laboratory performing plant control certify in writing, truck weights of asphaltic concrete material on all contracts let on a tonnage basis.

TP-04 SCHEDULING OF WORK ON NON-WORK DAYS

Work shall be discontinued Saturdays, Sunday, and all legal and/or City designated holidays except for special operations that may be necessary in order to maintain, check and protect work already performed. If it becomes necessary for the CONTRACTOR to perform work on Saturdays, Sundays, or holidays, and such work, in the opinion of the ENGINEER, will require the presence of the Inspector, the CONTRACTOR shall pay the OWNER the amount of Two Hundred dollars (\$200.00) per eight-hour day for each Inspector given such assignment.

TP-05 CHANGES IN WORK

The owner reserves the right to order extra work or make changes by altering, adding to, or deducting from the work twenty five (25%) percent of the total quantities an/or costs. It is anticipated that certain roads may be added/or deleted.

TP-06 PROJECT SIGNS

Project signs will be supplied by the CONTRACTOR and it will be the responsibility of the CONTRACTOR to place these signs at each location prior to beginning work. Placement of signs will be the discretion of the OWNER's Representative.

TP-07 SILO STORAGE

Silo usage will be acceptable for a maximum storage time of 24 hours.

TP-08 LEVELING

Leveling course to be applied by either motor grader or paving machine at the discretion, and satisfaction of the ENGINEER or his authorized representative.

TP-09 TEMPORARY TRAFFIC STRIPING

The Standard Specification for Road and Bridge Construction approved and adopted 1988 and the Manual on Uniform Traffic Control Devices 1986 by the Florida Department of Transportation covering temporary traffic striping shall be used in the control of this item.

1. Painted temporary striping shall be placed on all streets with current striping at the end of each day's work. Finish striping shall be covered under a separate bid item.
2. No separate payment shall be made for temporary traffic striping. All costs for same shall be included in the contract price for asphaltic concrete.

TP-010 USE OF RECYCLED ASPHALT

Use of recycled asphalt pavement in job mix is not permitted.

TP-011 PROGRESS OF WORK

The CONTRACTOR may not pull off the project once paving has commenced until all joints are closed to the satisfaction of the ENGINEER and the roadway has sufficient striping to insure safety to the public.

The use of two paving crews will require a minimum of three working days notice to the ENGINEER prior to start of second crew.

TP-012 ASPHALTIC CONCRETE SURFACE COURSE, TYPE I, WITH OR WITHOUT LEVELING COURSE, STATE ROAD DEPARTMENT OF FLORIDA SPECIFICATIONS, MODIFIED.

The Standard Specifications for Road and Bridge Construction approved and adopted 1966 by the Florida State Road Department, covering Asphaltic Concrete Surface Course, Type I, will be used in the control of this item, with the following exceptions:

1. All testing of materials and the determination of the job-mix formula will be done by a commercial testing laboratory in accord with these specifications. A job-mix formula shall be submitted to the City ENGINEER before any materials are placed on the job site. (See TESTING under Section TP-03).
2. The job-mix formula shall be comprised of materials as specified in Section 331, Standard Specifications for Road and Bridge Construction, approved and adopted 1966, by the Florida State Road Departments.
3. Tack Coat material shall be emulsified asphaltic Grades RS-1 or RS-2 only meeting the requirements of 916-4 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction Edition of 1977.

4. Tack Coat material will not be paid for directly. All cost of Tack Coat material and work in connection with application of same shall be included in the contract unit price for the Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified).
5. No separate payment shall be made for Bituminous Materials. All cost for same shall be included in the contract price for Asphaltic Concrete Surface Course, Type I, with or without Leveling.
6. PAYMENT SHALL BE MADE UNDER:

Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified), PER TON. Printed scale tickets are to be furnished with each load of asphalt delivered to the job site.
7. All sand or local material must have 100% passing the #16 sieve. All sand or local material stock piles must be approved by the ENGINEER.

TP-013 LOCATION MAP AND ROADWAY RESURFACING DETAILS

(Not Applicable)

TP-014 PERMANENT TRAFFIC STRIPING

Permanent traffic striping shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" 1996 Edition, Section 711. All striping shall be thermoplastic traffic striping and markings as per Standards.

Separate payment will be made for permanent traffic striping as designated in the Bid proposal and on the basis as described under Measurement and Payment.

TP-015 ADJUSTMENT OF MANHOLES AND VALVE BOXES

All manholes and valve boxes shall be adjusted to match finished asphaltic surfaces. A separate bid item is provided for the adjustment of manholes. No separate payment will be made for the adjustment of valve boxes.

END OF SECTION

TP-4

APPENDIX A

FDOT Raised Crosswalk Detail

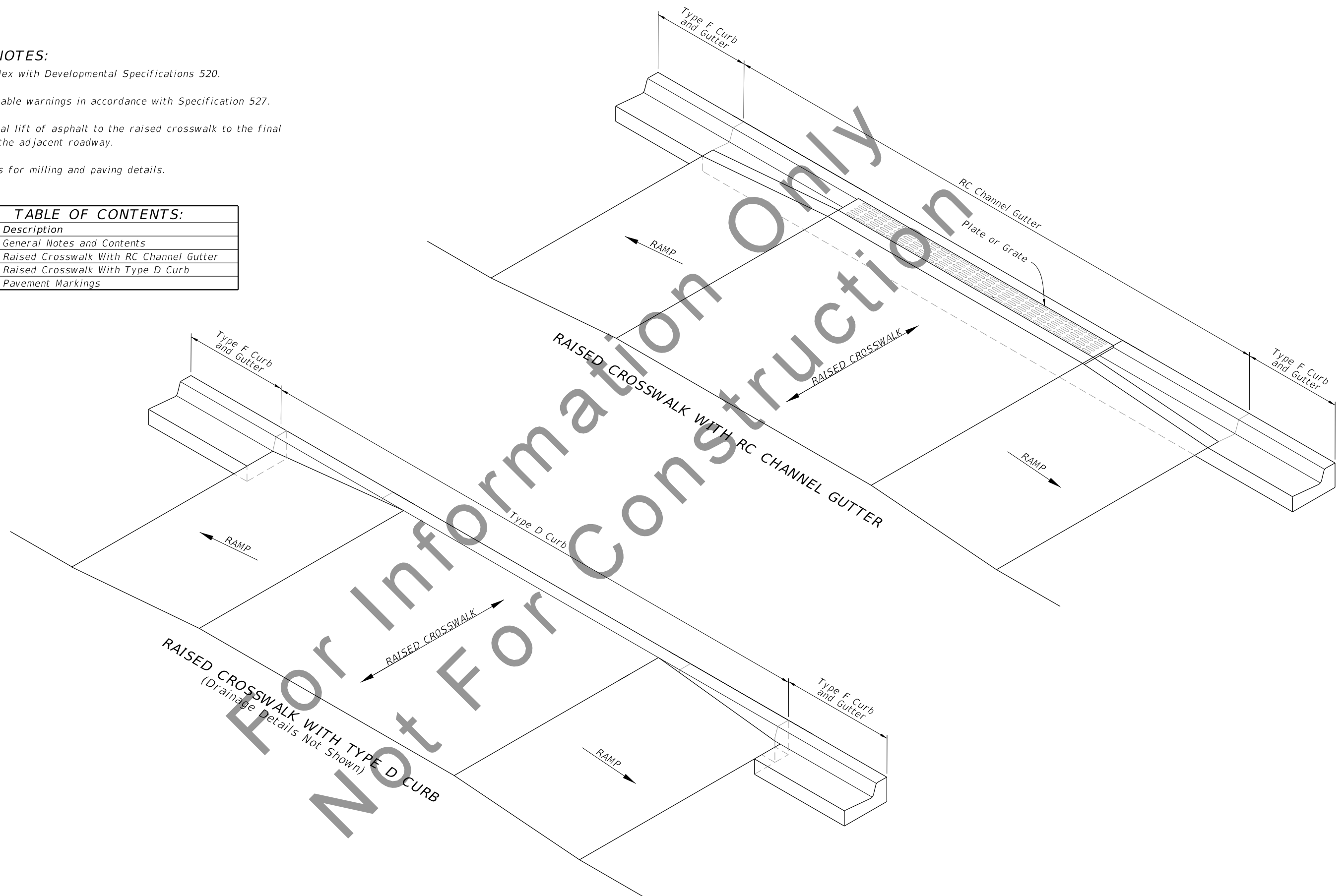
1. Work this Index with Developmental Specifications 520.

2. Install detectable warnings in accordance with Specification 527.

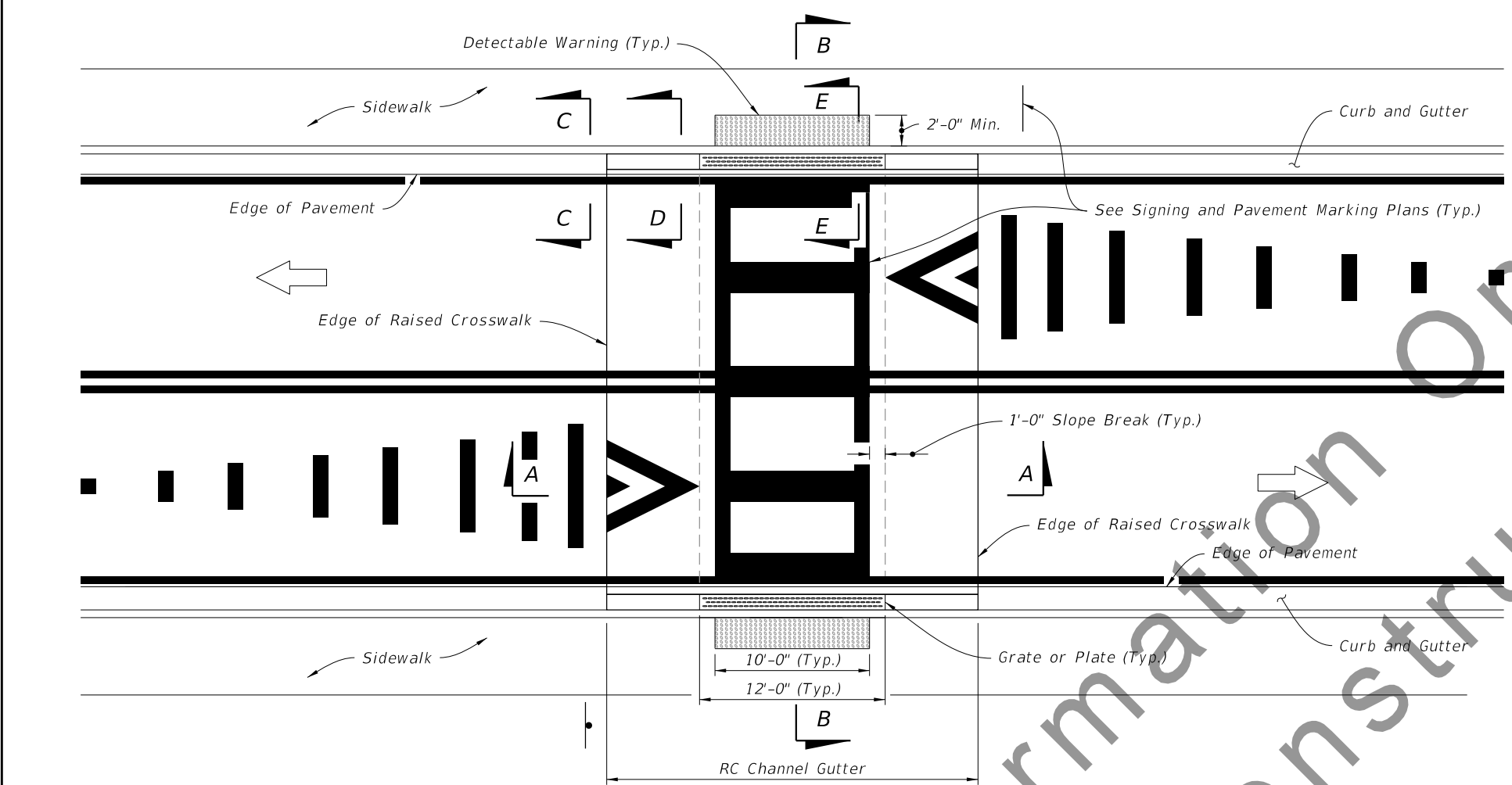
3. Match the final lift of asphalt to the raised crosswalk to the final lift used on the adjacent roadway.

4. See the Plans for milling and paving details.

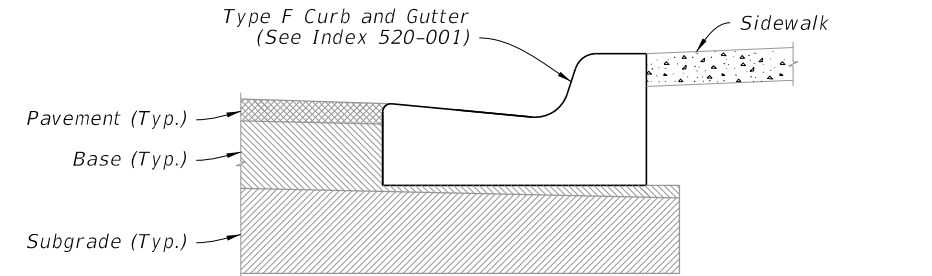
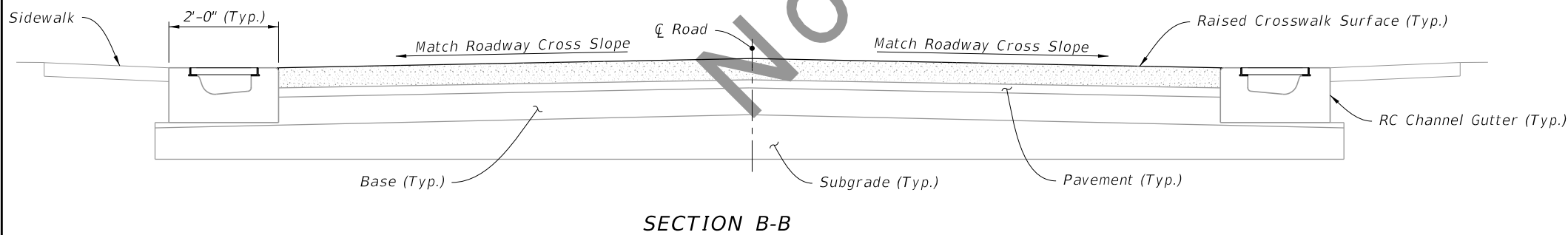
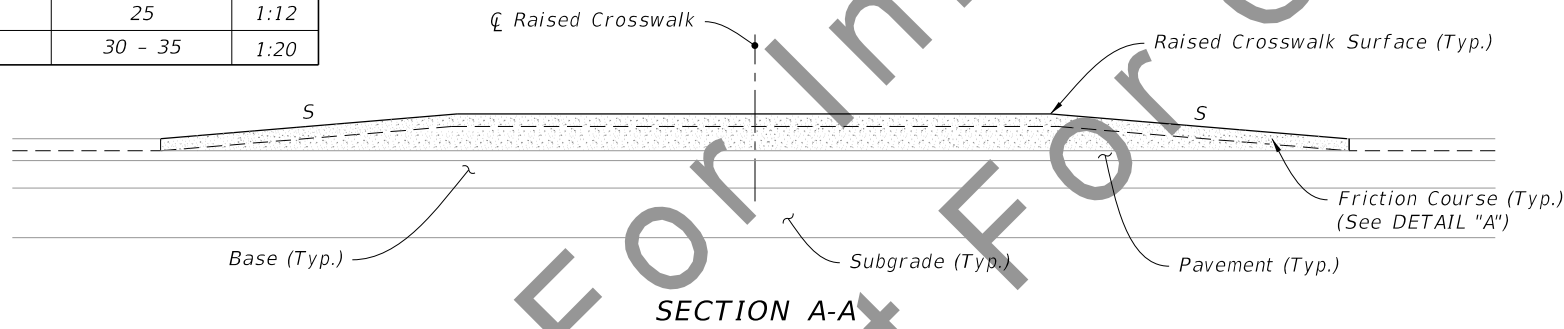
TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Raised Crosswalk With RC Channel Gutter
3	Raised Crosswalk With Type D Curb
4	Pavement Markings



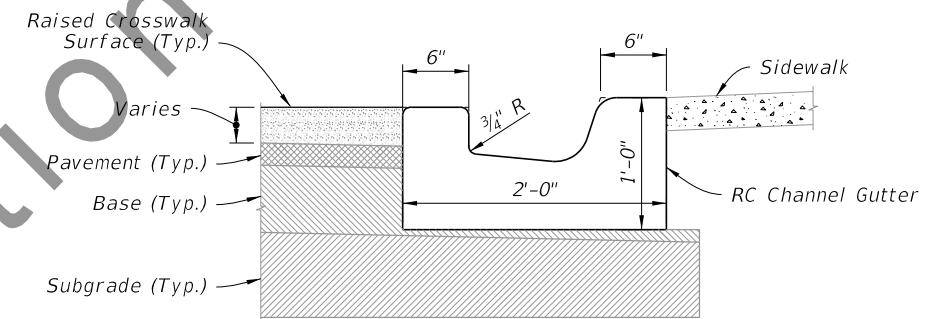
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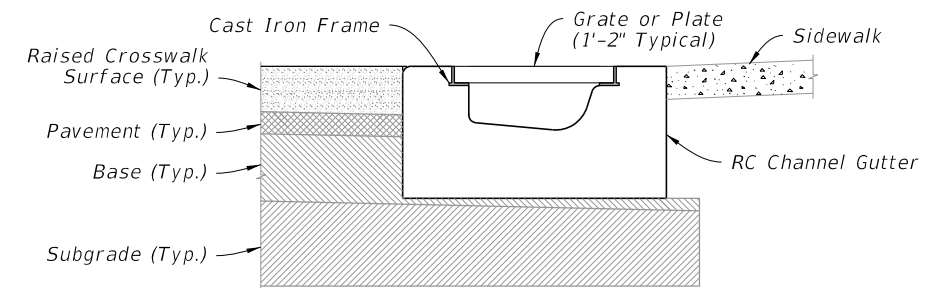
TYPE OF RAISED CROSSWALK	DESIGN SPEED (MPH)	SLOPE "S"
TYPE I	25	1:12
TYPE II	30 - 35	1:20



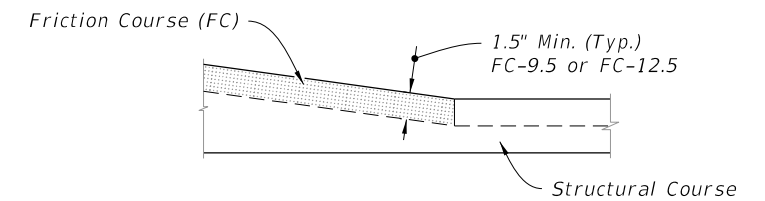
SECTION C-C



SECTION D-D



SECTION E-E

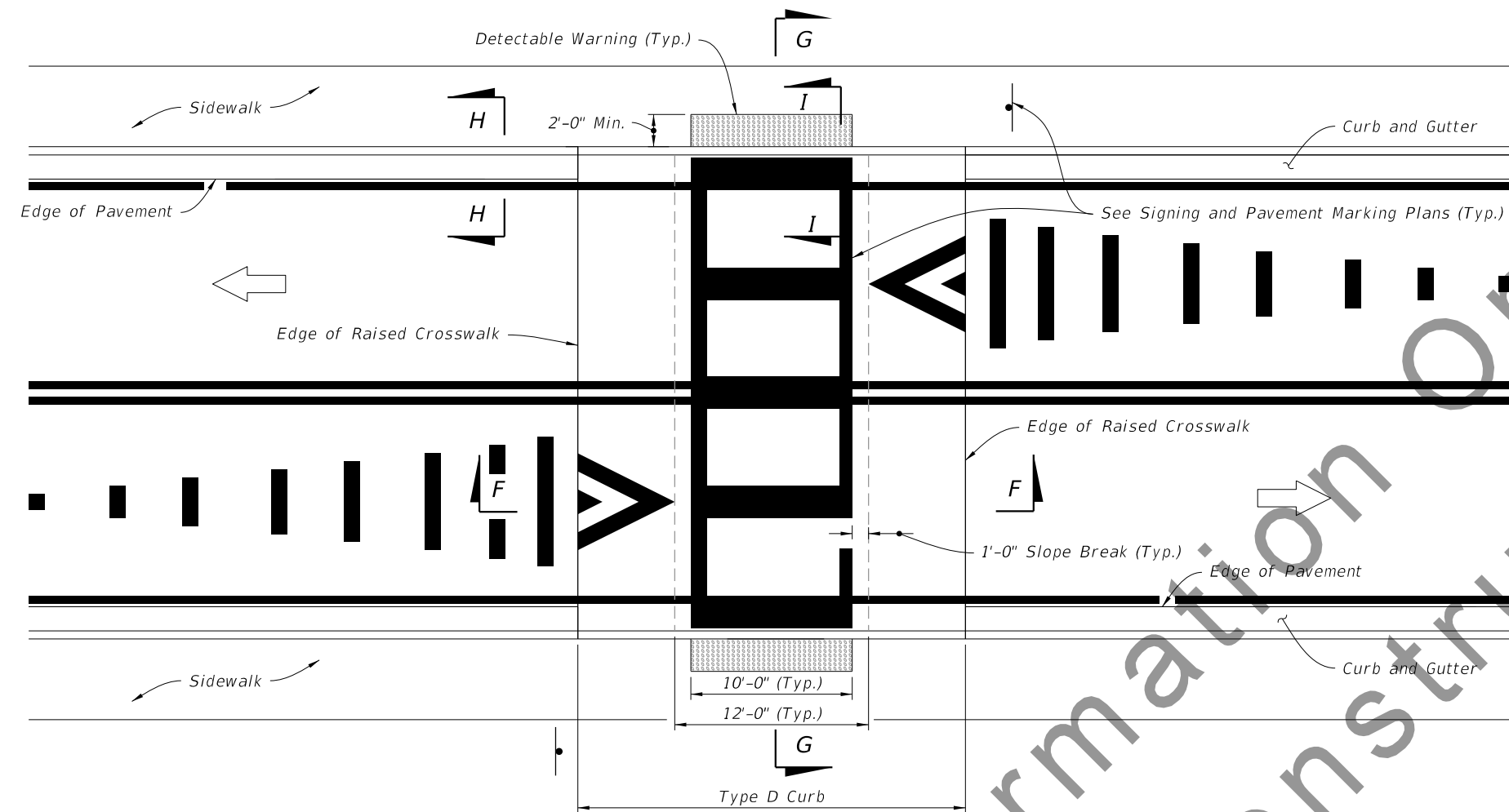


DETAIL "A"

SYMBOLS:

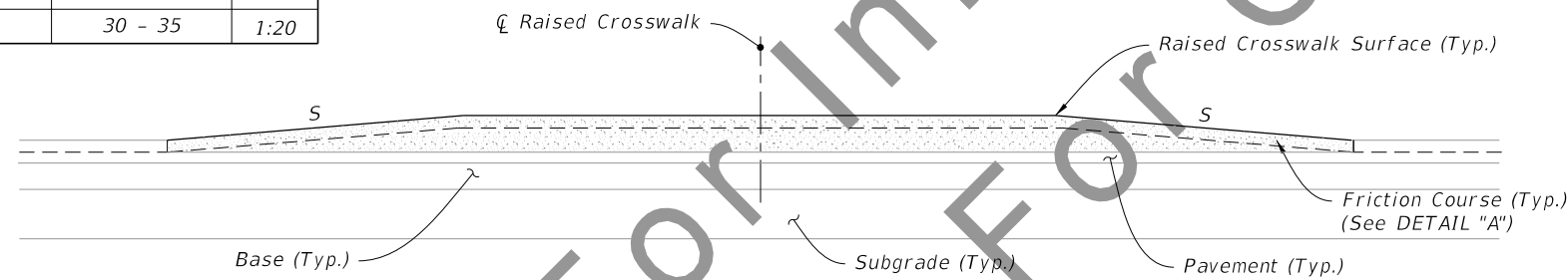
- Direction of Traffic
- Sign and Column

RAISED CROSSWALK WITH RC CHANNEL GUTTER

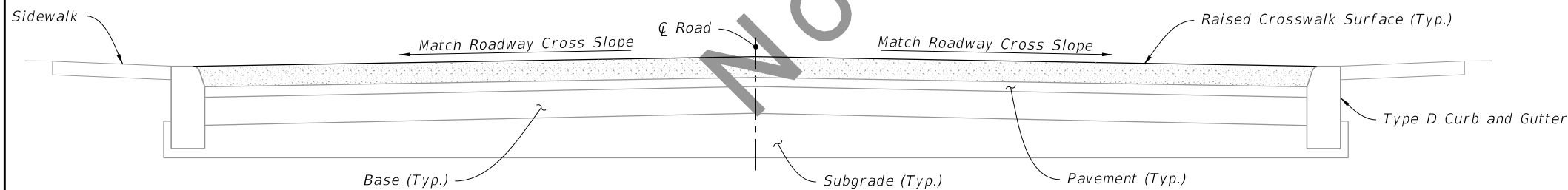


PLAN

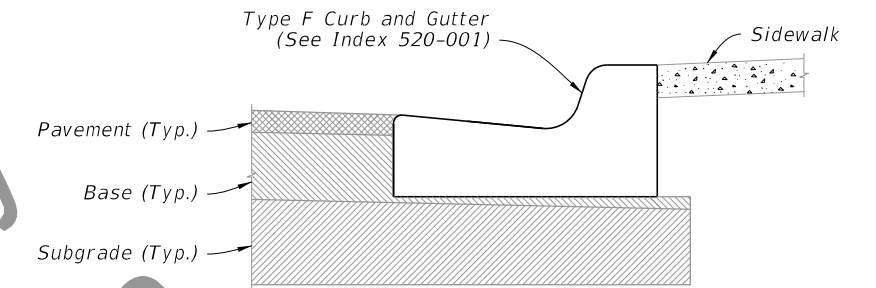
TYPE OF RAISED CROSSWALK	DESIGN SPEED (MPH)	SLOPE "S"
TYPE I	25	1:12
TYPE II	30 - 35	1:20



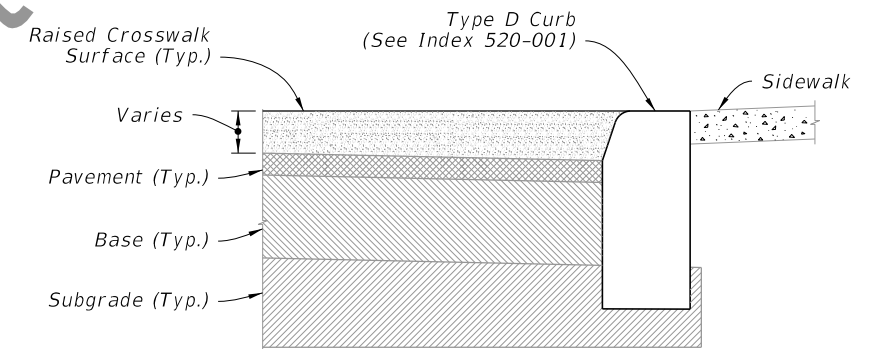
SECTION F-F



SECTION G-G



SECTION H-H



SECTION I-I

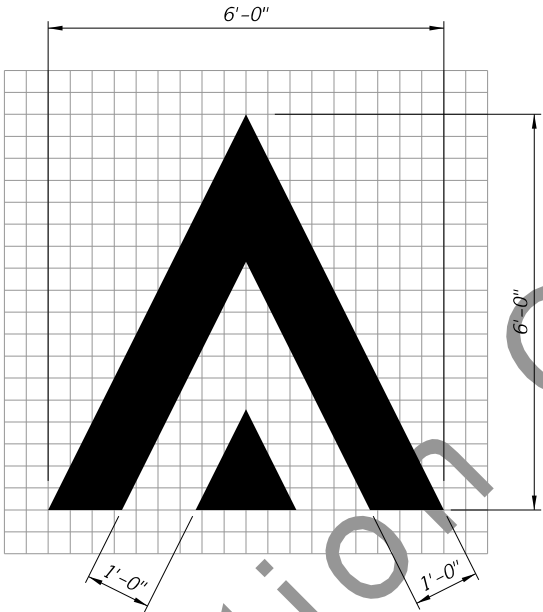
SYMBOLS:

- ➡ Direction of Traffic
- Sign and Column

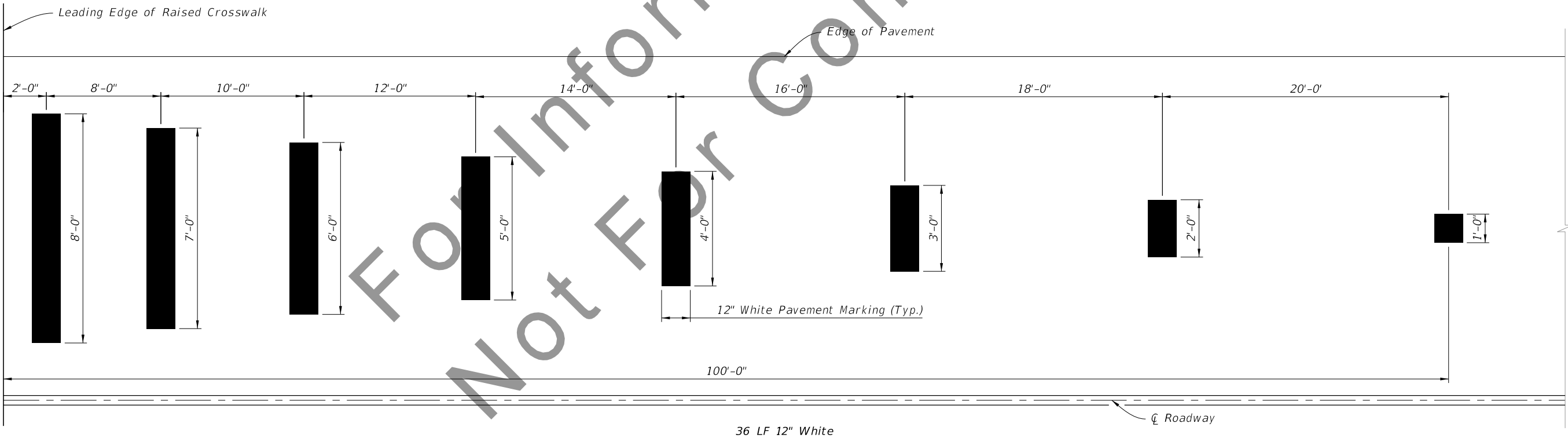
RAISED CROSSWALK WITH TYPE D CURB

12/20/2024 2:49:09 PM

NOTE:
Only install advance warning marking when shown in Plans.



12 S.F.
VERTICAL DEFLECTION MARKING



36 LF 12" White
VERTICAL DEFLECTION ADVANCE WARNING MARKING

PAVEMENT MARKINGS

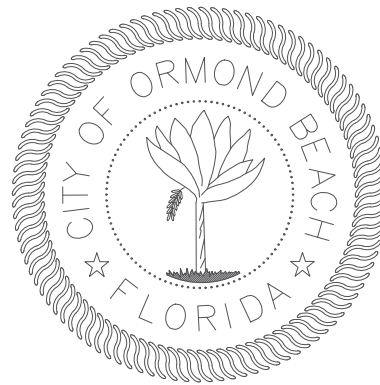
LAST REVISION 09/01/20	REVISION	DESCRIPTION:	 DEVELOPMENTAL STANDARD PLANS	RAISED CROSSWALK	INDEX D520-030	SHEET 4 of 4 Page 330 of 666
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CITY OF ORMOND BEACH

2025 ROAD RESURFACING BID NO.: 2025-35



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	LOCATION MAP
3	NOTES & QUANTITIES
4	ORMOND LAKES BLVD, OLD WIGGINS LN, OLD MCDUFFIE LN, & ROCKY BLUFF DR
5	ORMOND LAKES BLVD, ROCKY BLUFF DR, & COQUINA CLIFF CIR
6	ORMOND LAKES BLVD
7	ORMOND LAKES BLVD & JOLYNN DR
8	LOCHMERE CIR & LAKE BLUFF DR
9	LAKE BLUFF DR
10	TIMBERLINE TRL
11	CUADRO PL
12	S CENTER ST
13	STRATFORD PL
14	S RIDGEWOOD AVE & E RIDGEWOOD AVE
15	PLAZA GRANDE
16	PENINSULA DR
17	DETAILS
18	OCEAN TERRACE – SPEED TABLE
19	RIVERSIDE DR – SPEED TABLES
20	ORMOND BEACH SPORTS COMPLEX – SPEED TABLES
21	PINELAND TRAIL STRIPING PLAN
22	N HALIFAX DR
23	N HALIFAX DR
24	N HALIFAX DR
25	N HALIFAX DR

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

KRISTIN DEATON, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

ID	STREET NAME	SHEET
1	ORMOND LAKES BLVD	4 - 7
2	OLD WIGGINS LN	4
3	OLD MCDUFFIE LN	4
4	ROCKY BLUFF DR	4 & 5
5	COQUINA CLIFF CIR	5
6	JOLYNN DR	7
7	LAKE BLUFF DR	8 & 9
8	TIMBERLINE TRL	10
9	CUADRO PL	11
10	S CENTER ST	12
11	STRATFORD PL	13
12	S RIDGEWOOD AVE	14
13	E RIDGEWOOD AVE	14
14	PLAZA GRANDE	15
15	PENINSULA DR	16
16	OCEAN TERRACE	18
17	RIVERSIDE DR	19
18	OB SPORTS COMPLEX	20
19	PINELAND TRL	21
20	N HALIFAX DR	22-25



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESJIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2025 ROAD RESURFACING

LOCATION MAP

DATE: 3/11/25
SCALE: N.T.S.
DRAWN BY: MC

PROJECT NO.: 2025-35
FILE NAME:
SHEET: 2 of 25

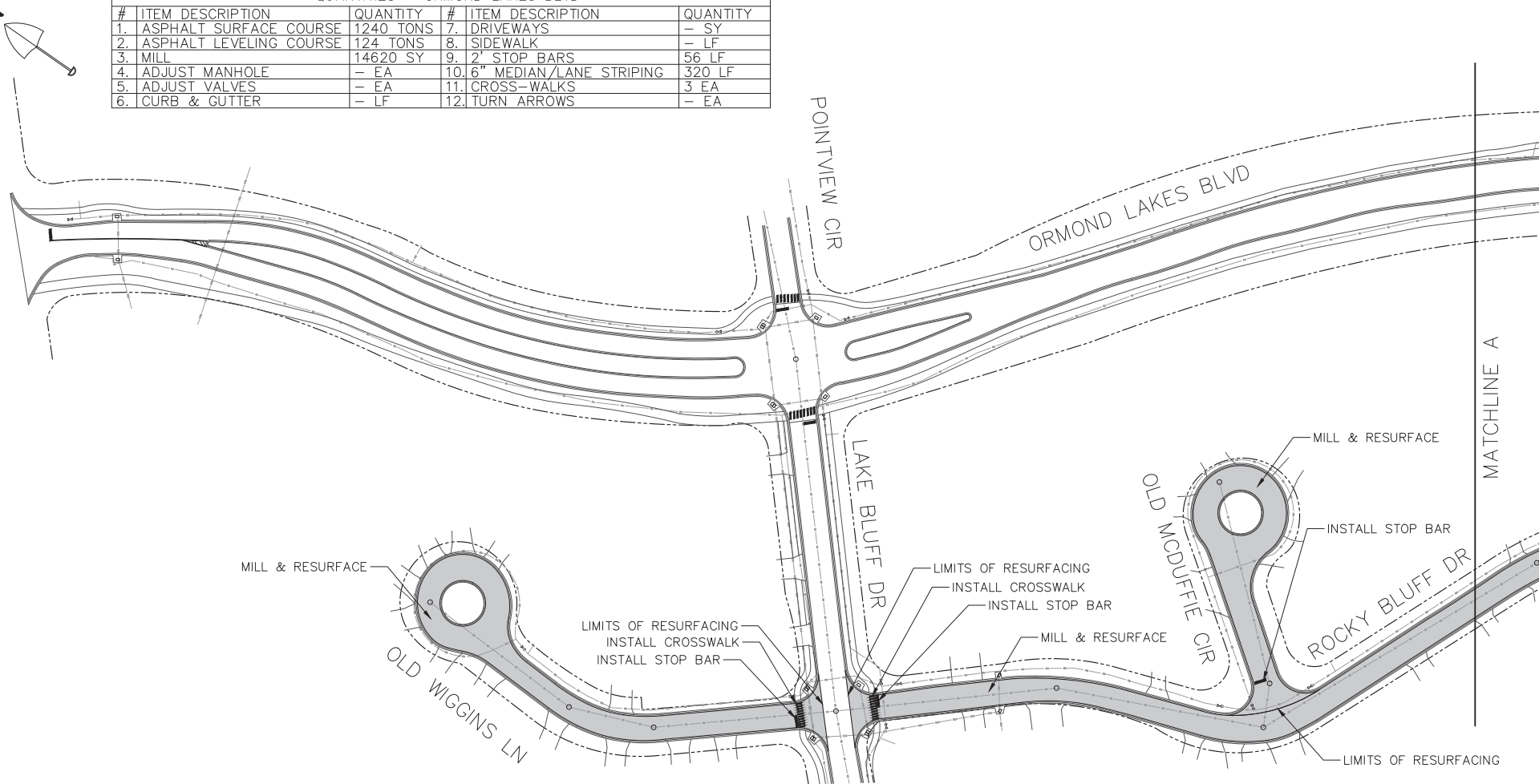
GENERAL NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDSS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION. 2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH. 3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION. 4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK. 5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION. 6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS. 7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION. 8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD. 9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY. 10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT. 11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES 12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. 13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.			ROADWAY CONSTRUCTION NOTES 1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDDED AND MULCHED OR SODDED. ALL SLOPES GREATER THAN 6% SHALL BE SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN. 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE: <table><tr><th>SWALE PROFILE GRADES</th><th>PROTECTION REQUIRED</th></tr><tr><td>0.2% - 1.0%</td><td>SEEDING AND MULCHING</td></tr><tr><td>1.0% - 4.0%</td><td>SODDING</td></tr><tr><td>4.0% AND GREATER</td><td>DITCH PAVING</td></tr></table> 3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE. 4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. ● 5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER. 6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED. 7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY. 8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED. 9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTION TO (98%) 10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT. 11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.			SWALE PROFILE GRADES	PROTECTION REQUIRED	0.2% - 1.0%	SEEDING AND MULCHING	1.0% - 4.0%	SODDING	4.0% AND GREATER	DITCH PAVING	12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION. 13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET. 14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS. 15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE. 16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%. 17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB. 18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS. 19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. 20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE. 21. AN "A" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES. 22. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES. 23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES. 24. A "A" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.		
SWALE PROFILE GRADES	PROTECTION REQUIRED															
0.2% - 1.0%	SEEDING AND MULCHING															
1.0% - 4.0%	SODDING															
4.0% AND GREATER	DITCH PAVING															
	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1C MAY 2020					

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	3315 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	331.5 TONS	8.	SIDEWALK	- LF
3.	MILL	38810 SY	9.	2' STOP BARS	308 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	2170 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	10 EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2025 ROAD RESURFACING	NOTES & QUANTITIES	DATE:	3/11/25	PROJECT NO.:	2025-35
								SCALE:	1"=40'	FILE NAME:	
								DRAWN BY:	MC	SHEET:	3 of 25

QUANTITIES – ORMOND LAKES BLVD					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	1240 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	124 TONS	8.	SIDEWALK	– LF
3.	MILL	14620 SY	9.	2' STOP BARS	56 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	320 LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	3 EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

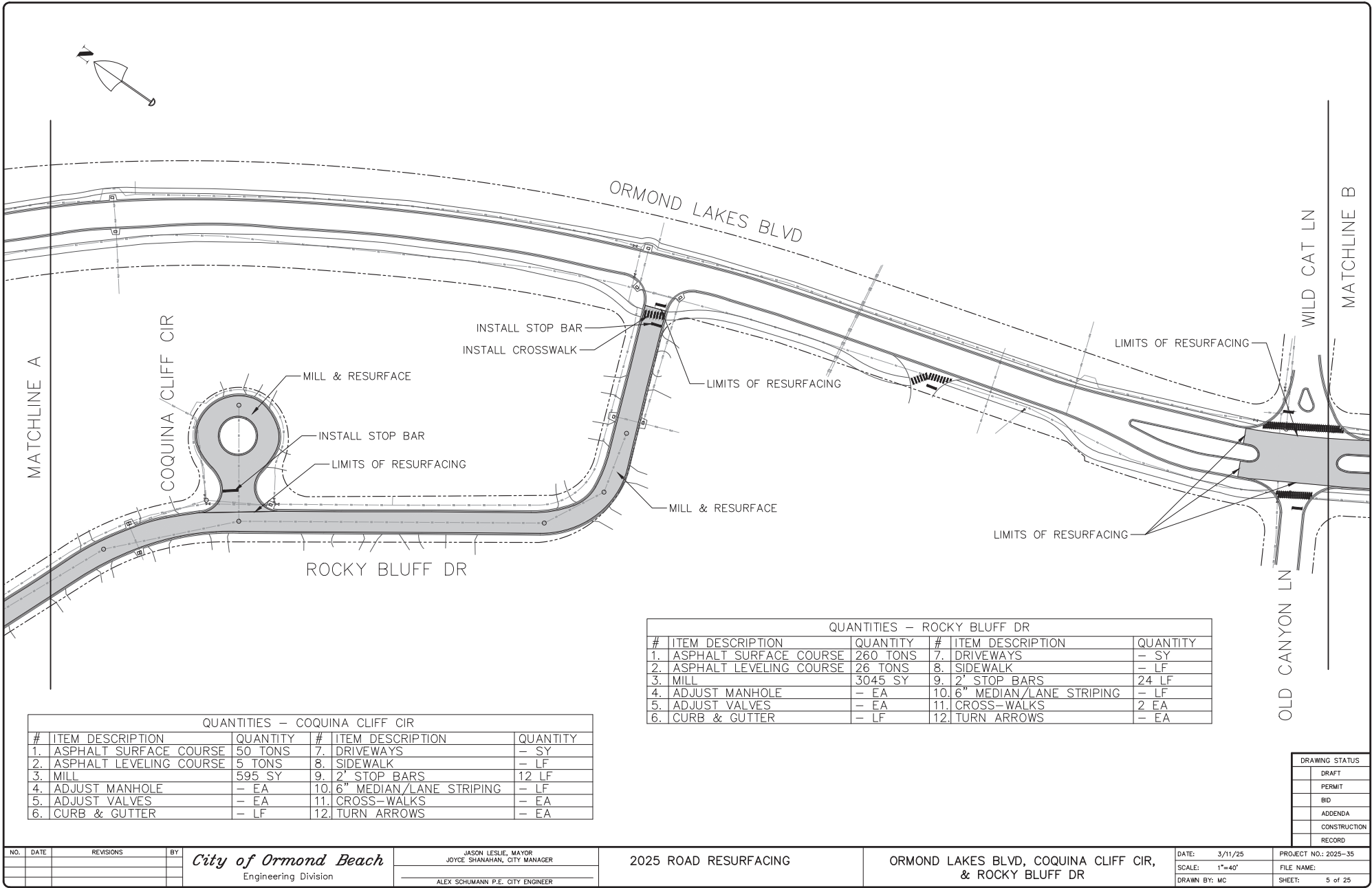


QUANTITIES – OLD WIGGINS LN					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	100 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	10 TONS	8.	SIDEWALK	– LF
3.	MILL	1175 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	1 EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES - OLD MCDUFFIE CIR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	71 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7.1 TONS	8.	SIDEWALK	- LF
3.	MILL	830 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESJIE, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2025 ROAD RESURFACING OLD WIGGINS LN, OLD MCDUFFIE CIR, & ROCKY BLUFF DR	DATE: 3/11/25 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2025-35 FILE NAME: SHEET: 4 of 25
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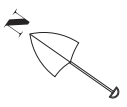


QUANTITIES - COQUINA CLIFF CIR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	50 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	5 TONS	8.	SIDEWALK	- LF
3.	MILL	595 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

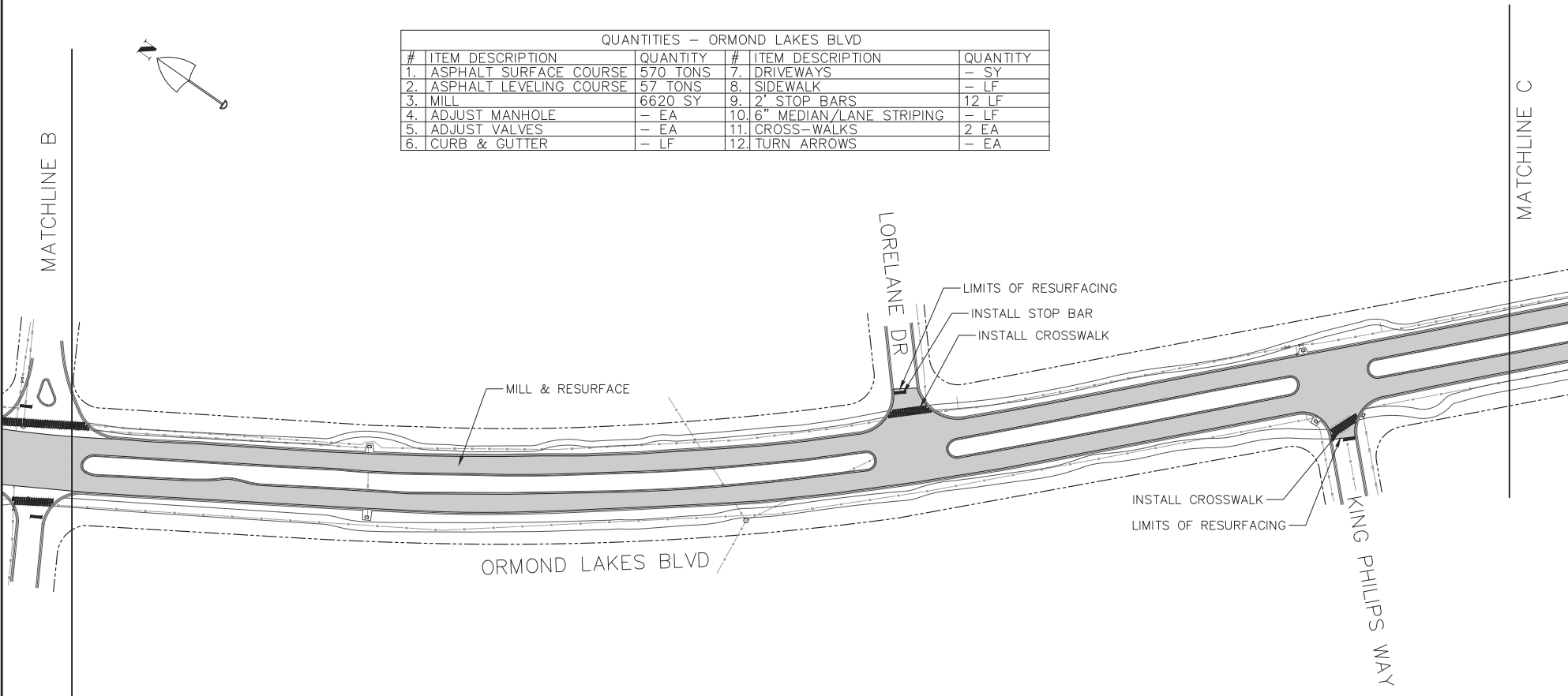
QUANTITIES - ROCKY BLUFF DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	260 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	26 TONS	8.	SIDEWALK	- LF
3.	MILL	3045 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	2 EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER	2025 ROAD RESURFACING	ORMOND LAKES BLVD, COQUINA CLIFF CIR, & ROCKY BLUFF DR	DATE: 3/11/25	PROJECT NO.: 2025-35	
									SCALE: 1"=40'	FILE NAME:
										DRAWN BY: MC



QUANTITIES - ORMOND LAKES BLVD					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	570 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	57 TONS	8.	SIDEWALK	- LF
3.	MILL	6620 SY	9.	2" STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	2 EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESJUE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER

2025 ROAD RESURFACING

ORMOND LAKES BLVD

DATE: 3/11/25
SCALE: 1"=40'
DRAWN BY: MC

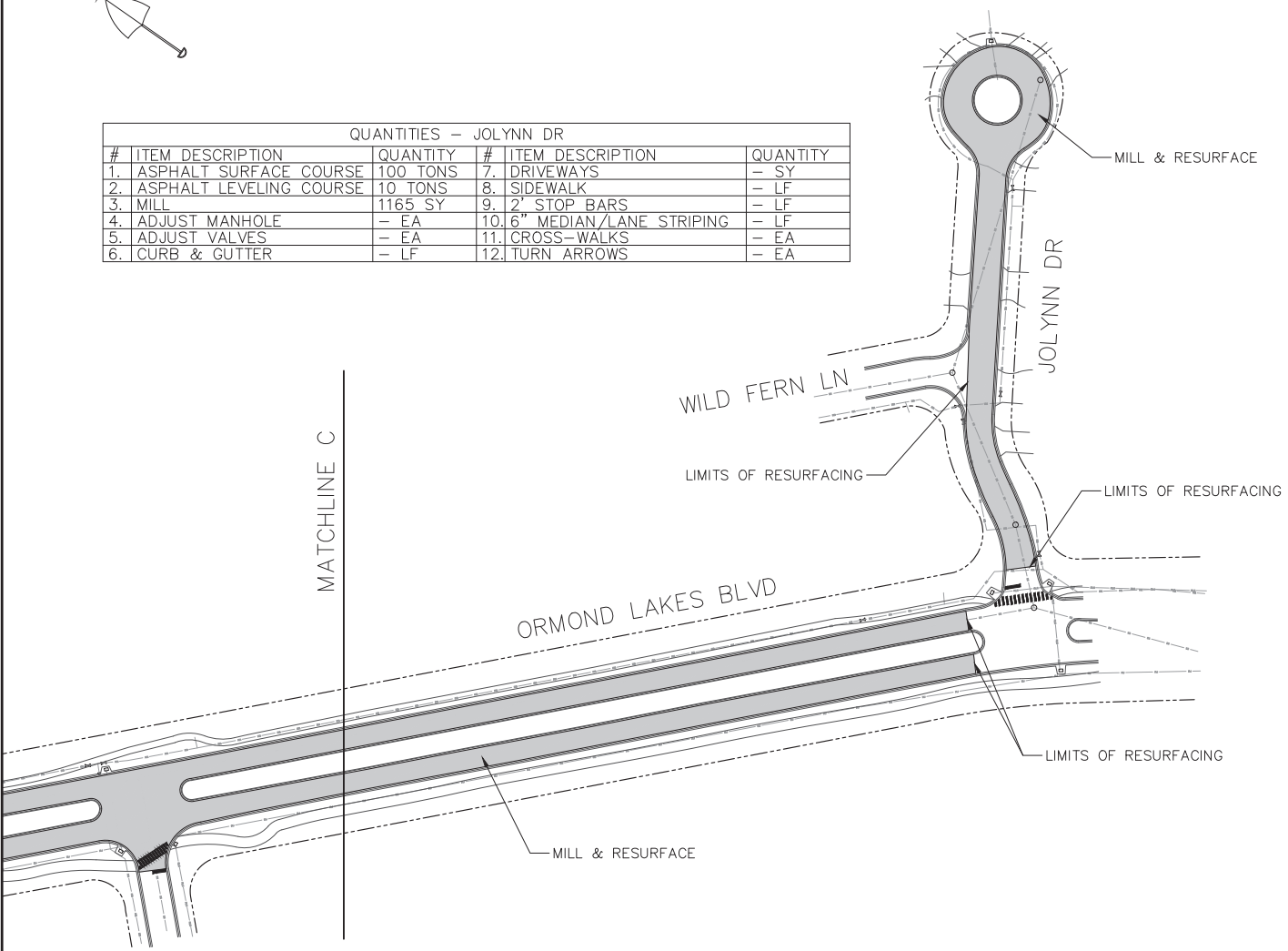
PROJECT NO.: 2025-35
FILE NAME:
SHEET: 6 of 25

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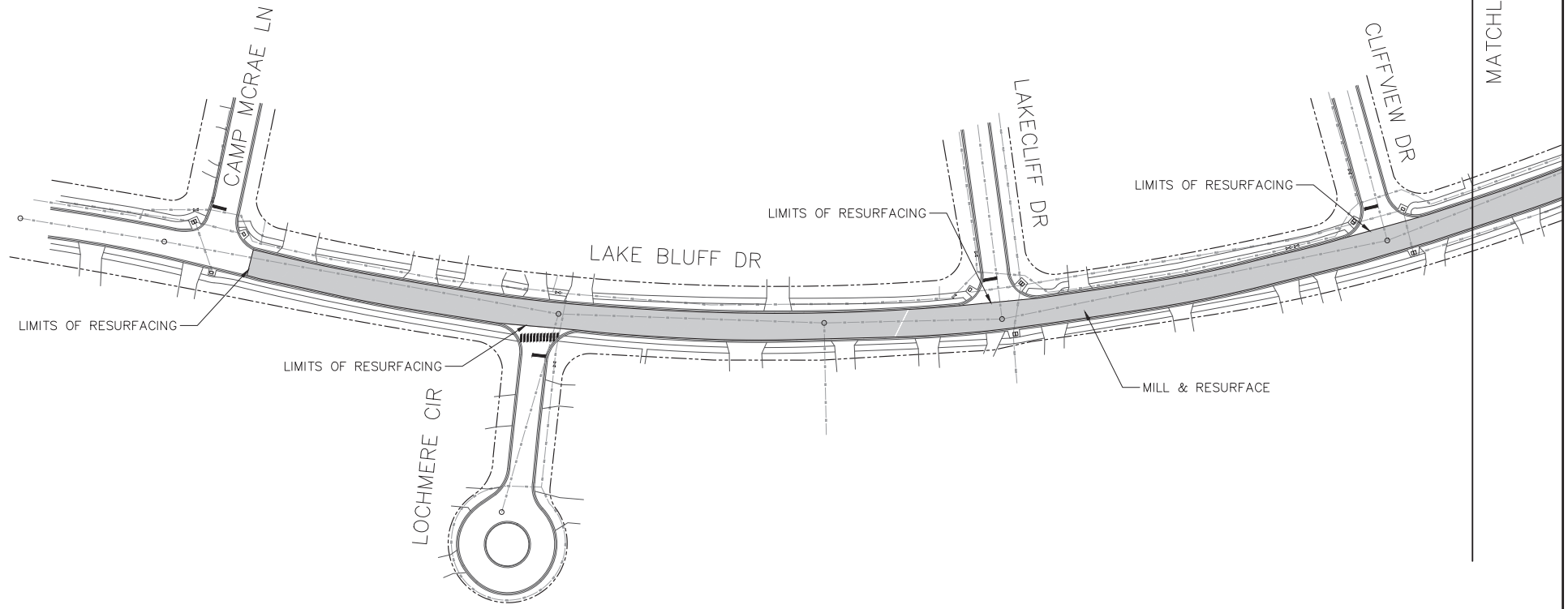
QUANTITIES – JOLYNN DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	100 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	10 TONS	8.	SIDEWALK	– LF
3.	MILL	1165 SY	9.	2' STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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NO.		DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	JASON LESJUE, MAYOR JOYCE SHANAHAN, CITY MANAGER	2025 ROAD RESURFACING	ORMOND LAKES BLVD & JOLYNN DR	DATE: 3/11/25	PROJECT NO.: 2025-35	
										SCALE: 1"=40'	FILE NAME:
						ALEX SCHUMANN P.E. CITY ENGINEER				DRAWN BY: MC	SHEET: 7 of 25



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESJUE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

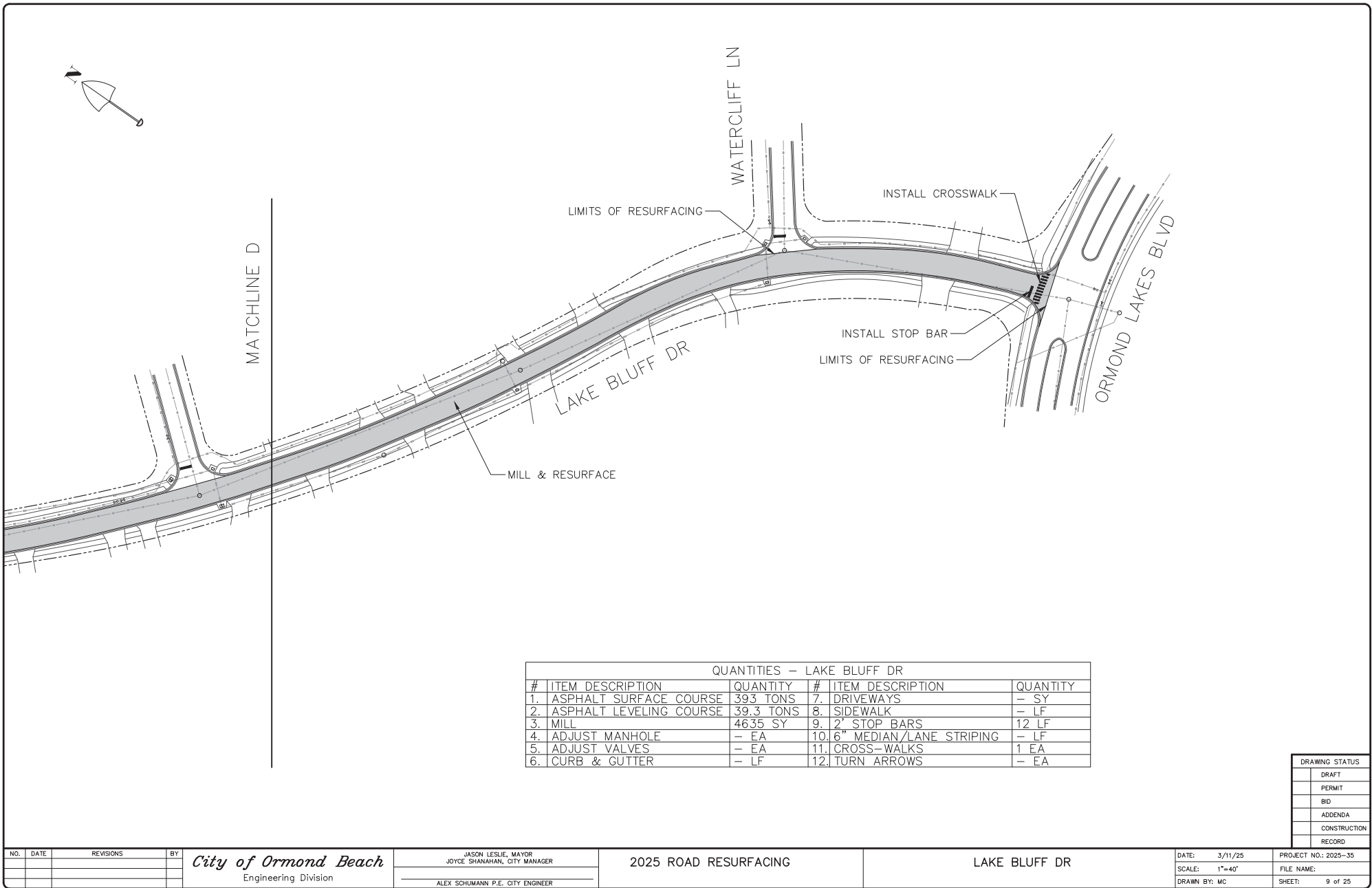
2025 ROAD RESURFACING

LAKE BLUFF DR

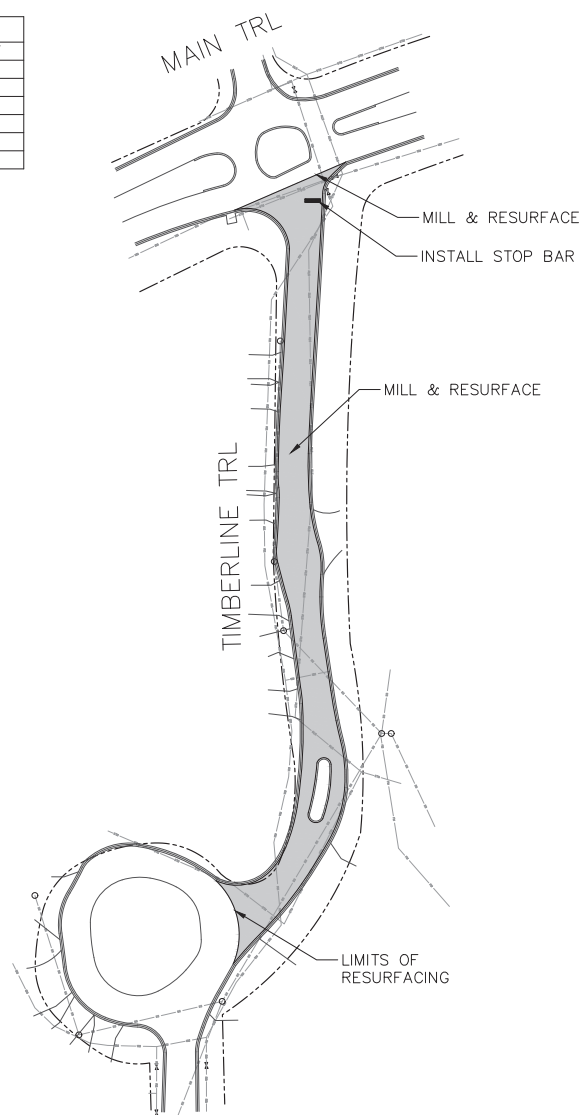
DATE: 3/11/25
SCALE: 1"=40'
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PROJECT NO.: 2025-35
FILE NAME:
SHEET: 8 of 25

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QUANTITIES - TIMBERLINE TRL				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	117 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	11.7 TONS	8.	SIDEWALK
3.	MILL	1380 SY	9.	2' STOP BARS
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS
				QUANTITY
				- SY
				- LF
				12 LF
				- LF
				- EA
				- EA



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

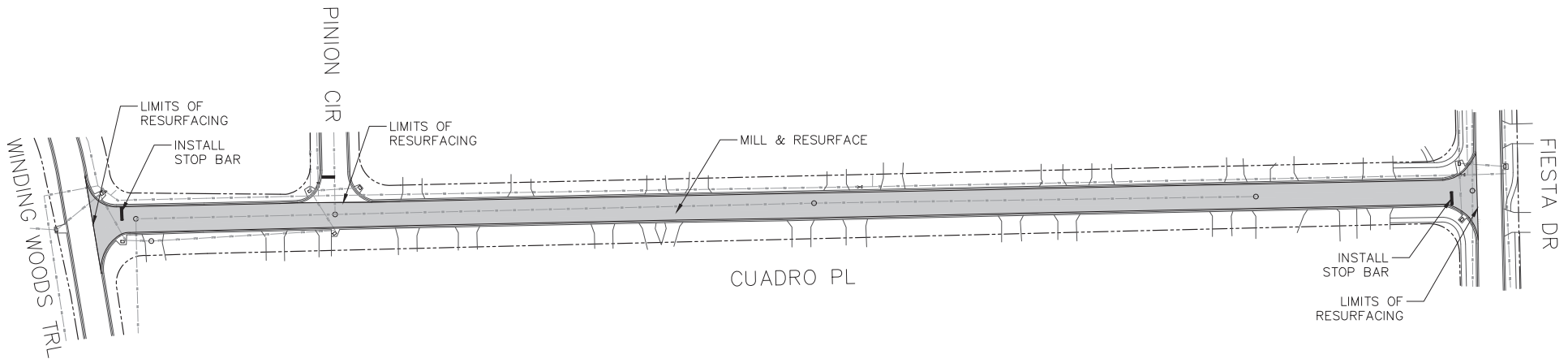
JASON LESJIE, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2025 ROAD RESURFACING

TIMBERLINE TRL

DATE: 3/11/25	PROJECT NO.: 2025-35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 10 of 25

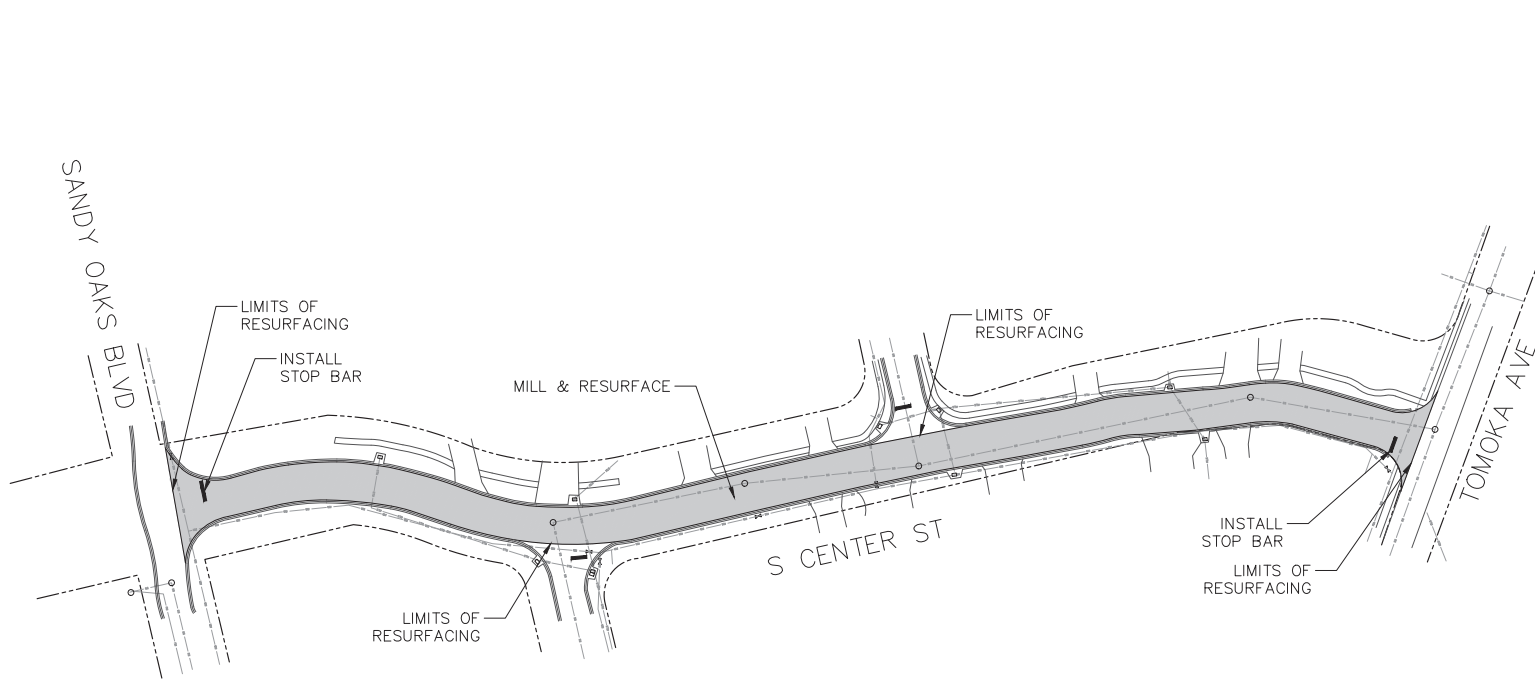
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QUANTITIES - CUADRO PL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	233 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	23.3 TONS	8.	SIDEWALK	- LF
3.	MILL	2750 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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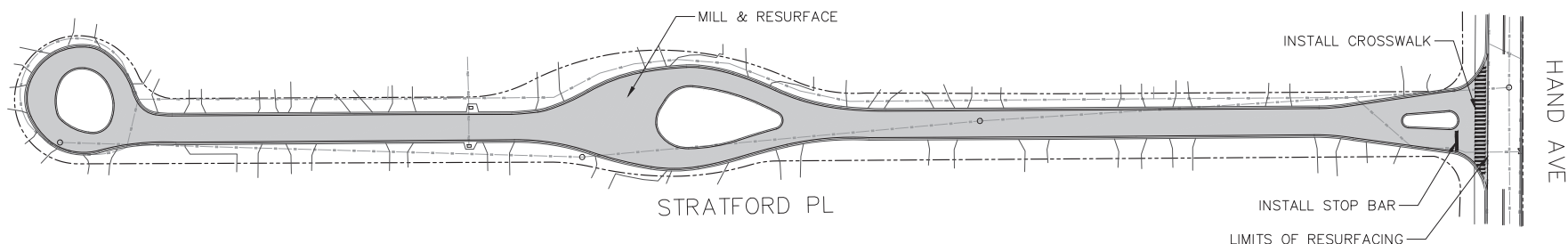
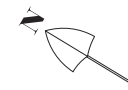
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESJIE, MAYOR JOYCE SHANAHAN, CITY MANAGER	2025 ROAD RESURFACING	CUADRO PL	DATE: 3/11/25	PROJECT NO.: 2025-35
					ALEX SCHUMANN P.E. CITY ENGINEER			SCALE: 1"=40'	FILE NAME:
								DRAWN BY: MC	SHEET: 11 of 25



QUANTITIES - S CENTER ST					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	220 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	22 TONS	8.	SIDEWALK	- LF
3.	MILL	2600 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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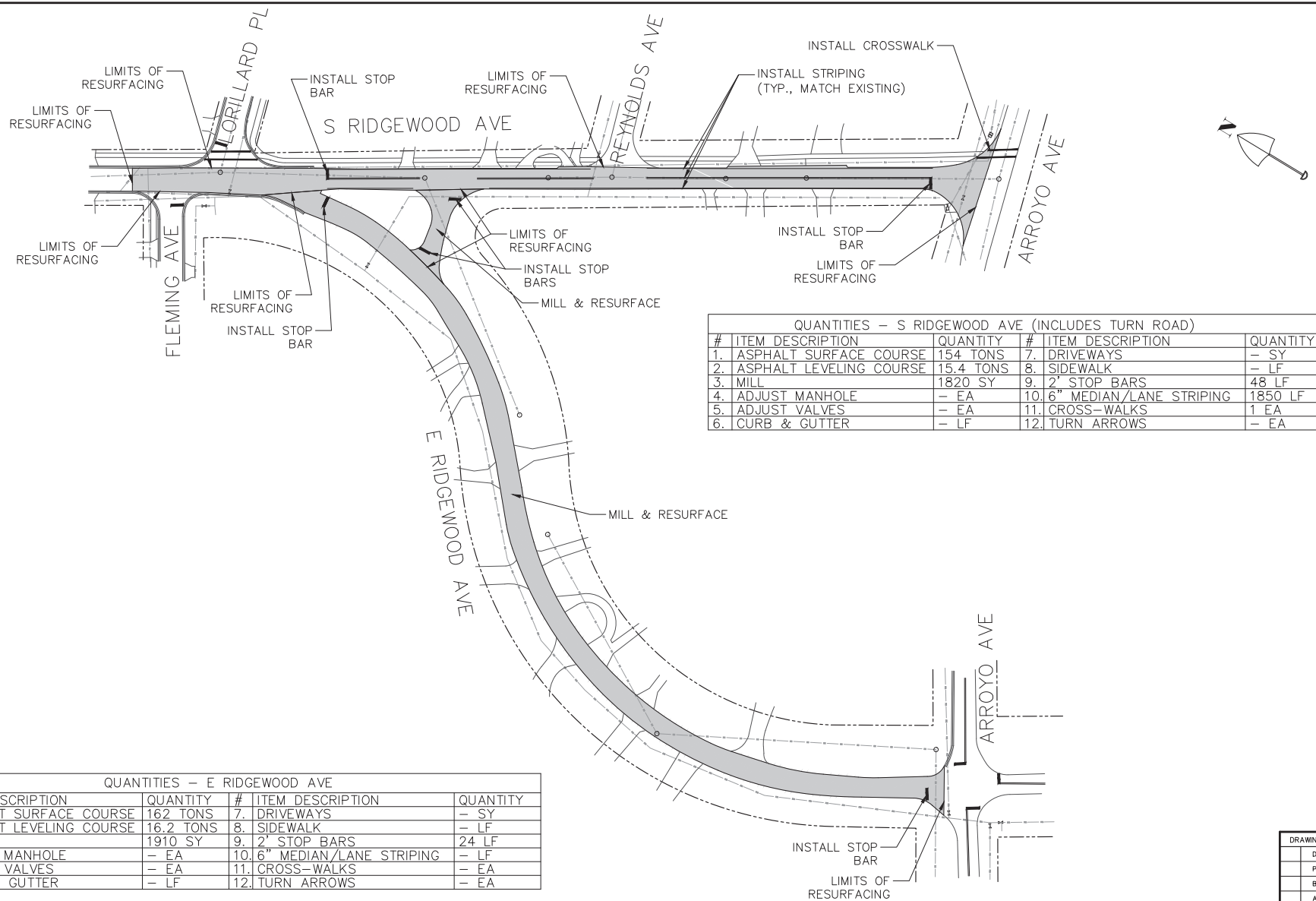
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESLIE, MAYOR	2025 ROAD RESURFACING	S. CENTER ST	DATE: 3/11/25	PROJECT NO.: 2025-35
					JOYCE SHANAHAN, CITY MANAGER			SCALE: 1"=40'	FILE NAME:
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC	SHEET: 12 of 25



QUANTITIES - CUADRO PL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	286 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	28.6 TONS	8.	SIDEWALK	- LF
3.	MILL	3370 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	1 EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESJUE, MAYOR JOYCE SHANAHAN, CITY MANAGER	2025 ROAD RESURFACING	STRATFORD PL	DATE: 3/11/25 SCALE: 1"=40'	PROJECT NO.: 2025-35 FILE NAME:
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC	SHEET: 13 of 25

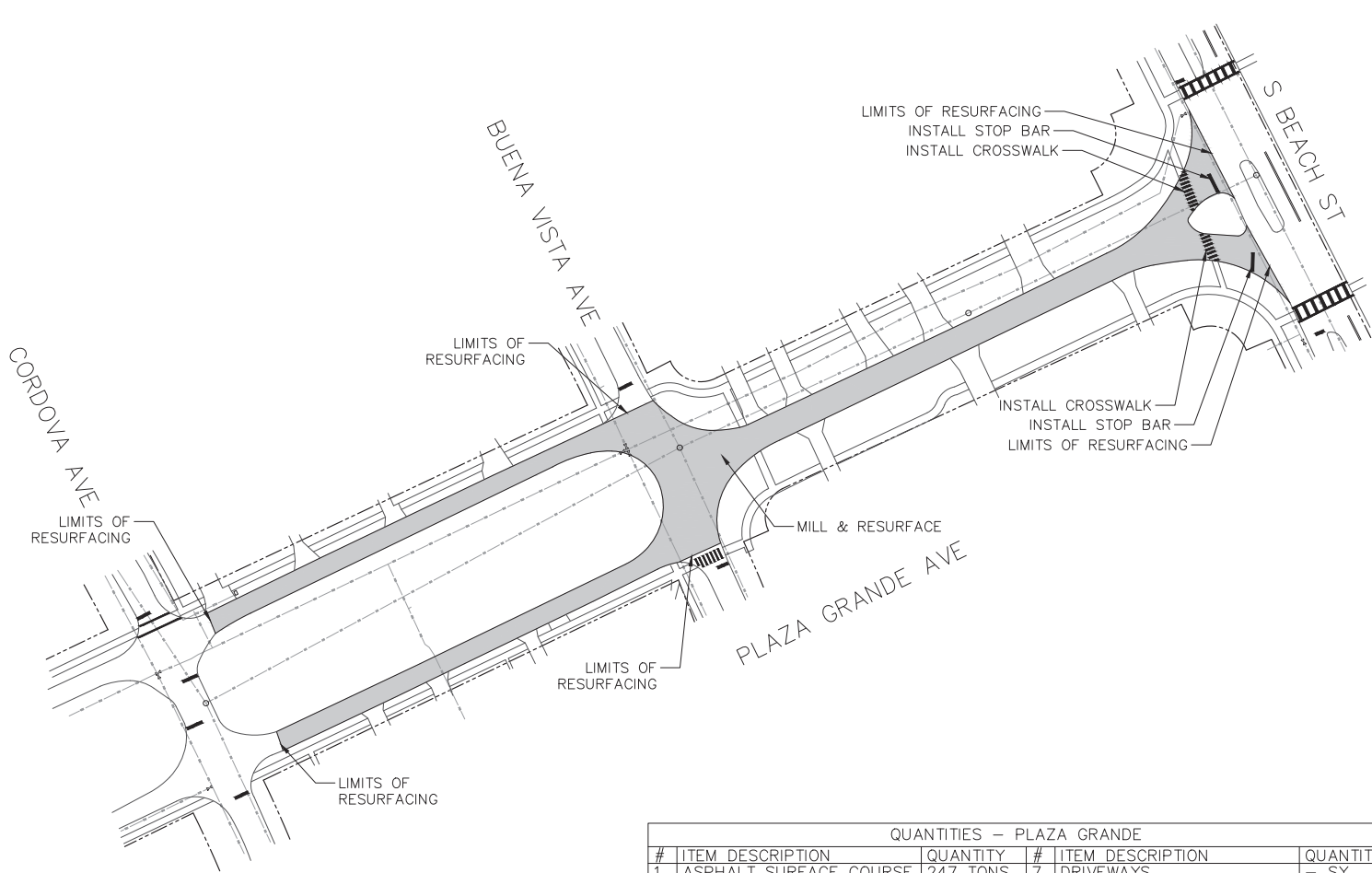


QUANTITIES - S RIDGEWOOD AVE (INCLUDES TURN ROAD)					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	154 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	15.4 TONS	8.	SIDEWALK	- LF
3.	MILL	1820 SY	9.	2' STOP BARS	48 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	1850 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	1 EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - E RIDGEWOOD AVE					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	162 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	16.2 TONS	8.	SIDEWALK	- LF
3.	MILL	1910 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESJUE, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2025 ROAD RESURFACING	S RIDGEWOOD AVE & E RIDGEWOOD AVE	DATE:	3/11/25	PROJECT NO.:	2025-35
								SCALE:	1"=40'	FILE NAME:	
								DRAWN BY:	MC	SHEET:	14 of 25



QUANTITIES – PLAZA GRANDE					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	247 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	24.7 TONS	8.	SIDEWALK	– LF
3.	MILL	2910 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	2 EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESJIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

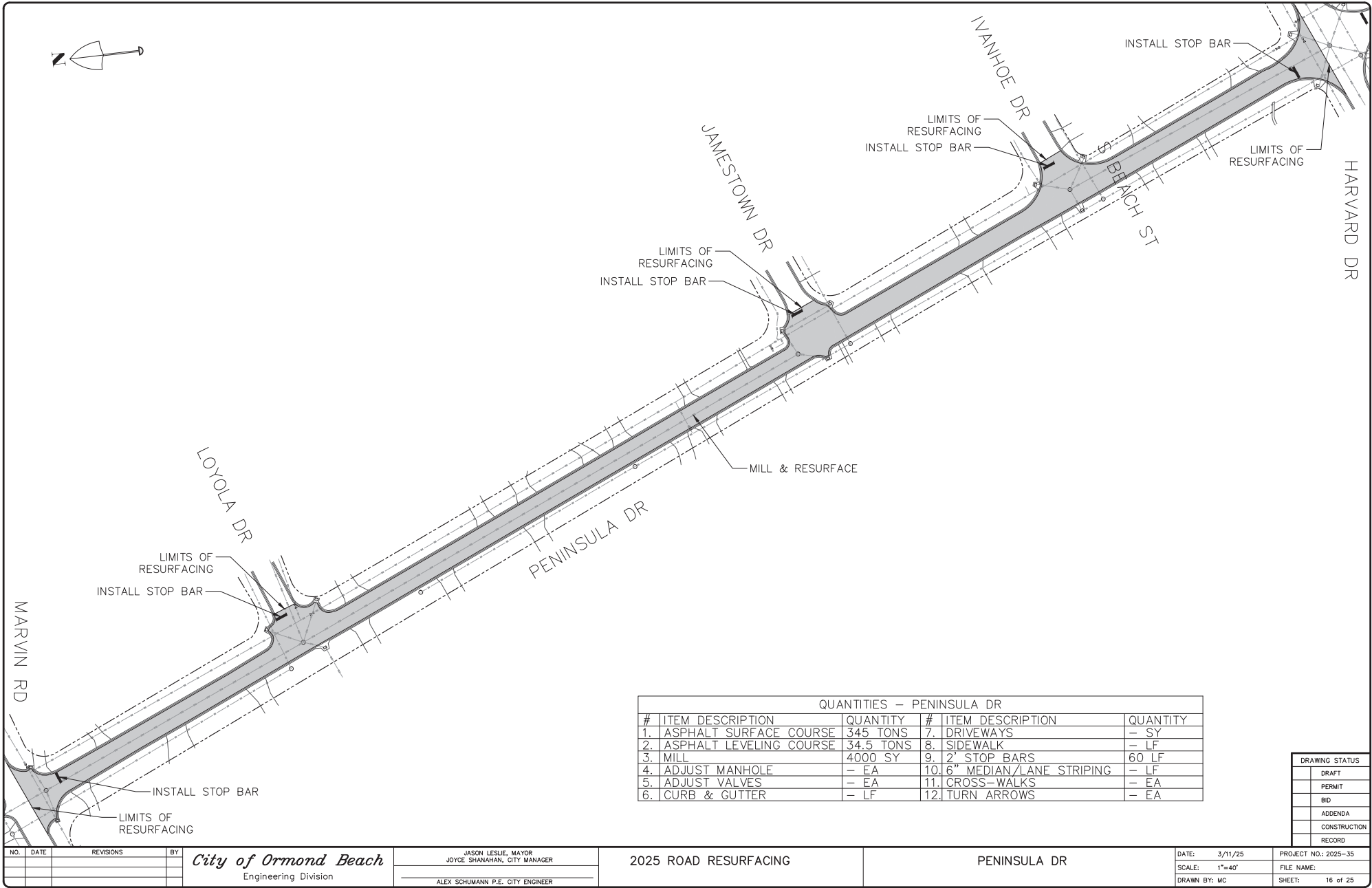
ALEX SCHUMANN P.E. CITY ENGINEER

2025 ROAD RESURFACING

PLAZA GRANDE

DATE: 3/11/25
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2025-35
FILE NAME:
SHEET: 15 of 25



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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESJUE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

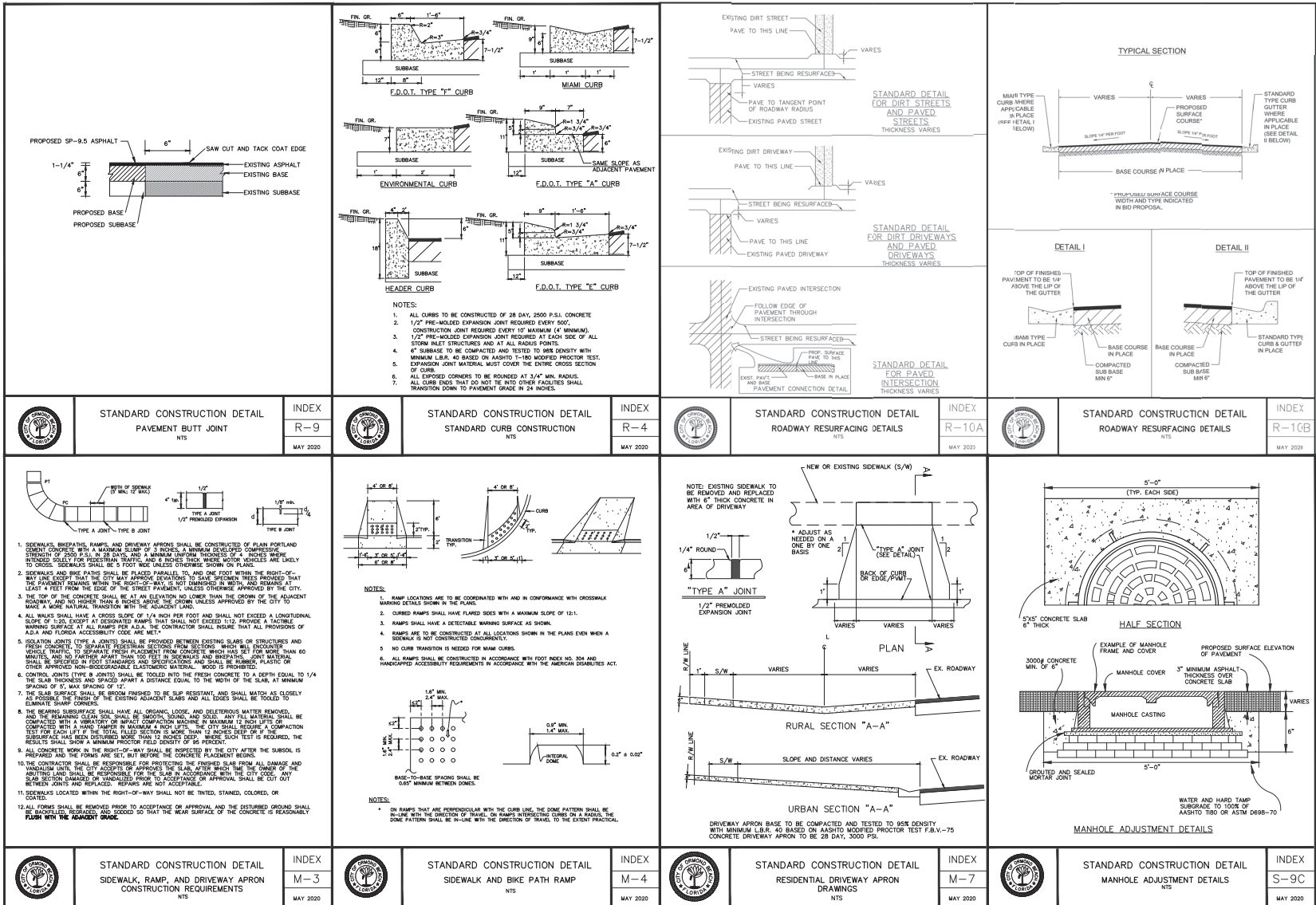
ALEX SCHUMANN P.E. CITY ENGINEER

2025 ROAD RESURFACING

PENINSULA DR

DATE: 3/11/25
SCALE: 1"=40'
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PROJECT NO.: 2025-35
FILE NAME:
SHEET: 16 of 25



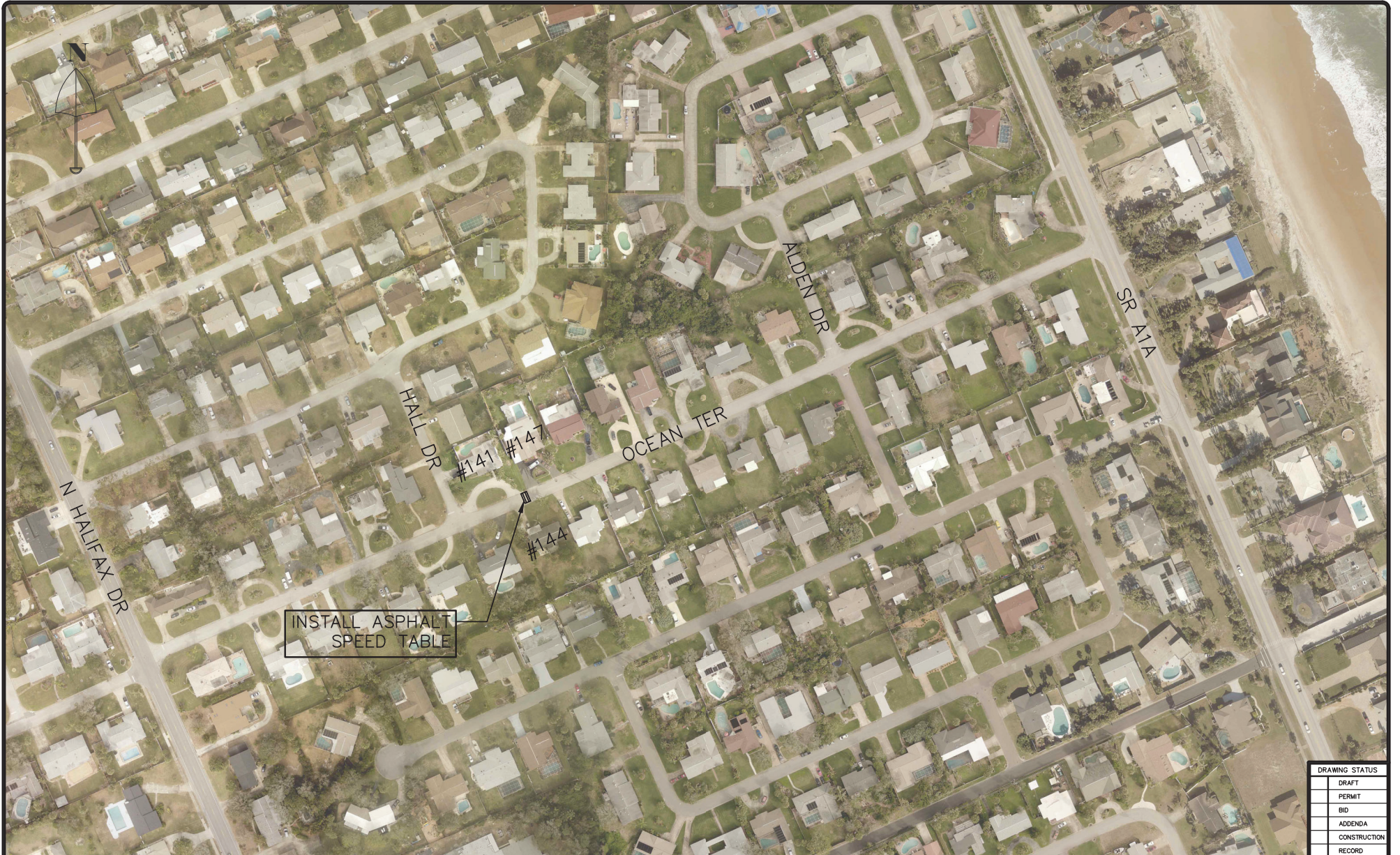
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2025 ROAD RESURFACING

DETAILS

DATE: 3/11/25
SCALE: N.T.S.
DRAWN BY: MC
PROJECT NO.: 2025-35
FILE NAME:
SHEET: 17 of 25



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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER	2025 ROAD RESURFACING	OCEAN TERRACE SPEED TABLES	DATE:	2/21/25	PROJECT NO.:
									SCALE:		FILE NAME:
									DRAWN BY:	MC	SHEET: 18 of 25



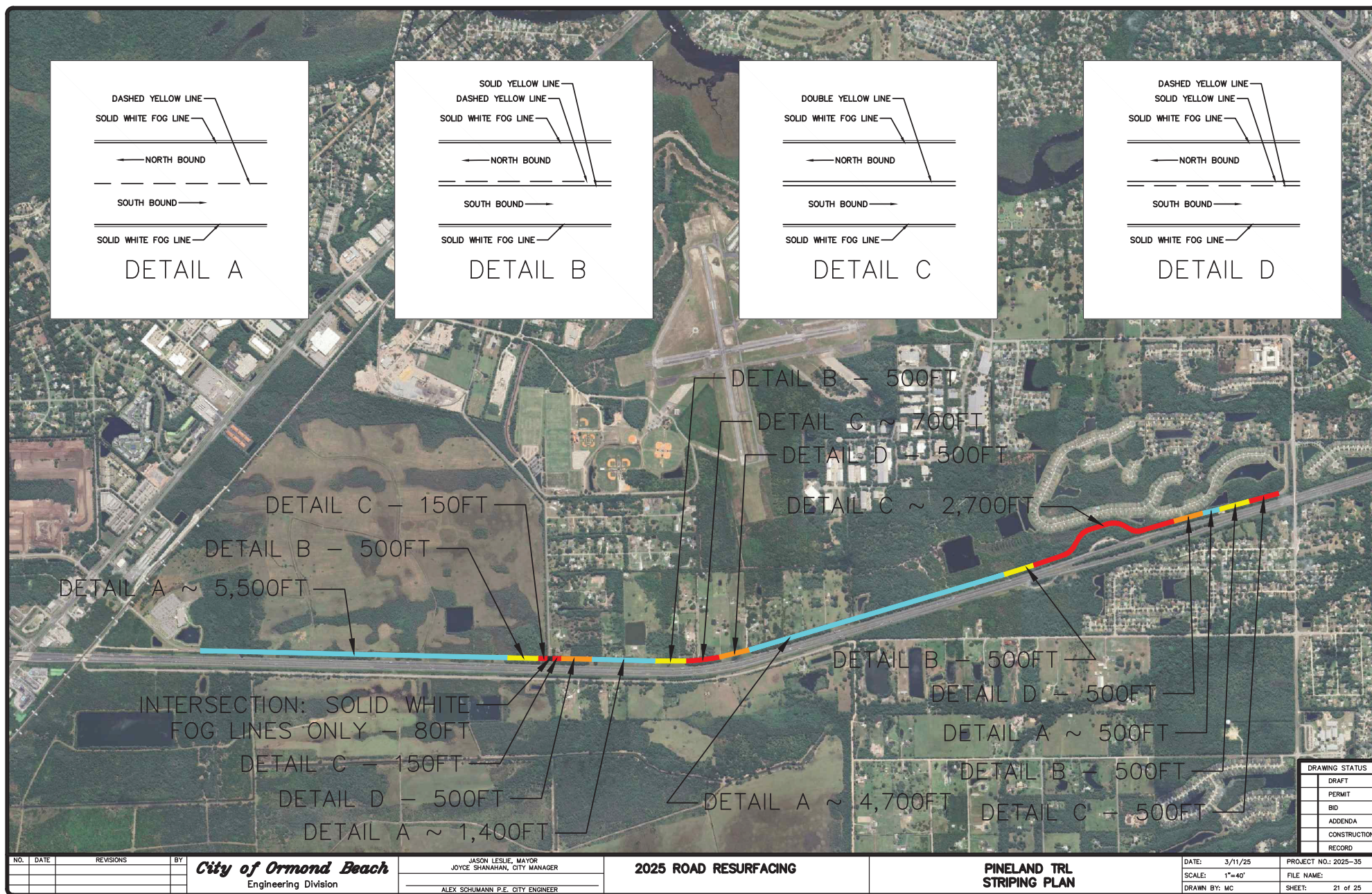
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER		2025 ROAD RESURFACING		RIVERSIDE DR SPEED TABLES		DATE:	3/11/25	PROJECT NO.:
												SCALE:		FILE NAME:
												DRAWN BY:	MC	SHEET:
														19 of 25

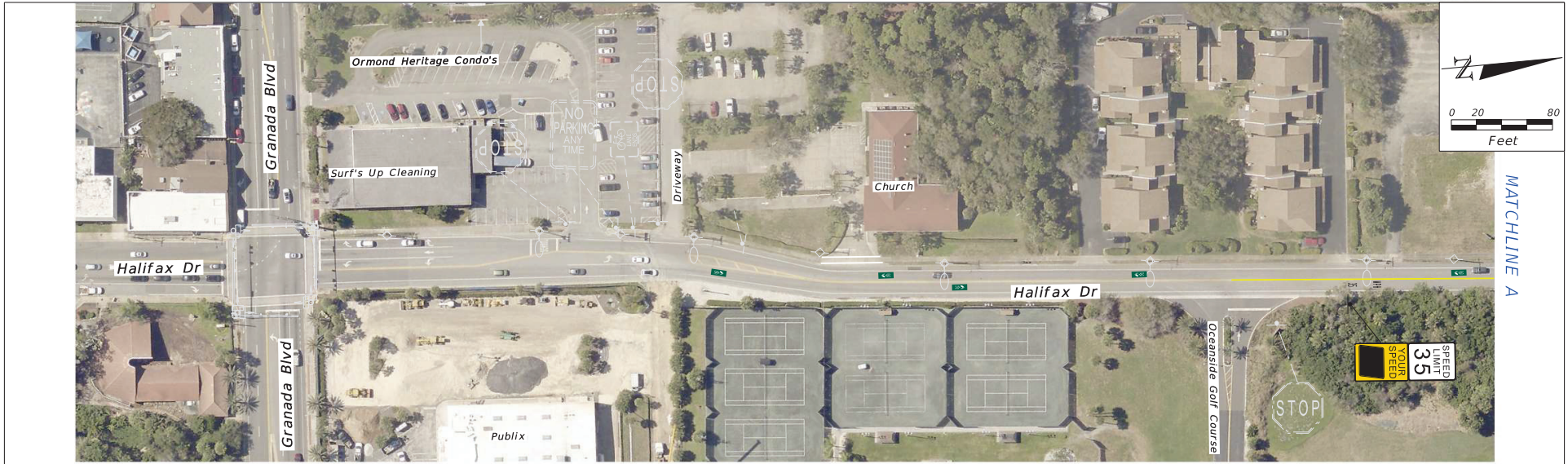
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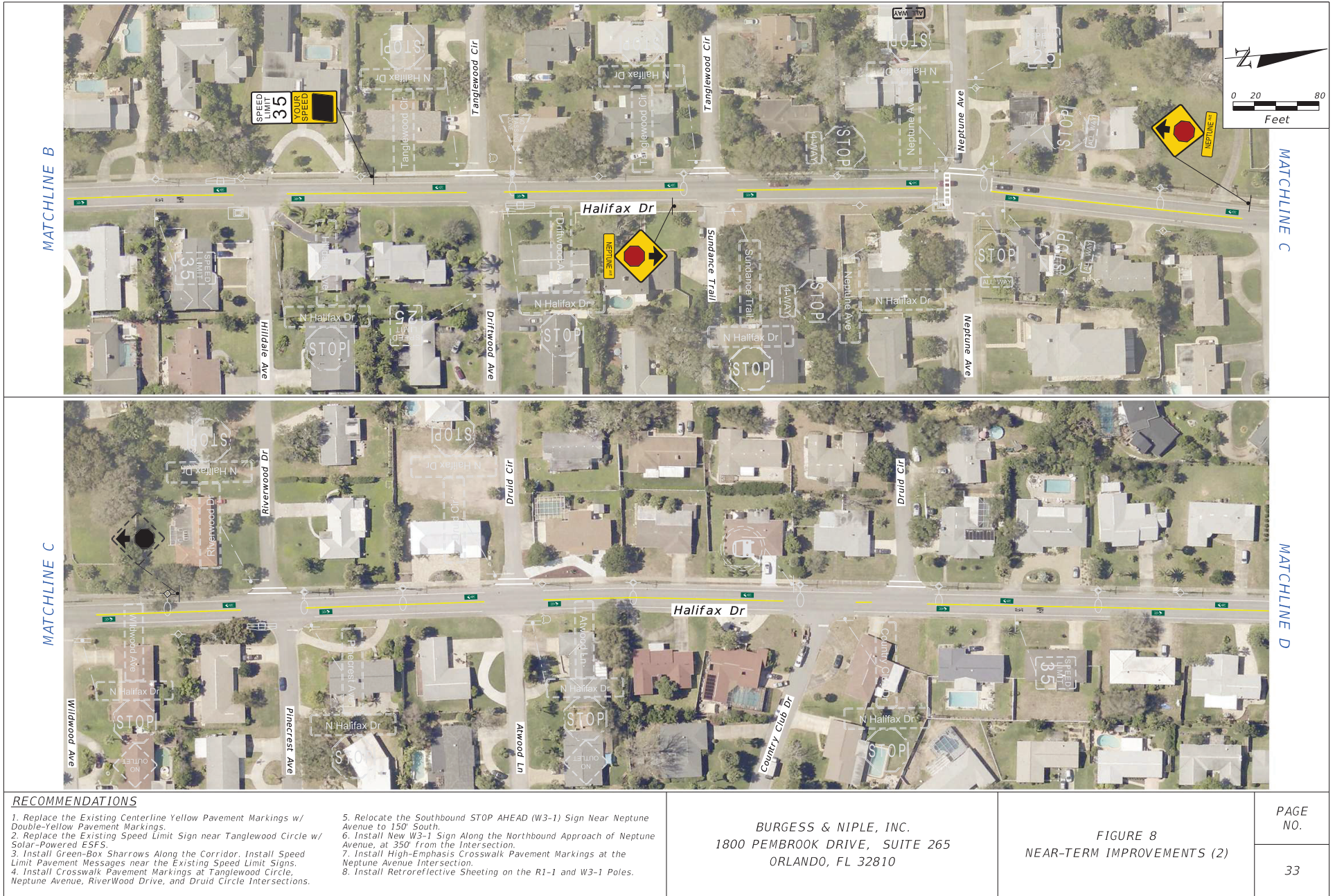
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												SCALE:		FILE NAME:	
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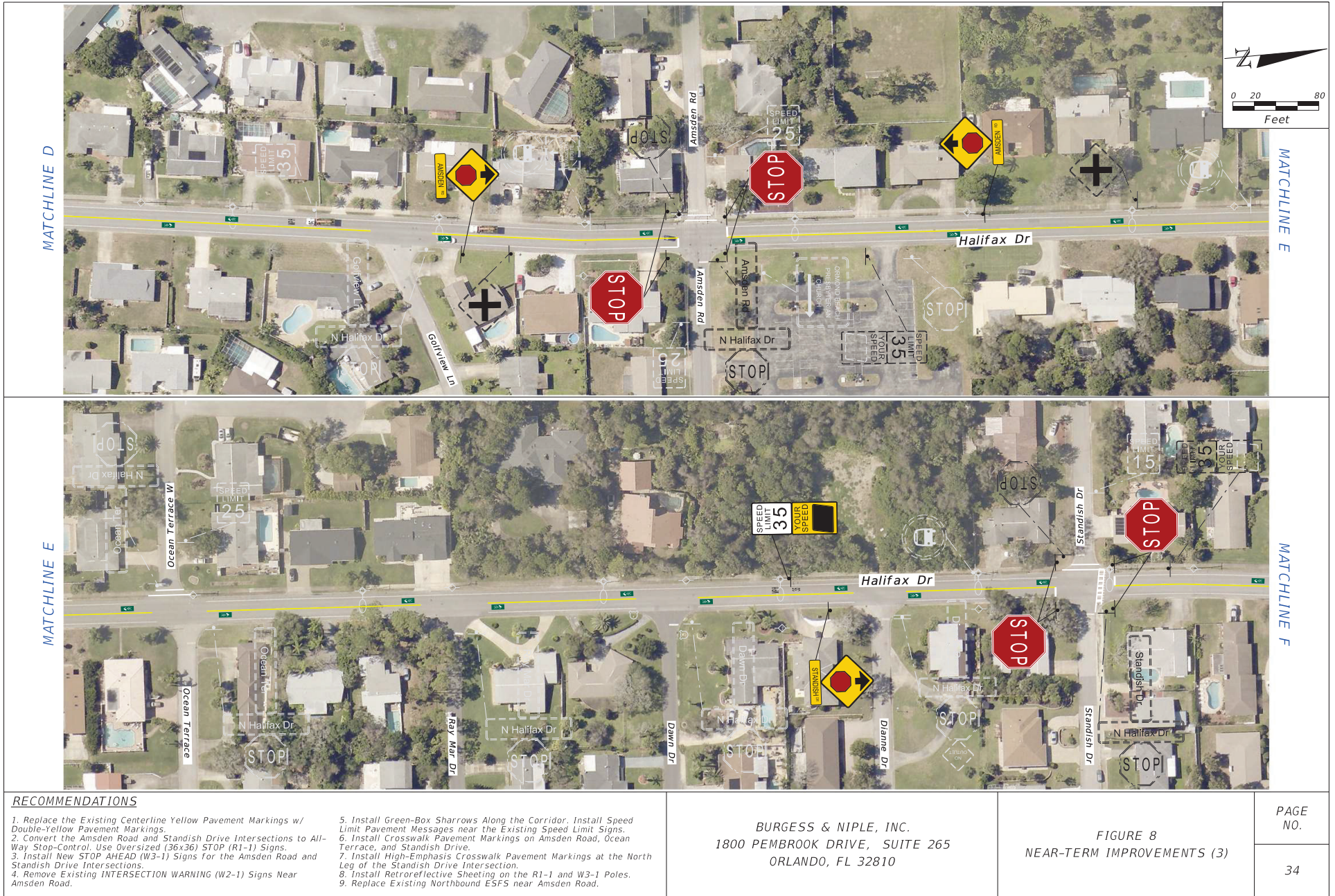
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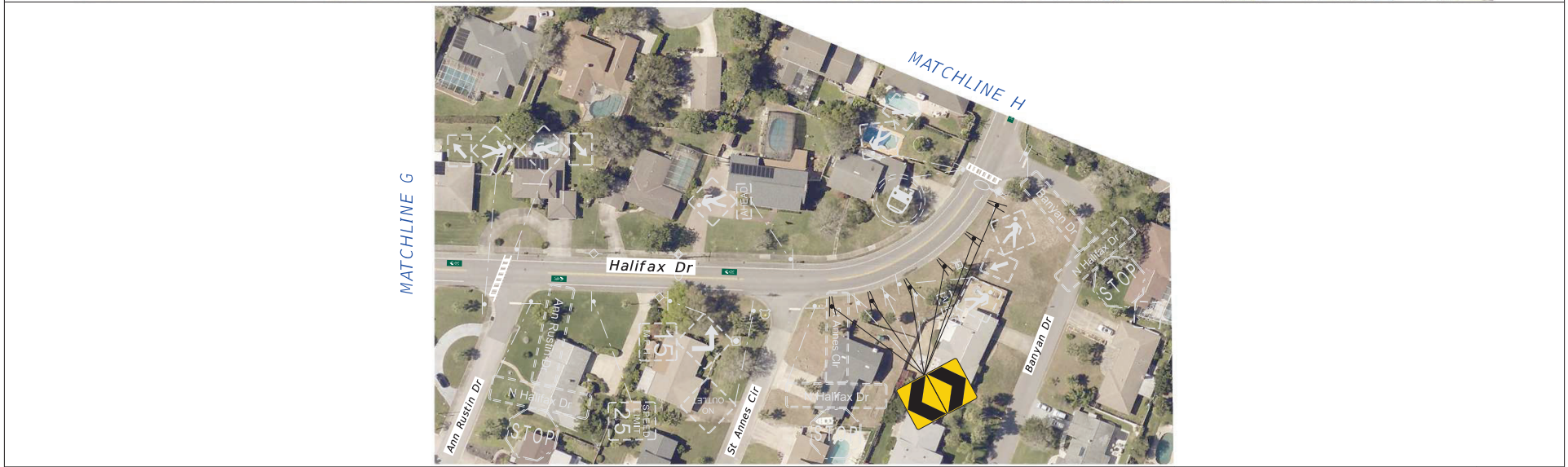




RECOMMENDATIONS 1. Replace the Existing Centerline Yellow Pavement Markings w/ Double-Yellow Pavement Markings. 2. Replace the Existing Speed Limit Sign near OceanSide Golf Course w/ Solar-Powered ESFS. 3. Install Green-Box Sharrows Along the Corridor. Install Speed Limit Pavement Messages near the Existing Speed Limit Signs. 4. Install Crosswalk Pavement Markings at the Royal Palm Avenue Intersection.	BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810	FIGURE 8 NEAR-TERM IMPROVEMENTS (1)	PAGE NO. 32
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RECOMMENDATIONS 1. Replace the Existing Centerline Yellow Pavement Markings w/ Double-Yellow Pavement Markings. 2. Remove the Existing Chevron (W1-8) Signs and Install 6 New W1-8 Signs with 40' Spacing. 3. Install Green-Box Sharrows Along the Corridor. Install Speed Limit Pavement Messages Near the Existing Speed Limit Signs.	4. Install Crosswalk Pavement Markings at Bellewood Circle and Dromont Drive. 5. Install High-Emphasis Crosswalk Pavement Markings at the Ann Rustin Drive and Bayan Drive Intersections.	BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810	FIGURE 8 NEAR-TERM IMPROVEMENTS (4)	PAGE NO.
				35

Name	FrSegment	ToSegment	Length
ORMOND LAKES BLVD	JOLYNN DR	WILD CAT LN	1806.00
CUADRO PL	FIESTA DR	WINDING WOODS TRL	1187.00
ORMOND LAKES BLVD	WILD CAT LN	PINE TREE DR	2554.00
TIMBERLINE TRL	MAIN TRAIL	TIMBERLINE TRL	543.00
PENINSULA DR	MARVIN RD	HARVARD DR	1508.00
STRATFORD PL	HAND AVE	CUL-DE-SAC	1125.00
PLAZA GRANDE	S. BEACH ST	CORDOVA AVE	885.00
S. RIDGEWOOD AVE	LORILLARD PL	ARROYO PKWY	966.00
ROCKY BLUFF DR	ORMOND LAKES BLVD	LAKEBLUFF DR	1380.00
E RIDGEWOOD AVE	LORILLARD AVE	ARROYO PKWY	651.00
COQUINA CLIFF CIR	ROCKY BLUFF DR	CUL-DE-SAC	123.00
JOLYNN DR	ORMOND LAKES BLVD	CUL-DE-SAC	448.00
LAKEBLUFF DR	ORMOND LAKES BLVD	CLIFFVIEW LN	920.00
LAKEBLUFF DR	CLIFFVIEW LN	CAMP M'CRAE	995.00
S. CENTER ST	TOMOKA AVE	SANDY OAKS BLVD	885.00
OLD MCDUFFIE CIR	ROCKY BLUFF DR	CUL-DE-SAC	225.00
OLD WIGGINS LN	LAKEBLUFF DR	CUL-DE-SAC	399.00



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	RFP - Andy Romano Beachfront Park & Fire Station 91 Playgrounds		
Summary:	This RFP will solicit competitive sealed proposals for turn-key projects to design the playground layouts, supply materials, and deliver and install new exterior commercial playground equipment, including completing all required permitting. The playground equipment shall be durable and designed for outdoor use and incorporate the latest playground design philosophy and technology addressing the physical and creative needs of children. The equipment will meet all current ADA requirements at a minimum, and incorporate ADA inclusive features where possible. Upon review and recommended selection, this item will return to the City Commission for approval and award.		
Financial Impact:	Funding for Fire Station 91 was included in the FY 2024-25 budget of Fund 317- Facilities Renewal & Replacement Fund. The Andy Romano Beachfront Park playground replacement was not included in the budget and requires an amendment to appropriate General Fund Reserves.		
Citizen Impact:	The new playground equipment will provide necessary structural updates, enhance the recreational components of the city's parks, and improve the quality of life for residents of Ormond Beach.		
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise the RFP for design and installation services for the Andy Romano Beachfront Park and Fire Station 91 Playground project, unless otherwise directed.		

Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279	
Attachments:	1. RFP 2025-37 Andy Romano and STA91 playgrounds with maps	
Approval:	Kelly McGuire, Finance Director	3/14/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/18/2025
	Joyce Shanahan, City Manager	3/19/2025



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Andy Romano Beachfront Park and Fire Station 91 Playground

RFP NUMBER: **2025-37**

RFP OPENING DATE & TIME: **May 6, 2025 at 2:00 pm**

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

PRE-PROPOSAL MEETING DATE & TIME: **None**

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

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF 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. Responses submitted by telephone, fax or email 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: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper 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.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used

in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

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

The proposed playgrounds will be located at Fire Station 91, 364 S Atlantic Avenue and Andy Romano Beachfront Park, 839 S Atlantic Avenue.

II. SCOPE OF SERVICES

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

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

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

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

Current Conditions

See attached aerial maps that shows project locations and existing surrounding site elements.

Playground Equipment

The playground equipment chosen shall be durable and designed for outdoor use. This playground equipment selected shall incorporate the latest playground design philosophy and technology addressing the physical and creative needs of children. The playground equipment for Fire Station 91 selected shall be appropriate for ages 2-5 and 5-12, and stressing the importance of durability. The playground equipment for Andy Romano Beachfront Park selected shall be appropriate for ages 5-12. The equipment and area around the equipment shall be accessible to all children and meet all current ADA requirement at a minimum, with ADA inclusive features possible within the funding amount. The playground equipment could be one large unit or multiple pieces for different play experiences.

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

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

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

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

The equipment shall accommodate a minimum of 30 children, with a minimum of 7 play events.

The equipment which shall be incorporated in the design, supplied, and installed could include, but not be limited to the following.

Types of Equipment to Encourage The Play Experience

Auditory, balancing, gathering/social/imaginative, manipulative, climbing, sliding and spinning

Themed playground for each location

Equipment that could be include in the design:

ADA Transfer Platform with Guardrail & Hand Grips Climber

Play panel or interactive element Spinner

Ladder

Types of Materials for Equipment

Primary considerations are safety, durability, longevity and low maintenance Stainless Steel bolts, anchors and fasteners

Bridges, walkways and platforms shall be slip resistant

Two coat powder coating process 3.0-5.0 mil thickness minimum Materials that are long lasting

Coastal coating

No wood products for playground equipment

Shade components allowed

Borders with Accessible Border System

Supply and install playground borders around the entire perimeter of the play area and include an ADA accessible border system. Borders to be 12" height, made from recycled plastic content including galvanized stakes to secure in place.

Surfacing

Surfacing is proposed to be engineered wood fiber and shall be installed as per manufacturer installation recommendations for the Fire Station 91 playground and PIP rubber surface for the Andy Romano Beachfront Park playground.

Site Area Clean Up

The site shall be kept clean and free of tools, trash, and debris and installation materials on a daily basis. Products may be stored on site during installation with appropriate protective measures and approval by

the Cities Project Manager. If periphery areas are damaged due to implementation than site restoration will be required and restored with like materials at companies cost.

Removal of Existing Playground Equipment:

City staff will be removing the existing playground equipment prior to the start of this project. The playground company will be responsible to remove the existing mulch on the existing playground.

Project Budget:

The Fire Station 91 playground is a Facilities Renewal & Replacement funded project and the allocated funds are \$185,000 for this project. The Andy Romano Beachfront Park playground is a General Reserve funded project and the allocated funds are \$115,000 for this project.

III. TERM OF AGREEMENT

The contract will be for the duration of this project.

To be considered by the City, proposing firm must:

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

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

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

Information to be Submitted:

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

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A – General

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

B – Experience

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

C – Proposed Playground Equipment and Configuration

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

7. Does the equipment layout allow space between the components and allow clearance for a wheelchair (ADA accessible)?
8. Provide a cut sheet of all equipment being proposed and include technical specifications, including the plastic borders and engineered wood fiber/coastal coating.

D – Written Proposal & Project Schedule

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

VI. 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., May 6, 2025.

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

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
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 down stairs 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.

VII. EVALUATION PROCESS AND CRITERIA

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

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 terminate the Agreement.

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

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 (30 points)

References (20 points)

Proposed Playground Equipment and Configuration (30 points)

Written Proposal & Project Schedule (20 points)

The most important evaluation emphasis will be placed upon the experience and past performance of the firm and the overall qualifications of the firm. Evaluation will also be based upon a creative equipment layout that enhances the play experience for children.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org <https://connectlivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2. (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as

described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the

Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

- 10.** The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include 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.

**City of Ormond Beach
Request for Proposals (RFP)
Andy Romano Beachfront Park and Fire Station 91 Playgrounds
(RFP No. 2025-37)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Andy Romano Beachfront Park and Fire Station 91 Playgrounds
(RFP No. 2025-37)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
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

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Andy Romano Beachfront Park and Fire Station 91 Playgrounds
(RFP No. 2025-37)
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

Andy Romano Beachfront Park RFP 2025-37



1 inch = 174 ft



GIS data is provided on an "as is" basis. The accuracy or reliability of the data is not guaranteed or warranted in any way. The City of Ormond Beach specifically disclaims any warranty either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular use. The entire risk as to quality and performance of the data is with the end user. In no event will the City, its staff or its representatives be liable for any direct, indirect, incidental, special, consequential, or other damages, including loss of profit, arising out of the use of this data even if the City has been advised of the possibility of such

Fire Station 91 RFP 2025-37



1 inch = 104 ft



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City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works		
Subject:	RFP - Aquatic Weed Control Maintenance & Ditch Cleaning Services		
Summary:	This item serves as notice to the City Commission of staff's intent to issue RFP 2025-33, Aquatic Weed Control Maintenance and Ditch Cleaning Services. Aquatic weed control maintenance and ditch cleaning services are necessary services for the proper functioning of stormwater conveyance systems throughout the City providing flood control for all residents of the City.		
Financial Impact:	There are sufficient funds for this item in the Fiscal Year 2024-25 budget within Fund 107 - Stormwater Drainage Improvements in the amount of \$75,000.		
Citizen Impact:	To provide Stormwater Maintenance for all ditches and swales to assist in protecting residents from flooding.		
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for request for proposals/bids, unless otherwise directed.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	1. RFP 2025-33 Aquatic Weed Control		
Approval:	Kelly McGuire, Finance Director 3/19/2025 Claire Whitley/Shawn Finley, Assistant City Manager 3/22/2025 Joyce Shanahan, City Manager 3/27/2025		



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Aquatic Weed Control Maintenance and Ditch Cleaning Services

RFP NUMBER: 2025-33

RFP OPENING DATE & TIME: May 8, 2025 at 2:00 P.M.

RFP OPENING LOCATION: City Hall Training Room (breezeway)

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF 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. Responses submitted by telephone, fax or email 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: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper 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.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best

commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

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

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

TERMS AND CONDITIONS

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

Aquatic Weed Control Maintenance and Ditch Cleaning Services

II. SCOPE OF SERVICES

The scope of work includes general aquatic maintenance activities within stormwater ponds, canals, ditches and/or lakes. The work covered in this proposal shall consist of furnishing all labor, materials, and equipment necessary to perform the noted aquatic maintenance activities.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two (2) one-year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

The Contractor shall be responsible for the dredging and clearing of ponds, canals, ditches and lakes of excessive vegetation and/or accumulated sediments. The Contractor shall provide proof of appropriate operator's licenses and project work experience. The Contractor shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over the proposed work. The Contractor shall be responsible for obtaining right-of entry and/or temporary use permits from property owners as necessary to accommodate treatments and/or temporary storage areas during mechanical harvesting or dredging. The Contractor shall be responsible for all required temporary and permanent sediment and erosion control measures. The site shall maintain compliance with City, County and State erosion control requirements. On completion of the work, evidence satisfactory to the City shall be furnished to the City to show that all work has been performed in accordance with the appropriate regulatory requirements and scope of work. At any time during the proposed work, the City or its agent may visit the site to observe work underway. Should the materials and/or workmanship not meet the City standards specified and agreed upon at the start of work, the Contractor shall timely correct the problem to the standards of the City at Contractor's expense. Disposal of all removed spoil, dredge or exotic plant material shall be the responsibility of the Contractor. Disposal shall be in an approved location. During and upon completion of the project the Contractor shall keep the project site clean. All damaged or altered existing structures resulting from the work shall be corrected. When or where direct or indirect injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at Contractor's expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replanting, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:

A. List three (3) references for which your company provided similar services as requested in this RFP. List the names of the client (name, address, telephone number, fax numbers and project title. The list should include brief description of similar work satisfactorily completed, including location, dates of contracts, names and addresses of clients/owners, and contact person.

B. List of personnel, by name and title, contemplated to perform the work for each position described. Include statement of credentials, education, experience, certifications, licenses and all pertinent information to demonstrate capabilities.

B. Experience:

Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken in providing the requested delivery, installation and servicing of requested equipment. The proposal shall include the following information:

A. Technical Plan. This shall include an explanation of the work procedures and processing system and resources to be utilized.

B. Explanation of the Proposer's approach plan to support the needs and objectives of the procurement as set forth in this RFP and the *Scope of Services*.

C. List of available in-house equipment and list of out sourced equipment.

C. Fees:

Dredging and Bank Clearing - (assume min. 3 hours on-site)

- Track Excavator with a long boom Per Hour
- All-Terrain Excavator (ex. Menzi Muck or Kaiser Spyder) Per Hour
- Dump Truck (15 cu. Yd.) Per Hour
- Bush Hog or equivalent mowing attachment Per Hour
- Amphibious Excavator Per Hour

Aquatic Weed Harvesting

- Aquatic Weed Harvester Per Hour
- Mobilization Fee: (One lump sum charge per job) Per Job
- Disposal Fee (Load ticket required for ea load, specifying yards)
Cubic Yd
- Replace/Restore Sod (as needed) Sq. Yd.

VI. 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 PM, May 8, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until **April 28, 2025 at 4:00 PM**. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
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 down stairs 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.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of members of the Public Works Department and/or other departments as deemed appropriate. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

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 terminate the Agreement.

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

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 (40 points)

References (30 points)

Price (30 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

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

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2. (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b)** With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i.** Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no

Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include 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

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 following amounts:

the

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall

contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals
Aquatic Weed Control Maintenance and Ditch Cleaning Services
RFP No. 2025-33**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

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

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

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

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

**City of Ormond Beach
Request for Proposals
Aquatic Weed Control Maintenance and Ditch Cleaning Services
RFP No. 2025-33**

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
Request for Proposals
Aquatic Weed Control Maintenance and Ditch Cleaning Services
RFP No. 2025-33**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

City of Ormond Beach Request for Proposals (RFP)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 6.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Bid Rejection - Purchase of Liquid Carbon Dioxide		
Summary:	The purpose of this item is to inform the City Commission that staff is recommending to reject the bid received from AirGas USA, LLC. On December 3,2024, staff received approval from the Commission to bid for Liquid Carbon Dioxide. The bid opening was on January 7, 2025. The only bidder was AirGas USA, LLC. AirGas did not include a bid bond with their bid, and they included a letter indicating they did not agree to the City's terms and conditions. After review by the City Attorney's Office, staff was advised to reject the bid. Since the bid opening, staff found another vendor that can supply the needed chemicals and has proceeded to purchase the chemical through that vendor.		
Financial Impact:	None		
Citizen Impact:	Procurement of this chemical from another vendor has no adverse impact on the customers or the quality of the water.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends rejecting the bid from AirGas USA, LLC for Liquid Carbon Dioxide.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		
Attachments:	- Airgas - BID 2025-15 signed tabulation		

Approval:	Kelly McGuire, Finance Director	3/4/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/22/2025
	Joyce Shanahan, City Manager	3/27/2025



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Liquid Carbon Dioxide

Bid Number: 2025-15

Bid Opening Date & Time: 1/7/2025 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Airgas USA, LLC
submitted by Brian McHale-Bulk Gas Sales Specialist

Bidder's Mailing Address: 5249 Tampa West Blvd

City, State, Zip Code: Tampa, FL 33634

F.E.I.N or SS Number: 56-0732648

Phone Number: 407-402-9651

Email: brian.mchale@airgas.com

If returning as "No Bid", please state the reason(s):

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing

relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

	AUTHORIZED SIGNATURE
Steve Jones	NAME
VP OF BULK EASES	TITLE
1/2/2025	DATE

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 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or

on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

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.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Liquid Carbon Dioxide

BID 2025-15

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Airgas USA LLC
COMPANY NAME
Steve Jones
AUTHORIZED SIGNATURE
VP of Bulk Gases
NAME
TITLE
1/2/2025
DATE

City of Ormond Beach

Liquid Carbon Dioxide

BID 2025-15

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.

Airgas USA LLC
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Steve Jones
NAME (PRINT OR TYPE)

VP OF Bulk Gases
TITLE

1/2/2025
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.

Aurges USA LLC
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Steve Jones

NAME (PRINT OR TYPE)
1/2/2025

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the VP of Bulk Gases of Airgas USA LLC
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

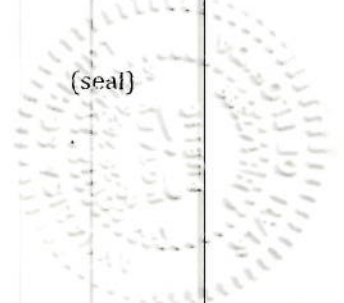
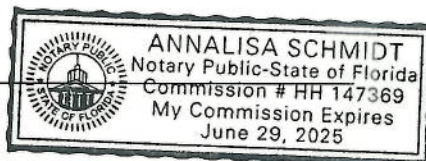
The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: 1/2, 2025 Signed: [Signature]
Entity: Airgas USA LLC Name: Steve Jones
Title: VP of Bulk Gases
STATE OF: Florida COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of January, 2025, by Steve Jones and who:
☒ Is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____



This document must be completed and returned with your Submittal

City of Ormond Beach
Liquid Carbon Dioxide
BID 2025-15
BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

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

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

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: Airgas USA, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: _____

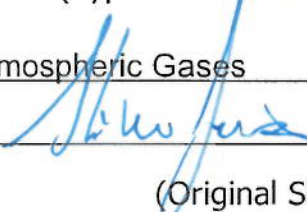
ADDRESS: 5249 Tampa West Blvd
Tampa, FL 33634

PHONE NO.: 407-402-9651 EMAIL: brian.mchale@airgas.com

SUBMITTER'S NAME: Steve Jones

(Typed or Printed in Ink)

TITLE: Vice President of Atmospheric Gases

AUTHORIZED SIGNATURE: I,  hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach

Liquid Carbon Dioxide

BID 2025-15

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Liquid Carbon Dioxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Exhibit A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	\$.409/lb

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

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

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)

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.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

SAFETY DATA SHEET

Carbon Dioxide

Airgas
an Air Liquide company

Section 1. Identification

GHS product identifier : Carbon Dioxide
Chemical name : Carbon dioxide, gas
Other means of identification : Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
Product type : Gas.
Product use : Synthetic/Analytical chemistry and Medical use.
Synonym : Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
SDS # : 001013
Supplier's details : Airgas USA, LLC and its affiliates
259 North Radnor-Chester Road
Suite 100
Radnor, PA 19087-5283
1-610-687-5253

24-hour telephone : 1-866-734-3438

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Classification of the substance or mixture : GASES UNDER PRESSURE - Liquefied gas
Simple asphyxiant.

GHS label elements

Hazard pictograms :



Signal word : Warning
Hazard statements : Contains gas under pressure; may explode if heated.
May displace oxygen and cause rapid suffocation.
May increase respiration and heart rate.

Precautionary statements

General : Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use.
Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Always keep container in upright position.

Prevention : Use and store only outdoors or in a well ventilated place.

Response : Not applicable.

Storage : Protect from sunlight. Store in a well-ventilated place.

Disposal : Not applicable.

Hazards not otherwise classified : In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation.
May cause frostbite.

Section 3. Composition/information on ingredients

Substance/mixture	: Substance
Chemical name	: Carbon dioxide, gas
Other means of identification	: Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
Product code	: 001013

CAS number/other identifiers

CAS number : 124-38-9

Ingredient name	%	CAS number
Carbon Dioxide	100	124-38-9

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact	: Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention if irritation occurs.
Inhalation	: Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
Skin contact	: Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.
Ingestion	: As this product is a gas, refer to the inhalation section.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact	: No known significant effects or critical hazards.
Inhalation	: No known significant effects or critical hazards.
Skin contact	: No known significant effects or critical hazards.
Frostbite	: Try to warm up the frozen tissues and seek medical attention.
Ingestion	: As this product is a gas, refer to the inhalation section.

Over-exposure signs/symptoms

Eye contact	: No specific data.
Inhalation	: No specific data.
Skin contact	: No specific data.
Ingestion	: No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician	: Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
--------------------	---

Specific treatments : No specific treatment

Section 4. First aid measures

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : Contains gas under pressure. In a fire or if heated, a pressure increase will occur and the container may burst or explode.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Avoid breathing gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Immediately contact emergency personnel. Stop leak if without risk.

Large spill : Immediately contact emergency personnel. Stop leak if without risk. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Avoid breathing gas. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

Avoid contact with eyes, skin and clothing. Empty containers retain product residue.

Section 7. Handling and storage

- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F). Keep container tightly closed and sealed until ready for use. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Carbon Dioxide	ACGIH TLV (United States, 3/2017). Oxygen Depletion [Asphyxiant]. STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours. NIOSH REL (United States, 10/2016). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 10 hours. TWA: 5000 ppm 10 hours. OSHA PEL (United States, 6/2016). TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours. OSHA PEL 1989 (United States, 3/1989). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 18000 mg/m³ 8 hours. TWA: 10000 ppm 8 hours.

- Appropriate engineering controls** : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Section 8. Exposure controls/personal protection

- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Gas. [Compressed gas.]
- Color** : Colorless.
- Odor** : Odorless.
- Odor threshold** : Not available.
- pH** : Not available.
- Melting point** : Sublimation temperature: -79°C (-110.2 to °F)
- Boiling point** : Not available.
- Critical temperature** : 30.85°C (87.5°F)
- Flash point** : [Product does not sustain combustion.]
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 830 (psig)
- Vapor density** : 1.53 (Air = 1) Liquid Density@BP: Solid density = 97.5 lb/ft³ (1562 kg/m³)
- Specific Volume (ft³/lb)** : 8.7719
- Gas Density (lb/ft³)** : 0.114
- Relative density** : Not applicable.
- Solubility** : Not available.
- Solubility in water** : Not available.
- Partition coefficient: n-octanol/water** : 0.83
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Not applicable.
- Flow time (ISO 2431)** : Not available.
- Molecular weight** : 44.01 g/mole

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: No specific data.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.
Hazardous polymerization	: Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Section 11. Toxicological information

Ingestion : As this product is a gas, refer to the inhalation section.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Not available.

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Carbon Dioxide	0.83	-	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
UN number	UN1013	UN1013	UN1013	UN1013	UN1013
UN proper shipping name	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE
Transport hazard class(es)	2.2 	2.2 	2.2 	2.2 	2.2 
Packing group	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.

"Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product."

Additional information

DOT Classification : Limited quantity Yes.
Quantity limitation Passenger aircraft/rail: 75 kg. Cargo aircraft: 150 kg.

TDG Classification : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2).
Explosive Limit and Limited Quantity Index 0.125
Passenger Carrying Road or Rail Index 75

IATA : Quantity limitation Passenger and Cargo Aircraft: 75 kg. Cargo Aircraft Only: 150 kg.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : TSCA 8(a) CDR Exempt/Partial exemption: This material is listed or exempted.

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Section 15. Regulatory information

Clean Air Act Section 602 : Not listed
Class I Substances

Clean Air Act Section 602 : Not listed
Class II Substances

DEA List I Chemicals : Not listed
(Precursor Chemicals)

DEA List II Chemicals : Not listed
(Essential Chemicals)

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Refer to Section 2: Hazards Identification of this SDS for classification of substance.

State regulations

Massachusetts : This material is listed.
New York : This material is not listed.
New Jersey : This material is listed.
Pennsylvania : This material is listed.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol (Annexes A, B, C, E)

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : This material is listed or exempted.
Canada : This material is listed or exempted.
China : This material is listed or exempted.
Europe : This material is listed or exempted.
Japan : **Japan inventory (ENCS):** This material is listed or exempted.
 Japan inventory (ISHL): This material is listed or exempted.
Malaysia : Not determined.
New Zealand : This material is listed or exempted.
Philippines : This material is listed or exempted.
Republic of Korea : This material is listed or exempted.
Taiwan : This material is listed or exempted.
Thailand : Not determined.
Turkey : This material is listed or exempted.
United States : This material is listed or exempted.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	/	1
Flammability		0
Physical hazards		3

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)



Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
GASES UNDER PRESSURE - Liquefied gas	Expert judgment

History

Date of printing : 2/12/2018

Date of issue/Date of revision : 2/12/2018

Date of previous issue : 4/25/2017

Version : 0.03

Key to abbreviations

ATE = Acute Toxicity Estimate
 BCF = Bioconcentration Factor
 GHS = Globally Harmonized System of Classification and Labelling of Chemicals
 IATA = International Air Transport Association
 IBC = Intermediate Bulk Container
 IMDG = International Maritime Dangerous Goods
 LogPow = logarithm of the octanol/water partition coefficient
 MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
 UN = United Nations

References : Not available.

Notice to reader

Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

SAFETY DATA SHEET

Carbon Dioxide, Refrigerated Liquid

Airgas
an Air Liquide company

Section 1. Identification

GHS product identifier	: Carbon Dioxide, Refrigerated Liquid
Chemical name	: Carbon dioxide, gas
Other means of identification	: Carbon Dioxide Liquid, Carbon Dioxide, Refrigerated Liquid, Carbon Dioxide Liquid USP
Product type	: Gas.
Product use	: Synthetic/Analytical chemistry.
Synonym	: Carbon Dioxide Liquid, Carbon Dioxide, Refrigerated Liquid, Carbon Dioxide Liquid USP
SDS #	: 001181
Supplier's details	: Airgas USA, LLC and its affiliates 259 North Radnor-Chester Road Suite 100 Radnor, PA 19087-5283 1-610-687-5253
24-hour telephone	: 1-866-734-3438

Section 2. Hazards identification

OSHA/HCS status	: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Classification of the substance or mixture	: GASES UNDER PRESSURE - Refrigerated liquefied gas Simple asphyxiant.

GHS label elements

Hazard pictograms



Signal word

: Warning

Hazard statements

: Contains refrigerated gas; may cause cryogenic burns or injury.
May displace oxygen and cause rapid suffocation.
May increase respiration and heart rate.

Precautionary statements

General

: Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Always keep container in upright position. Do not change or force fit connections. Avoid spills. Do not walk or roll equipment over spills.

Prevention

: Wear cold insulating gloves and face shield.

Response

: Thaw frosted parts with lukewarm water. Do not rub affected area. Get immediate medical advice/attention.

Storage

: Store in a well-ventilated place.

Disposal

: Not applicable.

Hazards not otherwise classified

: In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation.

Section 3. Composition/information on ingredients

Substance/mixture	: Substance
Chemical name	: Carbon dioxide, gas
Other means of identification	: Carbon Dioxide Liquid, Carbon Dioxide, Refrigerated Liquid, Carbon Dioxide Liquid USP
Product code	: 001181

CAS number/other identifiers

CAS number : 124-38-9

Ingredient name	%	CAS number
Carbon Dioxide	100	124-38-9

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact	: Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention if irritation occurs.
Inhalation	: Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
Skin contact	: Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.
Ingestion	: As this product is a gas, refer to the inhalation section.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact	: Extremely cold material.
Inhalation	: No known significant effects or critical hazards.
Skin contact	: Extremely cold material.
Frostbite	: Try to warm up the frozen tissues and seek medical attention.
Ingestion	: As this product is a gas, refer to the inhalation section.

Over-exposure signs/symptoms

Eye contact	: No specific data.
Inhalation	: No specific data.
Skin contact	: No specific data.
Ingestion	: No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician	: Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
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Specific treatments : No specific treatment

Section 4. First aid measures

- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.
- Unsuitable extinguishing media** : None known.

- Specific hazards arising from the chemical** : Contains gas under pressure. In a fire or if heated, a pressure increase will occur and the container may burst or explode.

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide

- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Avoid breathing gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

- Environmental precautions** : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Small spill** : Immediately contact emergency personnel. Stop leak if without risk.
- Large spill** : Immediately contact emergency personnel. Stop leak if without risk. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Contains refrigerated gas. Avoid breathing gas. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

Section 7. Handling and storage

- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in a segregated and approved area. Store in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F). Keep container tightly closed and sealed until ready for use. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Carbon Dioxide	ACGIH TLV (United States, 3/2017). Oxygen Depletion [Asphyxiant]. STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours. NIOSH REL (United States, 10/2016). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 10 hours. TWA: 5000 ppm 10 hours. OSHA PEL (United States, 6/2016). TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours. OSHA PEL 1989 (United States, 3/1989). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 18000 mg/m³ 8 hours. TWA: 10000 ppm 8 hours.

- Appropriate engineering controls** : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Section 8. Exposure controls/personal protection

- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Gas or Liquid.
- Color** : Colorless.
- Odor** : Odorless.
- Odor threshold** : Not available.
- pH** : Not available.
- Melting point** : Sublimation temperature: -79°C (-110.2 to °F)
- Boiling point** : Not available.
- Critical temperature** : 30.85°C (87.5°F)
- Flash point** : [Product does not sustain combustion.]
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 830 (psig)
- Vapor density** : 1.53 (Air = 1) Liquid Density@BP: Solid density = 97.5 lb/ft³ (1562 kg/m³)
- Specific Volume (ft³/lb)** : 8.7719
- Gas Density (lb/ft³)** : 0.114
- Relative density** : Not applicable.
- Solubility** : Not available.
- Solubility in water** : Not available.
- Partition coefficient: n-octanol/water** : 0.83
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Not applicable.
- Flow time (ISO 2431)** : Not available.
- Molecular weight** : 44.01 g/mole

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: No specific data.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.
Hazardous polymerization	: Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : Extremely cold material.

Section 11. Toxicological information

Ingestion : As this product is a gas, refer to the inhalation section.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Not available.

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Carbon Dioxide	0.83	-	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
UN number	UN2187	UN2187	UN2187	UN2187	UN2187
UN proper shipping name	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid
Transport hazard class(es)	2.2 	2.2 	2.2 	2.2 	2.2 
Packing group	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.

"Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product."

Additional information

DOT Classification : **Limited quantity** Yes.
Quantity limitation Passenger aircraft/rail: 75 kg. Cargo aircraft: 150 kg.

TDG Classification : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2).
Explosive Limit and Limited Quantity Index 0.125
Passenger Carrying Road or Rail Index 75

IATA : **Quantity limitation** Passenger and Cargo Aircraft: 75 kg. Cargo Aircraft Only: 150 kg.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** This material is listed or exempted.

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Section 15. Regulatory information

Clean Air Act Section 602 : Not listed
Class I Substances

Clean Air Act Section 602 : Not listed
Class II Substances

DEA List I Chemicals : Not listed
(Precursor Chemicals)

DEA List II Chemicals : Not listed
(Essential Chemicals)

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Refer to Section 2: Hazards Identification of this SDS for classification of substance.

State regulations

Massachusetts : This material is listed.
New York : This material is not listed.
New Jersey : This material is listed.
Pennsylvania : This material is listed.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol (Annexes A, B, C, E)

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : This material is listed or exempted.
Canada : This material is listed or exempted.
China : This material is listed or exempted.
Europe : This material is listed or exempted.
Japan : **Japan inventory (ENCS):** This material is listed or exempted.
Japan inventory (ISHL): This material is listed or exempted.
Malaysia : Not determined.
New Zealand : This material is listed or exempted.
Philippines : This material is listed or exempted.
Republic of Korea : This material is listed or exempted.
Taiwan : This material is listed or exempted.
Thailand : Not determined.
Turkey : This material is listed or exempted.
United States : This material is listed or exempted.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	/	0
Flammability		0
Physical hazards		3

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)



Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
GASES UNDER PRESSURE - Refrigerated liquefied gas	Expert judgment

History

Date of printing	: 2/3/2018
Date of issue/Date of revision	: 2/3/2018
Date of previous issue	: 2/11/2016
Version	: 0.03
Key to abbreviations	: ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor GHS = Globally Harmonized System of Classification and Labelling of Chemicals IATA = International Air Transport Association IBC = Intermediate Bulk Container IMDG = International Maritime Dangerous Goods LogPow = logarithm of the octanol/water partition coefficient MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution) UN = United Nations

References : Not available.

☑ Indicates information that has changed from previously issued version.

Notice to reader

Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

December 27, 2024

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Attention: Purchasing Coordinator

Dear Purchasing Coordinator,

RE: Bid Number 2025-15

THIS IS A BID OF COMMERCIAL TERMS ONLY. Airgas does not agree to the City of Ormond Beach's ITB, and proposed contract terms and conditions. Any acknowledgement or express acceptance of any terms is done so for temporary purposes to facilitate access for bidding. If Airgas is the successful bidder, both parties will begin negotiations to draft mutually acceptable contract terms and conditions. If those negotiations are successful, then Airgas and The City of Ormond Beach will sign a contract containing the agreed upon terms and conditions. If the negotiations are not successful within 90 days, neither party will be obligated to conduct business with respect to the subject matter of this bid request.

Sincerely,

Vice President of Atmospheric Gases

Steve Jones

South Region
Airgas USA, LLC



Bid Opening Tabulation
Bid 2025-15, Liquid Carbon Dioxide for the Water Treatment Plant
January 7, 2025 at 2:00pm

Liquid Carbon Dioxide approx. 170,000 - 200,000 pounds

Vendor	Unit of Measure	Unit Price	Bid Bond
AirGas	pound	0.409	N
	pound		
	pound		
	pound		
	pound		
	pound		
	pound		
	pound		

JAN 7 25 2:00PM

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Loretta Moisio
Grants Coordinator



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 7.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-13
Strategic Goal:	Water Quality & the Environment - Other		
Department:	City Manager		
Subject:	Ending Fluoridation in Water Supply (SECOND READING)		
Summary:	This item is presented as an amendment to the Code of Ordinances (CoO) of the City of Ormond Beach, as directed by the City Commission at their January 21, 2025 regular City Commission meeting, with regard to ending the fluoridation of the production and delivery of its water supply to the public. Chapter 11 - Health, Sanitation, and Environmental Protection, Article I - In General, Section 11-1 - Fluoridation of the Water Supply shall be amended to remove this section from the CoO.		
Financial Impact:	None		
Citizen Impact:	The production and delivery of safe drinking water to the residents is the foremost priority of the City.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the amendment to Code of Ordinances to provide consistency with the direction of ending fluoridation of the water supply, provided by the Commission on January 21, 2025.		
Staff Contact:	Shawn Finley, Assistant City Manager, (386) 676-3292		
Attachments:	1. 25-13 Floridation repeal (P25-0011G) 2. Ordinance BIE - Ending Flouridation in Water Supply		
Approval:	Kelly McGuire, Finance Director 3/5/2025 Claire Whitley/Shawn Finley, Assistant City Manager 3/7/2025 Joyce Shanahan, City Manager 3/14/2025		

ORDINANCE NO. 2025-13

AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 11-1, Fluoridation of water supply, of Article I, In General, of Chapter 11, Health Sanitation, and Environmental Protection, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety, said section being reserved for future use.

Sec. 11-1. ~~Fluoridation of water supply~~ Reserved.

- ~~(a) In accordance with the requirements and regulations of the state, there shall be introduced into the water to be distributed to consumers through the municipal water plant approximately one part of fluorine to every million parts of water so distributed.~~
- ~~(b) The utilities division of the city is hereby directed to provide the means and to proceed with the introduction of fluorine into the water supply in accordance with the provisions of this section and as directed by and in accordance with the regulations of the state pertaining to the fluoridation of public water supplies.~~

SECTION TWO. The City Commission hereby ratifies and affirms all actions taken in furtherance hereof, including the direction provided to city staff at the regular meeting of the city commission held on January 21, 2025 to cease adding fluoride to the city's water supply.

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

PASSED UPON at the first reading of the City Commission, this 4th day of March, 2025.

PASSED UPON at the second and final reading of the City Commission, this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

Ordinance 2025-13

AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This item is presented as an amendment to the Code of Ordinances of the City of Ormond Beach, as directed by the City Commission at their January 21, 2025 regular City Commission meeting, with regard to ending the fluoridation of the production and delivery of its water supply to the public.

Chapter 11 - Health, Sanitation, and Environmental Protection, Article I - In General, Section 11-1 - Fluoridation of the Water Supply shall be amended to remove this section from the Code of Ordinances.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

There are no direct compliance costs that will be incurred by businesses as a result of this ordinance and the resulting change to the City's Code of Ordinances.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

This ordinance does not propose any new fees on businesses.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No regulatory costs are anticipated; as such revenue to offset those regulatory costs will be required to cover those costs directly or indirectly from businesses.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

No businesses or their operation will be impacted as a result of this ordinance.

4. Any additional information the City determines may be useful. There is no additional information necessary as there is no anticipated impact to businesses as a result of this ordinance.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 7.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-14
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	63 Seville Street, Removal from the Historic Landmarks List, Land Development Code Amendment		
Summary:	This is a public hearing to consider a request by Donna J. Barbie, property owner, to remove 63 Seville Street from the Ormond Beach Historic Landmarks List of the Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark from the Ormond Beach Historic Landmarks List shall follow similar procedures as a request to place a landmark on the said list. As such, removing a landmark property from the Landmarks List requires adopting a LDC amendment as an ordinance approved by the City Commission. As with historic landmark designation, a request to be removed from the Historic Landmarks List is voluntary. The applicant is performing a building addition and desires to be removed from the list. The <u>Historic Landmark Preservation Board</u> held a public hearing on January 27, 2025. There were no objections to the request, and the Board unanimously recommended approval (8-0). The <u>Planning Board</u> held a public hearing on February 13, 2025. There were no objections to the request, and the Board unanimously recommended approval (7-0).		
Financial Impact:	None		
Citizen Impact:	The LDC amendment affects a single property, and the Historic Landmarks List is a voluntary list. The amendment is not anticipated to create any citizen impacts.		

Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended approval of removing 63 Seville Street from the Ormond Beach Historic Landmarks list as adopted in the LDC.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-14 63 Seville Street HLL removal (P25-0025G) 2. 63 Seville Street Landmark Removal PB Staff Report 3. Draft Board minutes, 63 Seville Street 4. Ordinance BIE, LDC Amendment, 63 Seville Street	
Approval:	Kelly McGuire, Finance Director	3/11/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/18/2025
	Joyce Shanahan, City Manager	3/19/2025

ORDINANCE NO. 2025-14

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET (“THE BARBIE HOUSE”) FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Donna J. Barbie, property owner of 63 Seville Street, Ormond Beach, has applied to amend the City of Ormond Beach *Land Development Code* (“the *LDC*”) to remove one historic resource from the list of Ormond Beach Historic Landmarks List, and

WHEREAS, the proposed amendment to the *Land Development Code* includes reorganizing the Ormond Beach Historic Landmarks List in numerical sequence with the only amendment to the list of properties being the removal of the property at 63 Seville Street, and

WHEREAS, the Historic Landmark Preservation Board of the City of Ormond Beach has reviewed the Ormond Beach *Land Development Code* amendment and has made recommendations thereon to the City Commission, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the Ormond Beach *Land Development Code* amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Subsection (k), *Ormond Beach Historic Landmarks list*, of Section 2-71, Historic districts and landmarks, of Article VI, Overlay Districts, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended to read as follows:

(k) *Ormond Beach Historic Landmarks list.*

- ~~(1) 25 Riverside Drive, the Casements.~~
- ~~(2) 150 South Beach Street, the Lippincott Mansion.~~
- ~~(3) 42 North Beach Street, the Anderson Price Memorial Library.~~
- ~~(4) 110 North Beach Street, the Corbin Family Estate.~~
- ~~(5) 104 South Beach Street, the Clements House.~~
- ~~(6) 173 South Beach Street, the Ames House.~~
- ~~(7) 186 South Beach Street, the Last Straw or Oaks Ames House.~~
- ~~(8) 160 East Granada Boulevard, the Old Fire Station No. 91.~~
- ~~(9) 11-23 West Granada Boulevard, the Buschman Building.~~
- ~~(10) 57 West Granada Boulevard, the Hanson Building.~~
- ~~(11) 174 Grove Street, the Wilmer Home.~~

- ~~(12) 253 John Anderson Drive, the Lisnaroe/"By the Water" Estate.~~
- ~~(13) Reserved.~~
- ~~(14) 31 Lincoln Avenue, the Lawson House.~~
- ~~(15) 61 Lincoln Avenue, the George Cusack Home.~~
- ~~(16) 75 Lincoln Avenue, the Pearson Home.~~
- ~~(17) 156 New Britain Avenue, the American Legion Hall.~~
- ~~(18) 143 Ocean Shore Boulevard, the Treasure Trove.~~
- ~~(19) 175 Orchard Lane, the Delany Cottage House.~~
- ~~(20) 127 Riverside Drive, the Rockefeller House.~~
- ~~(21) 63 Seville Street, the Barbie House.~~
- ~~(22) 115 South Yonge Street, the New Bethel AME Church.~~
- ~~(23) 44 South Halifax Drive, the original St. James Episcopal Church.~~
- ~~(24) 48 Lincoln Avenue, the Ross House.~~
- ~~(25) 195 Riverside Drive, the Bosarve Site.~~
- ~~(26) 70 Highland Avenue, the Jacobson House.~~
- ~~(27) 41 North Beach Street, the Village Improvement Gardens.~~
- ~~(28) 215 Seton Trail, the Hillside Cemetery.~~
- ~~(29) 528 South Beach Street, the Ruth House.~~
- ~~(30) 2 John Anderson Drive, the Hotel Ormond Cupola.~~
- ~~(31) 38 East Granada Boulevard, the Stout MacDonald House.~~
- ~~(32) 196 South Beach Street, the Indian Mound Park.~~
- ~~(33) 208 Central Avenue, the former Rigby Elementary School.~~
- ~~(34) 195 South Beach Street, the Whim Gardens at Ames Park.~~
- ~~(35) 54 South Ridgewood Avenue, the Wardwell and Penfield Gravesites.~~
- ~~(36) 33 Ocean Shore Boulevard, the Prettyman House.~~
- ~~(37) 791 West Granada Boulevard, the Pilgrim's Rest Cemetery.~~
- ~~(38) 140 S. Orchard Street, the Gethsemane Cemetery.~~

- ~~(39) 106 Marvin Road, the Fagen Marvin Cemetery.~~
- ~~(40) 380 Tymber Run, the Groover Creek Cemetery.~~
- ~~(41) 242 Tomoka Avenue, the former St. John Missionary Baptist Church.~~
- ~~(42) 63 North Beach Street, the Ormond Yacht Club.~~
- ~~(43) 103 Lincoln Avenue, the site of the first Ormond Beach School.~~
- ~~(44) 39 North Ridgewood Avenue.~~
- ~~(45) 100 Corbin Avenue, the Ormond Elementary School.~~
- ~~(46) 101 Corbin Avenue, the Ormond Elementary School Stone Wall.~~
- ~~(47) 1 North Beach Street, the Pilgrim's Rest Primitive Baptist Church.~~
- ~~(48) 1 Sanchez Avenue, two (2) Coquina Monuments.~~
- ~~(49) 45 South Halifax Drive, the Emmons Cottage.~~
- ~~(50) 715 West Granada Boulevard, the Three Chimneys.~~
- ~~(51) 137 Orchard Lane the Nathan Cobb Cottage.~~
- ~~(52) 639 John Anderson Drive.~~
- ~~(53) 659 John Anderson Drive.~~
- ~~(54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum.~~

- (1) 1 North Beach Street, the Pilgrim's Rest Primitive Baptist Church.
- (2) 1 Sanchez Avenue, two (2) Coquina Monuments.
- (3) 2 John Anderson Drive, the Hotel Ormond Cupola.
- (4) 11-23 West Granada Boulevard, the Buschman Building.
- (5) 25 Riverside Drive, the Casements.
- (6) 31 Lincoln Avenue, the Lawson House.
- (7) 33 Ocean Shore Boulevard, the Prettyman House.
- (8) 38 East Granada Boulevard, the Stout-MacDonald House.
- (9) 39 North Ridgewood Avenue.
- (10) 41 North Beach Street, the Village Improvement Gardens.
- (11) 42 North Beach Street, the Anderson-Price Memorial Library.

- (12) 44 South Halifax Drive, the original St. James Episcopal Church.
- (13) 45 South Halifax Drive, the Emmons Cottage.
- (14) 48 Lincoln Avenue, the Ross House.
- (15) 54 South Ridgewood Avenue, the Wardwell and Penfield Gravesites.
- (16) 57 West Granada Boulevard, the Hanson Building.
- (17) 61 Lincoln Avenue, the George Cusack Home.
- (18) 63 North Beach Street, the Ormond Yacht Club.
- (19) 70 Highland Avenue, the Jacobson House.
- (20) 75 Lincoln Avenue, the Pearson Home.
- (21) 78 East Granda Boulevard, the Gardens at the Ormond Memorial Art Museum
- (22) 100 Corbin Avenue, the Ormond Elementary School.
- (23) 101 Corbin Avenue, the Ormond Elementary School Stone Wall.
- (24) 103 Lincoln Avenue, the site of the first Ormond Beach School.
- (25) 104 South Beach Street, the Clements House.
- (26) 106 Marvin Road, the Fagen-Marvin Cemetery.
- (27) 110 North Beach Street, the Corbin Family Estate.
- (28) 115 South Yonge Street, the New Bethel AME Church.
- (29) 127 Riverside Drive, the Rockefeller House.
- (30) 137 Orchard Lane—the Nathan Cobb Cottage.
- (31) 140 South Orchard Street, the Gethsemane Cemetery.
- (32) 143 Ocean Shore Boulevard, the Treasure Trove.
- (33) 150 South Beach Street, the Lippincott Mansion.
- (34) 156 New Britain Avenue, the American Legion Hall.
- (35) 160 East Granada Boulevard, the Old Fire Station No. 91.
- (36) 173 South Beach Street, the Ames House.
- (37) 174 Grove Street, the Wilmer Home.
- (38) 175 Orchard Lane, the Delany Cottage House.

- (39) 186 South Beach Street, the Last Straw or Oaks Ames House.
- (40) 195 Riverside Drive, the Bosarve Site.
- (41) 195 South Beach Street, the Whim Gardens at Ames Park.
- (42) 196 South Beach Street, the Indian Mound Park.
- (43) 208 Central Avenue, the former Rigby Elementary School.
- (44) 215 Seton Trail, the Hillside Cemetery.
- (45) 242 Tomoka Avenue, the former St. John Missionary Baptist Church.
- (46) 253 John Anderson Drive, the Lisnaroe/"By the Water" Estate.
- (47) 380 Tymber Run, the Groover Creek Cemetery.
- (48) 528 South Beach Street, the Ruth House.
- (49) 639 John Anderson Drive.
- (50) 659 John Anderson Drive.
- (51) 715 West Granada Boulevard, the Three Chimneys.
- (52) 791 West Granada Boulevard, the Pilgrim's Rest Cemetery.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 1st day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 15th day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



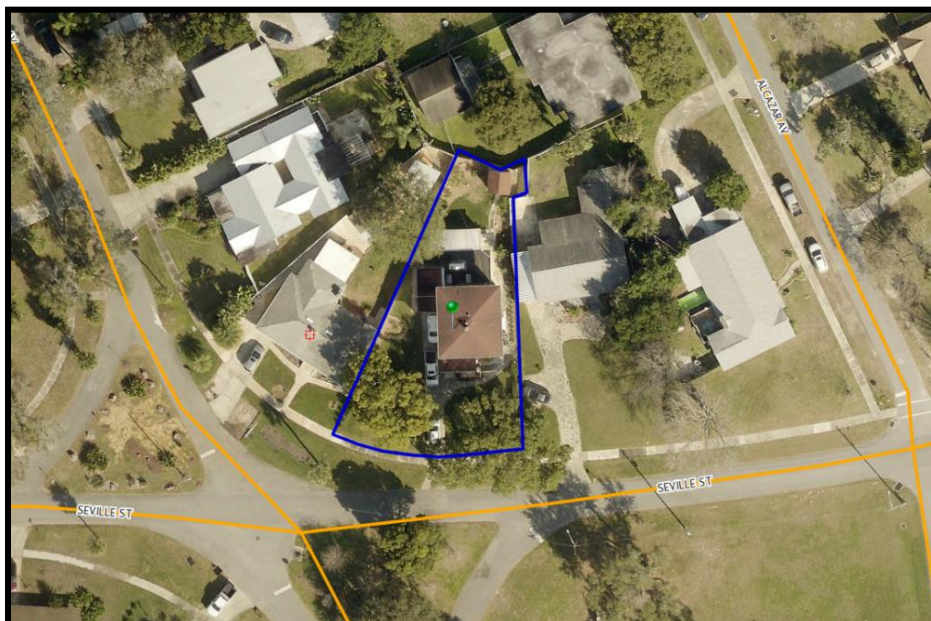
STAFF REPORT

Land Development Code (LDC) Amendment 63 Seville Street - Historic Landmark Designation (Removal)

PLANNING BOARD HEARING DATE:	February 13, 2025
TENTATIVE CITY COMMISSION DATES:	April 1, 2025 (1 st reading) April 15, 2025 (2 nd reading)
SUBJECT:	Historic Landmark Designation (Removal) – 63 Seville Street, Parcel ID # 4242-20-34-0030
APPLICANT:	Donna J. Barbie, property owner
PROJECT NUMBER:	#PZ-2025-121
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Noel Eaton, Senior Planner

INTRODUCTION: This is a public hearing to consider a request by Donna J. Barbie, property owner, to remove 63 Seville Street from the City of Ormond Beach's Historic Landmarks List of the city's Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark for the Ormond Beach Historic Landmark's List shall follow similar procedures as a request to place a landmark on the said list. As such, removal of a landmark property from the Landmark's List requires adoption of a Land Development Code amendment as an ordinance approved by the City Commission.

Exhibit 1: Aerial view of 63 Seville Street:



BACKGROUND: The subject property is located approximately 600 linear feet west of South Beach Street along the north side of Seville Street in Ormond Beach (Attachment A – Location Map). According to the 1986 Master Site File with the State Historic Preservation Office, the residence is a two-story masonry Mediterranean Revival structure built in 1925 (Attachment B – Master Site File). As listed in Ordinance No. 87-60 (Attachment C), the subject property has been listed on the Ormond Beach Historic Landmarks List since December 22, 1987.

Exhibit 2: Photo of residence at 63 Seville Street from Master Site File:



ANALYSIS: As is the case with historic landmark designation, a request to be removed from the Historic Landmark List is voluntary. On December 10, 2024, a Building Permit Application BPR-2024-005027 was submitted to renovate the subject property with several interior renovations as well as the construction of additional attached garage space. The applicant was subsequently advised by planning staff that the subject property is a listed historic landmark on the Ormond Beach Historic Landmarks List and any exterior alterations would require historic review. The applicant was also advised that a Certificate of Appropriateness (COA) for review by the Historic Landmark Preservation Board, would be required. The applicant then voluntarily requested to be removed from the list for the reason that they do not wish to be subject to the additional level of historic review required by Section 2-71 of the Land Development Code. The property owner also notes the property underwent a major remodeling project roughly 30 years ago that changed the

appearance of the house. The house is no longer a flat-roofed stucco with irregular roof lines and the second floor has been expanded by about 50% (Attachment D).

Exhibit 3: Current photo of residence at 63 Seville Street:



According to Section 2-71 of the Ormond Beach Land Development Code, a property may be voluntarily designated as a local historic landmark on the Ormond Beach Historic Landmarks List if the property meets certain “historical” criteria. Although there is a process for removal, there is no substantive criterion in the Code that is required of property owners to show in order to be removed from the list. This property is not in the historic overlay district and therefore is not governed by any of special district regulations. In addition, the property owner has not received any benefit from the city (i.e. grant for improvements) that could otherwise obligate the property contractually.

CONCLUSION: Section 1-15(e) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

There is no development proposed as part of the proposed amendment. This is an amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List in the Land Development Code.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. This is an amendment that removes the property at 63 Seville Street from the Ormond Beach Historic Landmarks List in the Land Development Code.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. The designation and removal process for a property on the Historic Landmarks List is voluntary and the property owner no longer wishes to be included on the list.

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.

This is an amendment that removes the property at 63 Seville Street from the Ormond Beach Historic Landmarks List in the Land Development Code. The property is served by existing utilities. The amendment would not have a negative impact to public facilities.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

There is no development proposed as part of the proposed amendment. The application pertains to a Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List of Section 2-71 of the Land Development Code.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed as part of the proposed amendment. The application pertains to a Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. The application pertains to a Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The application pertains to a Historic Landmark Designation (Removal) by means of a Land Development Code amendment to remove the property at 63 Seville Street from the Ormond Beach Historic Landmarks List.

10. The testimony provided at public hearings.

The Historic Landmark Preservation Board held a public hearing on January 27, 2025, there were no objections to the request and the Board unanimously recommended approval (8-0).

RECOMMENDATION: Staff recommends that the Planning Board recommend **Approval** of the removal of 63 Seville Street from the Ormond Beach Historic Landmarks list as adopted in the Land Development Code Section 2-71(k). Pending the recommendation of the Planning Board, the City Commission will tentatively review the proposed removal of the subject property scheduled April 1st and April 15, 2025.

Attachments:

- A. Location Map
- B. Master Site File
- C. Ordinance 87-60
- D. Applicant Provided Information

ATTACHMENT A

Location Map



LOCATION MAP
63 Seville Street
#PZ-2025-121

LOCATION MAP
63 Seville Street
#PZ-2025-121

LOCATION MAP
63 Seville Street
#PZ-2025-121



ATTACHEMENT B

Master Site File

FLORIDA MASTER SITE FILE
Site inventory Form

SITE NO.

SITE NAME: 63 Seville St
ADDRESS: 63 Seville St
INSTRUCTIONS TO LOCATE:

SURVEY DATE: 06/30/86

LOCATION: Rio Vista 34 2, 3, 4
Subdivision Name Block No. Lot No.

COUNTY: Volusia

DISTRICT NAME IF APPLICABLE:

OWNER OF SITE: NAME: Kessler, R. & D. J.

ADDRESS: 63 Seville St.

ADDRESS: Ormond Beach, FL 32074

TYPE OF OWNERSHIP: private

RECORDING DATE: / /

RECORDER: NAME & TITLE: Historic Property Associates

ADDRESS: P.O. Box 1002

St. Augustine, FL

CONDITION OF SITE:

INTEGRITY OF SITE:

Check One

Check one or more

x EXCELLENT

x ALTERED

ORIGINAL USE

PRESENT USE Residence

GOOD

UNALTERED

DATES c.1935

FAIR

x ORIGINAL SITE

CULTURE/PHASE American

DETERIORATED

RESTORED: / /

PERIOD: 20th Century

MOVED: / /

NR CLASSIFICATION CATEGORY: building

DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

ZONING

TRANSPORTATION

DEVELOPMENT

FILL

DETERIORATION

DREDGE

BORROWING

OTHER (See Remarks Below)

AREAS OF SIGNIFICANCE: architecture

SIGNIFICANCE

See Continuation Sheet

RECORD NUMBER 400

ARCHITECT:

BUILDER:

STYLE AND/OR PERIOD: Mediterranean Revival

PLAN TYPE: Irregular

EXTERIOR FABRIC(S): Stucco: textured

STRUCTURAL SYSTEM(S): Masonry: hollow tile

PORCHES: S/1-story stoop, 1-bay, access from S

ORIENTATION: S

FOUNDATION: Slab: concrete, poured

ROOF TYPE: Flat, built-up/parapet

SECONDARY ROOF STRUCTURE(S): Skirt: over porch

CHIMNEY LOCATION: S: center

WINDOW TYPE: DHS, 6/6, 4/4, 1/1, wood

CHIMNEY: Brick: stuccoed

ROOF SURFACING: Built-up # tile: barrel

ORNAMENT EXTERIOR: Terra-cotta: red

NO. OF CHIMNEYS 1

NO. OF STORIES 2

NO. OF DORMERS: 0

OUTBUILDINGS:

SURROUNDINGS:

SITE SIZE (approx. acreage) LT1

TOWNSHIP	RANGE	SECTION
14S	32E	16

UTM ZONE	UTM EASTING	UTM NORTHING
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PHOTOGRAPHIC RECORDS NUMBERS:

CONTINUATION SHEET

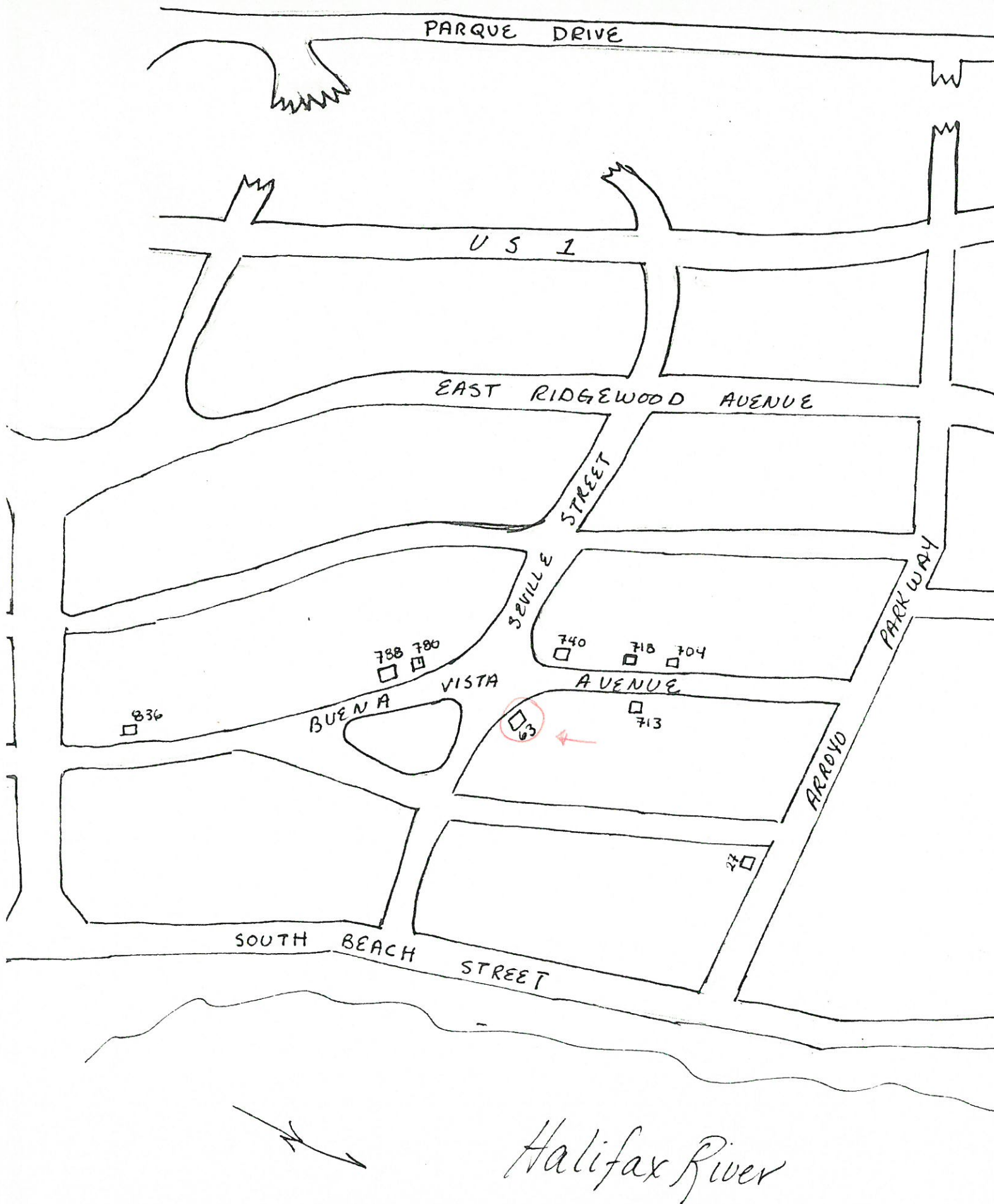
Statement of Significance:

63 Seville St., a 1-story, frame vernacular residential building, is located in the Assessor's subdivision of Ormond Beach. Sanborn map research and architectural field survey reveal that it was constructed c. 1925.¹

The city of Ormond Beach is located on Florida's Atlantic Coast astride the Halifax River, a part of the Intercoastal Waterway. The city's northern boundary reaches the Tomoka River, near its exit to the sea. Originally named New Britain upon its platting in 1874, Ormond Beach assumed prominence as a resort in the late nineteenth century. Significant population growth and development occurred between 1910 and 1925, an era known as the "Florida Boom." The city's beaches were the site of America's first automobile speed races. The architectural heritage of the city, whose population in 1980 exceeded 21,000 inhabitants, finds its most eloquent expression in the residences situated on the east and west banks of the Halifax River, which were constructed between 1880 and 1930.²

¹Sanborn Fire Insurance Maps of Ormond Beach, Florida (1921, 1931).

²See Historic Property Associates, Architectural and Historical Survey of Ormond Beach (St. Augustine, 1986).





ATTACHEMENT C

Ordinance 87-60

ORDINANCE NO. 87 - 60

AN ORDINANCE ESTABLISHING A LIST OF HISTORIC LANDMARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Historic Landmark Preservation Board, the Planning Board and the City Commission have taken all steps required by Section 11.1-4 of the City of Ormond Beach, Florida, Code of Ordinances, now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That, pursuant to the authority vested in it by Section 11.1-4, Establishment of a list of landmarks, archaeological sites, and other notable features, of the City of Ormond Beach, Florida, Code of Ordinances, the City Commission hereby designates the following properties as "historic landmarks:"

- (a) the Ormond Hotel
- (b) the Casements
- (c) the Lippincott Mansion
- (d) the Ormond Beach Womens Club
- (e) 110 North Beach Street - Aran Dhan
- (f) 104 South Beach Street - Dorsey Smith, Jr.
- (g) 173 South Beach Street - City of Ormond Beach
- (h) 186 South Beach Street - Josephine Rogers
- (i) 704 Buena Vista Avenue - Harry Pazmino
- (j) 76 Central Avenue - Daisy Mae Hatten
- (k) 33 Dix Avenue - Nancy Ann Moore
- (l) 160 East Granada Boulevard - City of Ormond Beach
- (m) 11-13 West Granada Boulevard - Miriam Buschman
- (n) 15-17 West Granada Boulevard - Miriam Buschman
- (o) 25 West Granada Boulevard - Miriam Buschman
- (p) 57 West Granada Boulevard - Brian Hanson
- (q) 174 Grove Street - Dana Smith
- (r) 128 South Halifax Drive - Mary Jane McSwain
- (s) 253 John Anderson Drive - Eileen H. Butts
- (t) 393 John Anderson Drive - Margaret Rainey
- (u) 31 Lincoln Avenue - Elizabeth Ross
- (v) 61 Lincoln Avenue - Earl Williams
- (w) 75 Lincoln Avenue - Roydon Pearson
- (x) 156 New Britain - City of Ormond Beach
- (y) 143 Ocean Shore Boulevard - Mrs. Ralph Goodwin, Sr.
- (z) 71 Orchard Lane - Sara Fischer
- (aa) 175 Orchard Lane - Robert Von Der Osten
- (bb) 127 Riverside Drive - Shed Roberson
- (cc) 63 Seville Street - Richard Kessler
- (dd) 115 South Yonge Street - Rev. Carl Brinkley

SECTION TWO. That each of the aforelisted properties is hereafter subject to the regulations set forth in Chapter 11.1, Historic Preservation, of the City of Ormond Beach, Florida, Code of Ordinances, unless and until such property is requested to be

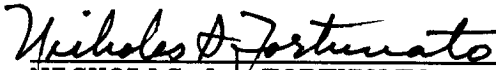
removed from the aforestated list and the City Commission so removes the property.

SECTION THREE. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. That this ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 1st day of December, 1987.

PASSED UPON at the second and final reading of the City Commission, this 22nd day of December, 1987.


NICHOLAS A. FORTUNATO
Mayor - City Commissioner

ATTEST:


MARIAN A. MAXWELL
City Clerk

ATTACHMENT D

Applicant provided information



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:*	Local Landmark List Designation Removal	*Complete fee sheet (page 3)
Project Name:		
Project Address:	63 Seville Street, Ormond Beach, FL 32174	
Volusia County parcel number(s):	424220340030	
Description:	Local Landmark List designation removal, see letter.	
Pre-application date:		Pre-application waiver granted:

PROJECT COORDINATOR

Name:	Home Owner, Donna J. Barbie
Address:	63 Seville Street
City, State, Zip code:	Ormond Beach FL, 32174
Telephone:	386-852-3240
E-mail:	Barbied@erau.edu

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	See above.		
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER

Same as project coordinator	☐	Same as property owner	☒
Name:	Home Owner, Donna J. Barbie		
Address:	63 Seville Street		
City, State, Zip code:	Ormond Beach FL, 32174		
Telephone:	386-852-3240		
E-mail:	Barbied@erau.edu		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

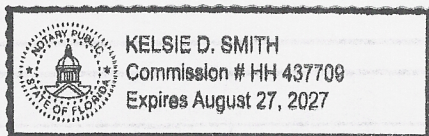
By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: Donna J. BarbieDigitally signed by Donna J. Barbie
DN: cn=Donna J. Barbie, o=Ormond Beach Community College, ou=Ormond Beach Community College of Arts and Sciences,
email=barbied@erau.edu, c=US
Date: 2023.01.29 14:08:11 -0500

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 9th day of January,
2025, by Donna J. Barbie as Property Owner (title*)
for 63 Seville Street (name of corporation*), who () provided
_____ as identification, or (✓) who is personally known to me.

Kelsie D. Smith
Notary Public, State of FloridaMy Commission Expires: August 27, 2027

* 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.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

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
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☒	Other: Local landmark list designation removal		\$ 825	
TOTALS:			\$825	

63 Seville Street
Ormond Beach
Florida, 32174

January 9, 2025

To Whom It May Concern:

As the owner of the house located at 63 Seville Street, Ormond Beach, a dwelling currently on the historic register, I am applying to have my home removed from the local landmark designation.

Planning and Preservation Boards seek to ensure that historic sites reflect, in large part, their origins. That mission is admirable, but it also serves as the basis of my request to remove my home from its current designation as a local landmark. Over several decades, the house has undergone significant alterations and therefore should no longer be subject to review by these Boards.

The building looks completely different from how it was configured when it was built just over a century ago. Some minor modifications have been completed, such as replacing windows. However, other modifications have been substantial, including a major remodeling project of about thirty years ago. After many efforts to stop relentless leaks from flat tar-and-gravel roofs (edged by terra-cotta tiles), those roofs were removed and the entire second floor was expanded by about 50%, significantly changing the external appearance of the house. Wooden trusses created a pitched roof. The garage (also previously a flat roof, edged by terra-cotta tiles) was changed to a pitched roof at the same time. As seen from the attached photograph of the current structure, vestiges of previous rooflines are still visible. The entire left side of the second floor used to be outside of the house.

As 2-71 (d)(1) of the **Land Development Codes** states, "A certificate of appropriateness, issued by the board, shall be required for any . . . addition or other improvements that would alter the exterior appearance of a structure . . .". Since previous improvements have altered the exterior appearance already and the structure no longer reflects the original design, I am requesting that the property be removed from the local landmark list designation.

Sincerely,

A handwritten signature in cursive script that reads "Donna J. Barbie".

Donna J. Barbie

**Historic Landmark Preservation
Board (HLPB) minutes from
January 27, 2025**

**Planning Board (PB) minutes from
February 13, 2025**

ITEM:

PZ-2025-121

**Land Development Code Amendment
63 Seville Street - Historic Landmark
Designation (Removal)**

Recommended for Approval

HLPB – (8-0)

PB – (7-0)

A. December 16, 2024

Dr. Shapiro stated that corrections are required for the December 16, 2024 minutes on page 5, last paragraph, first sentence. It was directed to revise Old Dixie Highway to Old Kings Road.

Dr. Shapiro asked if there were any other corrections to the December 16, 2024 minutes. Ms. Heddy made a motion to approve the revised minutes. Mr. Denny seconded it. Vote was called and the motion was unanimously approved (8-0).

V. PUBLIC HEARING

Historic Landmark Designation (Removal) of 63 Seville Street, the “Barbie House”

Dr. Shapiro opened the Public Hearing for historic landmark designated removal of 63 Seville Street, the “Barbie House”, and explained that the public hearing is to consider a request by Ms. Donna J. Barbie, property owner, to remove 63 Seville Street from the City of Ormond Beach’s Local Historic Landmarks List of the city’s Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark for the Ormond Beach Historic Landmark’s List shall follow similar procedures as a request to place a landmark on the said list. It was further explained that removal of a landmark property from the Ormond Beach Historic Landmark’s List requires adoption of an ordinance by the City Commission.

Ms. Eaton stated that the property was designated on the Ormond Beach Historic Landmark List on December 22, 1987 by Ordinance 87-60 which established the first list of Historic Landmarks in Ormond Beach, noting the property owner today is the same property owner from when the property was added to the list. She reviewed the Certificate of Appropriateness (COA) history for the subject property:

- October 2012 Administrative COA Determination for a window replacement.
- January 2017 Administrative COA Determination for six window replacements.
- April 2017 Administrative COA Determination for eight window replacements.
- February 2018 Administrative COA Determination for a paver driveway.

Ms. Eaton continued with background information and stated that the applicant applied for Building Permit BPR-2024-005027 for a basement and second floor bathroom remodel, and garage addition. She added that a COA, issued by the Board, shall be required for any repairs, reconstruction, rehabilitation, alteration, addition or other improvements that would alter the exterior appearance of a structure or site on property, which is included in the local list of historic landmarks. Ms. Eaton concluded that an application was then applied for to remove the property from the Historic Landmarks List.

Ms. Eaton stated that 393 John Anderson Drive was previously removed from the Historic Landmarks List through Ordinance 2013-41, 33 Dix Avenue was previously removed from the same list through Ordinance 2018-06, as well as 76 Central Avenue through Ordinance 2018-09. She continued that there is no substantive criterion in the code that is required of property owners to show in order to be removed from the list. The property is not located

in a historic overlay district and is therefore not governed by any special district regulations.

Ms. Eaton stated that staff recommends that the Historic Landmark Preservation Board recommend approval of the removal of 63 Seville Street from the Ormond Beach Historic Landmarks List as adopted in the Land Development Code (LDC). It will be heard through public hearings in front of the Planning Board on February 13, 2025 and City Commission April 1 and 15, 2025.

Dr. Shapiro remarked that other Boards will weigh in on the matter.

Ms. Eaton added that there is no 30-day appeal period for this application type. The LDC Amendment will take effect April 16, 2025, if approved.

Dr. Shapiro stated that he feels the request is appropriate and the applicant does not have to explain the reasoning of wanting to be removed from the list.

Ms. Kistemaker inquired if any grant monies were used in any of the renovations.

Applicants Comments

Ms. Donna Barbie, 63 Seville Street, replied no.

Board discussion ensued on the matter and it was discussed and determined that the City of Daytona Beach may have renovation-type grant programs but the City of Ormond Beach does not have grants available for Historic Landmarks at this time.

Ms. Julien asked additional questions about the renovations that previously occurred on the subject property and if a COA was done.

Ms. Barbie responded that she has lived in the house for 41 years and does not know when the second-story was changed significantly. She said that she thought it could have been prior to the historic register. She added that the barrel-tile was put on prior to her living there. Ms. Barbie continued that she replaced the living room ceiling three times and commented that the tar and gravel roof never worked, therefore she chose a different style during a four-month renovation process to add the addition to the second story.

Dr. Shapiro commented that he heard about irregularities with the COAs prior to his service on the Board. He added that there is a system in place now and that Ms. Julien's question may not get answered.

Ms. Roberts stated that in her experience selling real estate, when making certain changes, it can automatically remove the property from a historic register.

Ms. Eaton clarified that was not the case in the City of Ormond Beach.

It was further discussed that there is a process today through the Tyler permitting software, that notifies staff of a historic property.

There was further discussion on the process and it was expressed that the Board relies on staff's notes on due diligence. Ms. Eaton explained her role as the Board liaison in doing the research in the LDC, Section 2-71, and through the criteria for LDC Amendments.

Ms. Pate asked Ms. Barbie about the garage addition. Ms. Barbie replied that the garage door will be a closer to the roadway, shotgun-style. She expounded on the setback and how it is not sufficient on the side and how on the sides it has a decorative line to the edge that will be matched at the front edge of the garage. Ms. Barbie elaborated on her education and that she has a PhD in American Studies and honors the property and understands that it is no longer a Spanish-style, stucco house and is not in keeping with how it was originally constructed.

Mr. Denny made a motion to approve Historic Landmark Designation (Removal) of 63 Seville Street, the "Barbie House". Ms. Heddy seconded the motion. Vote was called and the motion was unanimously approved (8-0).

Dr. Shapiro asked if there was any other further discussion from the Board on the matter.

Dr. Shapiro explained to the Board that there is a fee for the process. It was discussed that the fee is for all of the advertising in the News Journal for the different public hearing ads. Dr. Shapiro stated that in 1986, there were not any fees for applications.

Board discussion ensued on if Board meetings can be attended electronically. It was discussed and determined that they cannot and that the Boards must be physically present. Attorney Emery concurred.

Dr. Shapiro closed the Public Hearing.

Dr. Shapiro directed the Board to not reply to all when Ms. Miller e-mails the board meeting information.

VI. DISCUSSION ITEM

A. Summary of Certificate of Appropriateness determinations

Ms. Eaton reviewed the summary of the Certificate of Appropriateness determinations. She explained that Planning Department staff keeps track of all applications for both the HLPB and the Board of Adjustments and Appeals (BOAA). Dr. Shapiro thanked Ms. Eaton and Mr. Spraker for doing so and sharing it.

Ms. Eaton concluded that she also prepares a monthly report and exhibit of administrative COA's that have been approved by the Planning Director during the last reporting period which is e-mailed to the HLPB.

VII. MEMBER COMMENTS

Dr. Shapiro thanked the board and staff for their confidence and support. He urged the Board to go look at the subject properties.

January 09, 2025

Mr. Jorczak moved to approve the January 09, 2025 Minutes. Mr. Galloway seconded the motion. The minutes were unanimously approved (7-0).

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, apprised the Board of the Walmart neighborhood meeting regarding their 5,000-square-foot expansion for facilitation of their online sale orders, scheduled for Thursday, February 20, 2025 at Calvary Church at 5:00 p.m. He stated that the Planning Board will see that Planned Business Development (PBD) application at the March Planning Board meeting.

VII. PUBLIC HEARINGS

A. PZ-2024-121 Land Development Code Amendment for Historic Landmark Designation (Removal) of 63 Seville Street, the "Barbie House"

Ms. Noel Eaton, Senior Planner, explained the purpose for the Land Development Code (LDC) amendment request for the historic landmark designation removal of the property at 63 Seville Street, the "Barbie House", from Section 2-71(k) of the City of Ormond Beach LDC Historic Landmarks List. She stated that the property was originally designated in 1987 when the original Historic Landmarks List was created. Ms. Eaton added that the applicant is the same owner that owned the property when it was listed on the list. She continued that part of the original ordinance states that the properties on the list shall be subject to the regulations of the landmark list until such properties request to be removed from it.

Ms. Eaton stated that the property had a series of administrative Certificates of Appropriateness (COA) issued for window replacements and a paver driveway. The applicant also submitted a Building Permit application for a remodel of the basement, second floor bathrooms, and a garage addition. Ms. Eaton explained that the LDC allows different approvals based on the scope of the project. If the scope is minor, the improvements can be approved by the Planning Director as an Administrative Certificate of Appropriateness (COA). If there are additions or other improvements that would alter the exterior, it would then go on to the Historic Landmark Preservation Board (HLPB), where it was heard at a public hearing where it was approved for removal on January 27, 2025.

Ms. Eaton displayed pictures of the house from the City's master site file overhead and continued that the applicant and property owner were notified of the requirement and requested to be removed from the local Historic Landmarks List. She added that the City processed previous cases of approval: 393 John Anderson Drive, 33 Dix Avenue, and 76 Central Avenue. There is no substantive criterion that the code requires for property owners to be removed from the voluntary list. Ms. Eaton concluded that staff recommends approval and advised the public hearing dates scheduled at City Commission tentatively on April 1 and 15, 2025.

Chairman Thomas opened it up to the Board.

Board Questions

Mr. Railsback asked if there was any benefit to not being on the list. Ms. Eaton replied that there are no restrictions on expansions.

Mr. Gentry asked if there were any other restrictions that would prohibit action to remove the property from the list. Ms. Eaton responded that there are no criteria for removal and that the criteria is for the LDC amendment.

Mr. Railsback asked if there were any other properties adjacent to or around the property that are on the list. Ms. Eaton answered that there are not.

Chairman Thomas asked if the applicant was interested in addressing the Board and opened it up for any additional Board questions or comments. There were none.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-121 Land Development Code Amendment for Historic Landmark Designation (Removal) of 63 Seville Street, The “Barbie House”. Mr. Gentry seconded it. Vote was called, and the motion was approved (7-0).

Chairman Thomas commented that these requests are managed by the Board occasionally and how it is nice for the houses to be on the historic register list, but how sometimes changes need to be made which affects the eligibility.

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

A. PZ-24-84 Comprehensive Plan 2045 Update Review

Mr. Spraker delivered a summary of the Comprehensive Plan 2045 update. He summarized the actions since the issuance of the Planning Board packet that a Community Engagement Meeting was held on January 16, 2025, with approximately ten individuals in attendance. Mr. Spraker continued that on February 4, 2025, there was a City Commission workshop to discuss the Comprehensive Plan update. Mr. Spraker stated key direction points including:

- Recommendation for a policy to perform a bike plan;
- Maintenance of a Policy in the Transportation Element regarding the desire for a Redevelopment Plan along South Yonge Street which is subject to Volusia County approval;
- The change of the name of the Leisure Services Department to the Parks and Recreation Department. He stated that the Quality of Life Board, Historic Landmark Preservation Board, and Leisure Advisory Board recommended approval of the name change. He noted that the City Commission expressed support for the department name change; and
- Recommendation to maintain a Policy regarding the Birthplace of Speed Museum concept.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-14

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET ("THE BARBIE HOUSE") FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a public hearing to consider a request by Donna J. Barbie, property owner, to remove 63 Seville Street from the City of Ormond Beach's Historic Landmarks List of the city's Land Development Code (LDC). In accordance with the Designation Procedures of Section 2-71(c)(1)(i) of the LDC, any request to remove a historic landmark for the Ormond Beach Historic Landmark's List shall follow similar procedures as a request to place a landmark on the said list. As such, removal of a landmark property from the Landmark's List requires adoption of a Land Development Code amendment as an ordinance approved by the City Commission.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

Businesses are required to install and maintain landscaping on their properties. Failure to maintain existing landscaping can result in a replacement of landscaping material.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an ordinance regarding the Land Development Code sought by a property owner to remove the property at 63 Seville Street from the City of Ormond Beach's Historic Landmarks List.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an ordinance regarding the Land Development Code sought by a property owner to remove the property at 63 Seville Street from the City of Ormond Beach's Historic Landmarks List.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an ordinance regarding the Land Development Code sought by a property owner to remove the property at 63 Seville Street from the City of Ormond Beach's Historic Landmarks List.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 7.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-15
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	1005 North US Highway 1, Annexation		
Summary:	This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1. 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 "Low Intensity Commercial" and a City zoning designation of B-8, Commercial. There is an existing force main and water line on the west side of U.S. Highway 1 to serve the property.		
Financial Impact:	None		
Citizen Impact:	There is no citizen impact anticipated by this annexation because the property is already within the ISBA with City land use and zoning. Future development will undergo a site plan process with review by the Site Plan Review Committee.		
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission approve the annexation of approximately 0.98 acres located at 1005 North U.S. Highway 1, based on the following: 1. The property is within the Interlocal Service Boundary Agreement area; 2. The subject property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities 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 southeast and northwest property boundaries.						
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341						
Attachments:	1. 25-15 1005 N US1 Annexation (P25-0027G) 2. Exhibit A, 1005 N US HWY 1, Survey 3. Exhibit B, 1005 N US HWY 1 - Annexation Application 4. 1005 N US Hwy 1, Maps 5. Ordinance BIE, LDC Amendment, 1005 N US 1, Annexation						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>3/14/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>3/18/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>3/19/2025</td> </tr> </table>	Kelly McGuire, Finance Director	3/14/2025	Claire Whitley/Shawn Finley, Assistant City Manager	3/18/2025	Joyce Shanahan, City Manager	3/19/2025
Kelly McGuire, Finance Director	3/14/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	3/18/2025						
Joyce Shanahan, City Manager	3/19/2025						

ORDINANCE NO. 2025-15

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; 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, T.S. Outdoor Properties LLC, a Florida Limited Liability Company (the “Property Owner”), is the owner of a parcel 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, the Property to be annexed consists of approximately 0.98 acres (Parcel ID No.: 4238-01-29-0020) and is located at 1005 North U.S. Highway 1, Ormond Beach, Florida; and

WHEREAS, the Property Owner has 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 is attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) establishing a Municipal Service Area (“MSA”) and Joint Planning and Services Delivery Area (“JPA”) for the U.S. Highway 1 North Corridor, with the County of

Volusia on August 19, 2014, effective August 28, 2014, (recorded at Book 7026, beginning on Page 876, 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, beginning on Page 4680, 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, beginning on Page 1974, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach renewed the Interlocal Service Boundary Agreement with the County of Volusia for an additional ten-year period (extended to August 28, 2034) on June 4, 2024, effective August 28, 2024, (recorded at Book 8601, beginning on Page 1751, 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 area of the County shall be conditioned upon the annexation of the property as provided by an interlocal agreement with another governmental entity; 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(d) 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 annexation authority in accordance with the Interlocal Service Boundary Agreement, the City's utility connection policy, and applicable statutes to annex the properties; 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 owner of the Property to be annexed at the time the petition was submitted to the City;
- (b) T.S. Outdoor Properties LLC, a Florida Limited Liability Company, is the owner 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(d) 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) The City and County entered into an Interlocal Service Boundary Agreement which has been recorded in Book 7026 at Page 876, and as amended in Book 7758 at Page 4680, and as amended in Book 8228 at Page 1974, and as renewed in Book 8601 at Page 1751, inclusive of the public records of Volusia County, Florida;
- (e) The annexation of the Property 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(d) 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);
- (f) The Property is in the Municipal Service Area and the City Commission desires to annex the property in accordance with the ISBA, the City's utility connection policy, and applicable statutory requirements.

SECTION TWO. The Property described and depicted in Exhibit "A" is 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.

SECTION THREE. Upon the effective date of the annexation of the Property, and except as may be otherwise provided by law, the Property 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 April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 15th day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION: (AS FURNISHED)

THAT PART OF LOTS 29 AND 30 OF THE GEORGE ANDERSON GRANT, SECTION 38, TOWNSHIP 14 SOUTH, RANGE 31 AND 32 EAST, ACCORDING TO MAP IN MAP BOOK 1, PAGE 108, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF STATE ROAD #4, A DISTANCE OF 618.8 FEET NORTHERLY FROM THE NORTH END OF A CONCRETE BRIDGE SPANNING TOMOKA RIVER ON STATE ROAD #4; THENCE IN THE DIRECTION NORTH 49 DEGREES EAST A DISTANCE OF 50 FEET TO A STAKE ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD #4, THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING IN THE SAME DIRECTION NORTH 49 DEGREES EAST A DISTANCE OF 267.8 FEET TO A POINT ON THE WESTERLY BANK OF THE TOMOKA RIVER; THENCE IN A DIRECTION NORTH 1 DEGREE 26 MINUTES EAST ALONG THE WESTERLY BANK OF SAID TOMOKA RIVER A DISTANCE OF 189.8 FEET TO A POINT; THENCE IN A DIRECTION SOUTH 49 DEGREES WEST AND PARALLEL TO FIRST MENTIONED LINE A DISTANCE OF 128 FEET TO A STAKE AT THE SOUTHEAST CORNER OF AN OLD HOUSE; THENCE CONTINUING IN THE SAME DIRECTION 49 DEGREES WEST AND STILL PARALLEL TO THE FIRST MENTIONED LINE A DISTANCE OF 268 FEET TO A STAKE ON THE EASTERLY LINE OF STATE ROAD #4; THENCE IN A DIRECTION SOUTH 41 DEGREES EAST ALONG THE EASTERLY LINE OF STATE ROAD #4 A DISTANCE OF 140 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, EXCEPT THEREFROM THAT PART USED FOR THE WIDENING OF STATE ROAD #4, OR US HIGHWAY #1., ALL LYING AND BEING IN VOLUSIA COUNTY, FLORIDA.

EXHIBIT "A"

Boundary Survey

PARCEL ID#
32-13-42-0000-0220

TOMOKA
RIVER

PARCEL ID#
32-13-42-0000-0220

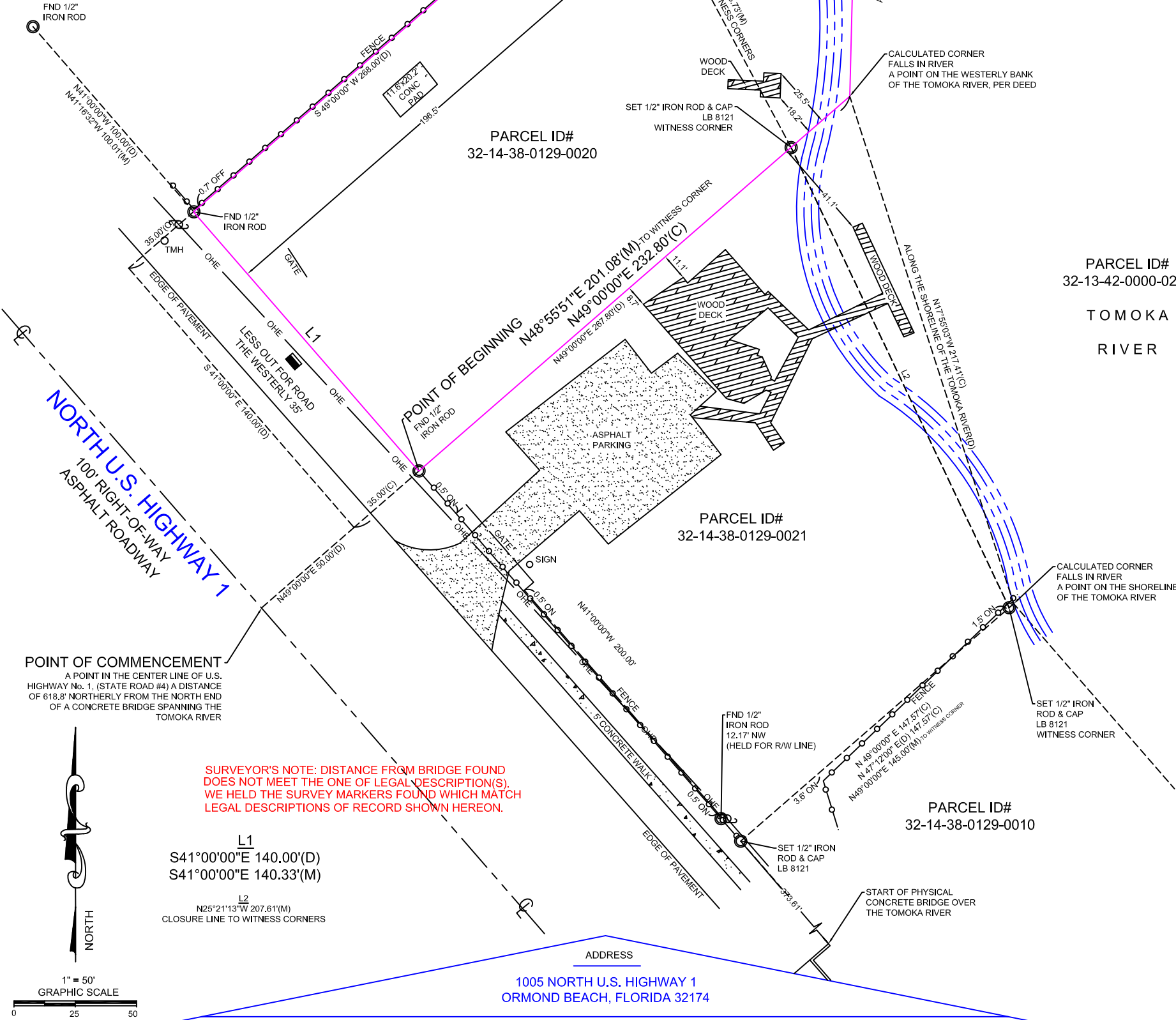
TOMOKA
RIVER

PARCEL ID#
32-14-38-0129-0010

PARCEL ID#
32-14-38-0129-0021

PARCEL ID#
32-14-38-0129-0020

PARCEL ID#
32-14-38-0129-0030



BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE EAST R/W LINE OF NORTH U.S. HIGHWAY 1, BEING S 41°00'00" E PER DEED.

LIST OF POSSIBLE ENCROACHMENTS: FENCES AS SHOWN

DLS #: D24-08-0107
CLIENT #:
FIELD DATE: 09/10/2024
DRAFTER: DJC
APPROVED: BHH

CERTIFIED TO: (AS FURNISHED)

LINDA CASTRO

NOTES

1. Abutting properties have not been researched for gaps, overlaps, and/or hiatus
2. In compliance with F.A.C. 61G17-6.0031-4-E, if location of easements or rights-of-way of record, other than those on recorded plats, is required, this information must be furnished to the surveyor and mapper
3. Fence ownership is not determined
4. No underground improvements or structures were located by this survey, unless otherwise noted
5. This survey should not be used for construction purposes
6. Any septic tank or drainfield locations (if found) are approximate
7. Property lines and/or improvements shown were physically located by field survey
8. Monuments found or set are shown
9. Calculated lines and information are noted by (C)
10. Computations of lines and/or data not found are shown as (C)
11. Accuracies obtained in this survey are greater than (rural) 1' in 5000', (suburban) 1' in 7500', (commercial) 1' in 10,000'
12. Prior to survey, information obtained was legal description provided by client or from publicly published county tax collector site, recorded plats and/or section corner records, if applicable
13. If only a digital survey copy is required, a survey report will be placed in file. The digital survey is not full and complete without the survey report file.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

LEGEND

- | | | | |
|------|----------------------------|-----|--------------------------------|
| A/C | - Air Conditioner | P | - Plat |
| C | - Calculated | PB | - Plat Book |
| CL | - Centerline | PC | - Point of Curvature |
| CB | - Concrete Block | PI | - Point of Intersection |
| CM | - Concrete Monument | POB | - Point of Beginning |
| CONC | - Concrete | POC | - Point of Commencement |
| COV | - Covered | PP | - Power Pole |
| D | - Description | PRC | - Point of Reverse Curvature |
| DE | - Drainage Easement | PRM | - Permanent Reference Monument |
| DUE | - Drainage & Utility Esmt | R | - Radius |
| D/W | - Driveway | RAD | - Radial |
| ESMT | - Easement | R&C | - Rebar & Cap |
| FFE | - Finished Floor Elevation | TMH | - Telephone Manhole |
| FND | - Found | UE | - Utility Easement |
| IP | - Iron Pipe | WM | - Water Meter |
| L | - Length (Arc) | Δ | - Delta (Central Angle) |
| M | - Measured | - | - Wood/PVC Fence |
| N&D | - Nail & Disk | - | - Chain Link Fence |
| NR | - Non-Radial | - | - Wood Power Pole |
| OHE | - Overhead Utility Line | - | - Storm Drain Inlet |
| ORB | - Official Records Book | | |



FOR ALL INQUIRIES CONTACT:
Deal Land Surveying, LLC
804 S French Avenue
Sanford, FL 32771
407-878-3796
INFO@deallandsurveying.com

FLOOD ZONE INFORMATION

(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, FLOOD ZONE AE, 100 YEAR FLOODPLAIN, NO BASE FLOOD ELEVATION AND FLOOD ZONE X500, 500 YEAR FLOODPLAIN, NO BASE FLOOD ELEVATION PER F.I.R.M. PANEL NUMBER 12127C 0211K LAST REVISION DATE 08/07/2018

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 472.027 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO THE FLORIDA STATUTES SECTION 54-17.062.2 AND 54-17.062.3 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE SIGNED: 09/17/2024

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BILL H. HYATT, LS 4636, ON THIS DATE 09/13/2024 SURVEYOR'S NAME: BILL H. HYATT LS 4636



DEAL LAND SURVEYING, LLC LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION



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 / Annexation Agreement	*Complete fee sheet (page 3)
Project Name:	Ormond Tiny House	
Project Address:	1005 N US HWY 1, ORMOND BEACH 32174	
Volusia County parcel number(s):	423801290020	
Description:	W 200 FT OF E 618.8 FT ON HWY W OF HWY BRIDGE LYING BETWEEN HWY & RIVER & IN LOTS 29 & 30 TOMOKA MB 1 PG 108 G ANDERSON GRANT EXC PART IN HWY PER OR 3232 PG 0700 & PER OR 5461 PG 0	
Pre-application date:		Pre-application waiver granted:

PROJECT COORDINATOR

Name:	Dana Greenwood
Address:	
City, State, Zip code:	
Telephone:	904-599-7093
E-mail:	dlggreenwood@gmail.com

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	John Regan / T S OUTDOOR PROPERTIES LLC		
Address:	945 Blackwelder Rd De Leon Springs, FL 32110		
City, State, Zip code:			
Telephone:	386-451-2225		
E-mail:	johnr@dermacarefl.com		

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:	Linda Castro	E-mail:	lindatherealtor@b@gmail.com
Name:	Roger Yarborough	E-mail:	texaslongshot@hotmail.com
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 foregoing instrument was acknowledged before me this 3 day of February, 2025, by JOHN REGAN as owner (title*) for Property (name of corporation*), who () provided identification, or () who is personally known to me.



Notary Public, State of Florida

My Commission Expires: 5/22/2026

* 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

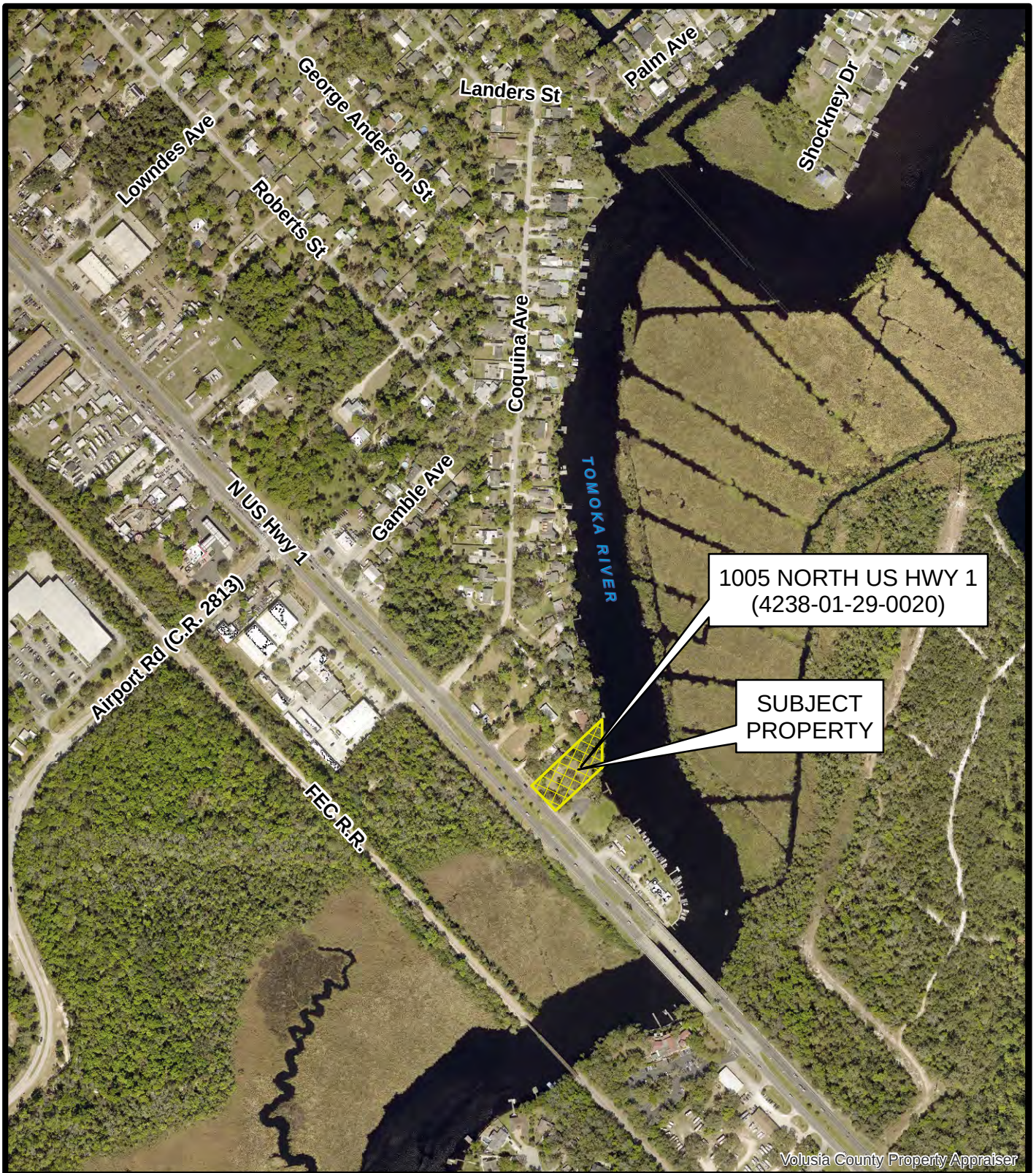
(386) 676-3238

www.ormondbeach.orgcomdev@ormondbeach.org**INSTRUCTIONS**

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

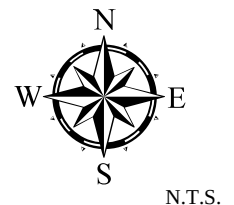
PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

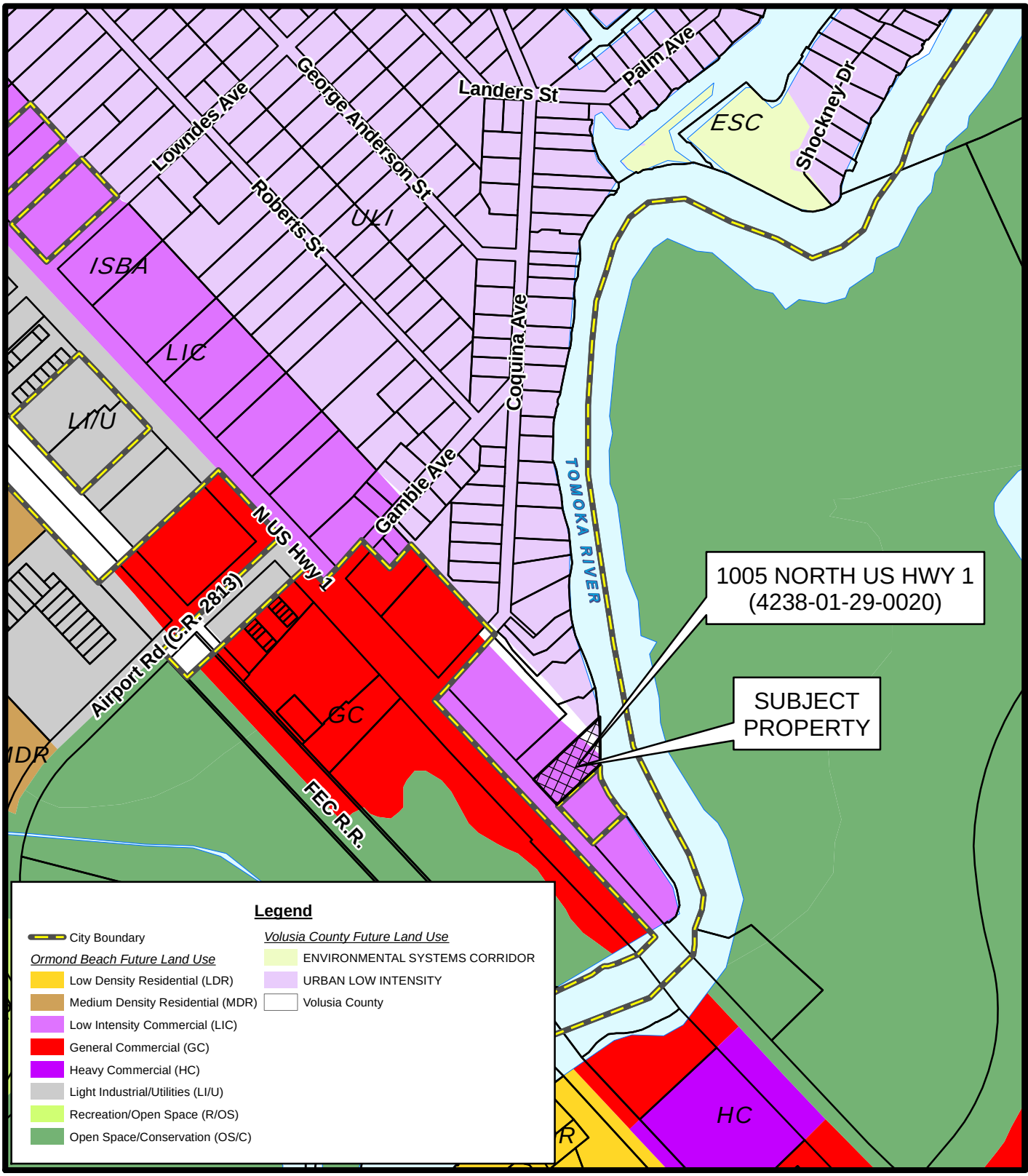
Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☒	Annexation	No fee	No fee	No fee
☒	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				0.00



AERIAL MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

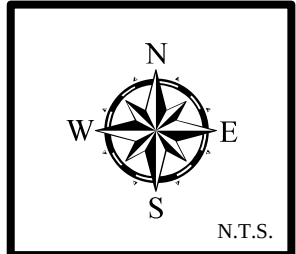
Prepared By: The City of Ormond Beach
 G.I.S. Department - February 27, 2025

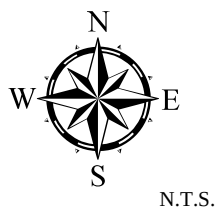
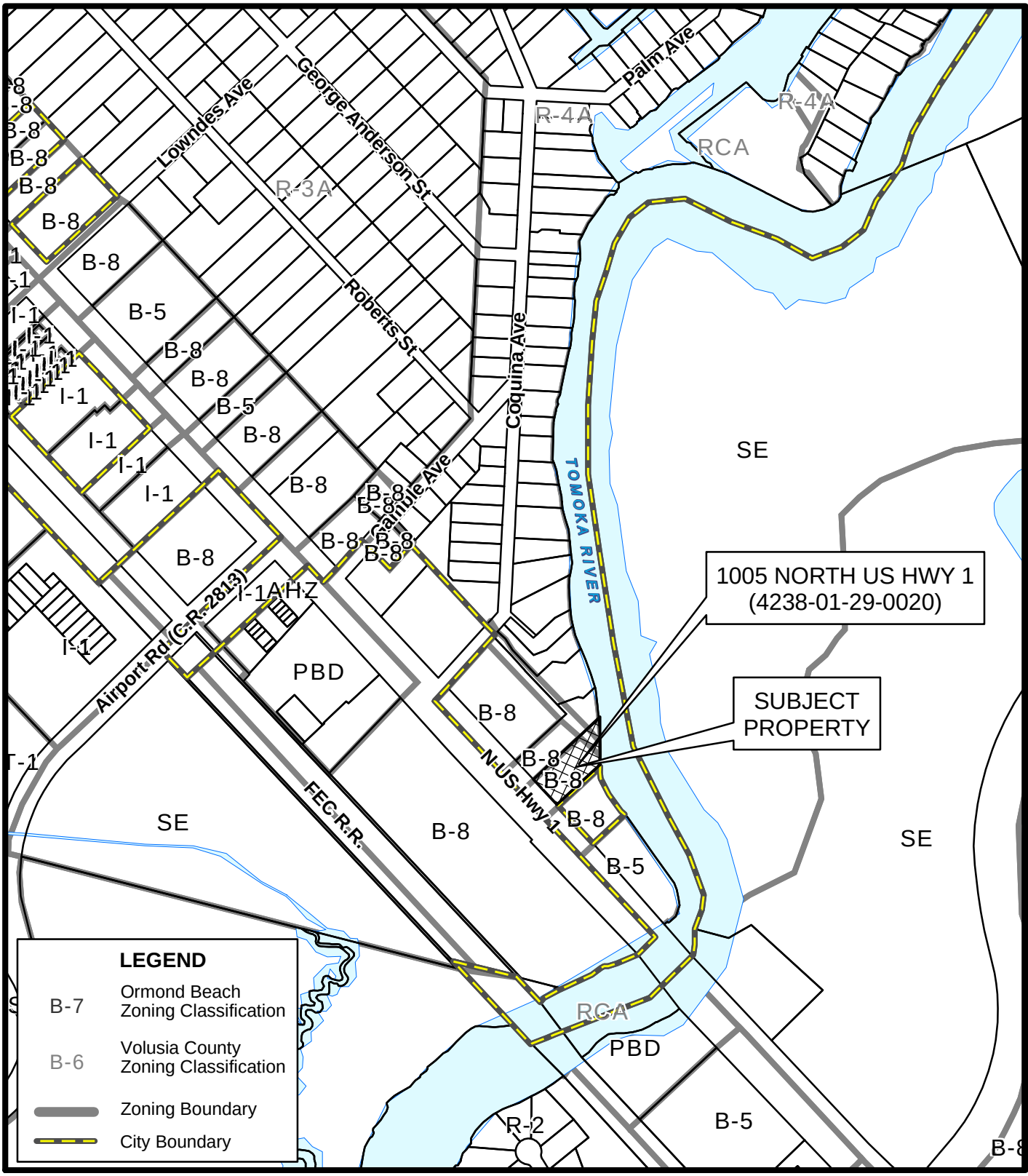


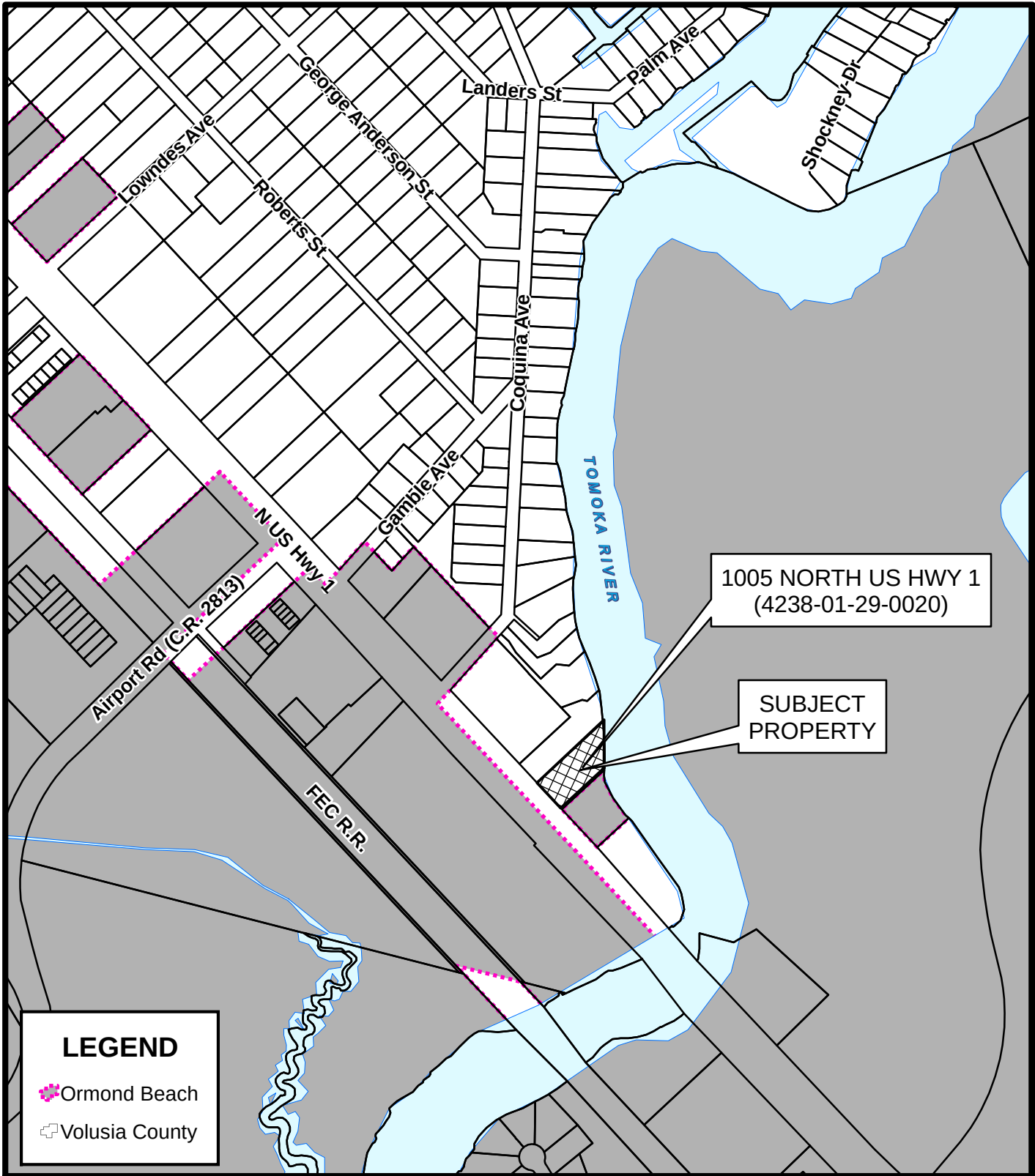


FUTURE LAND USE MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 27, 2025

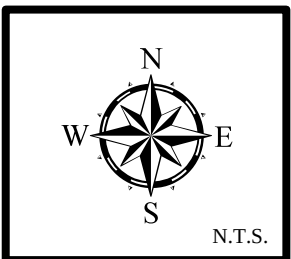


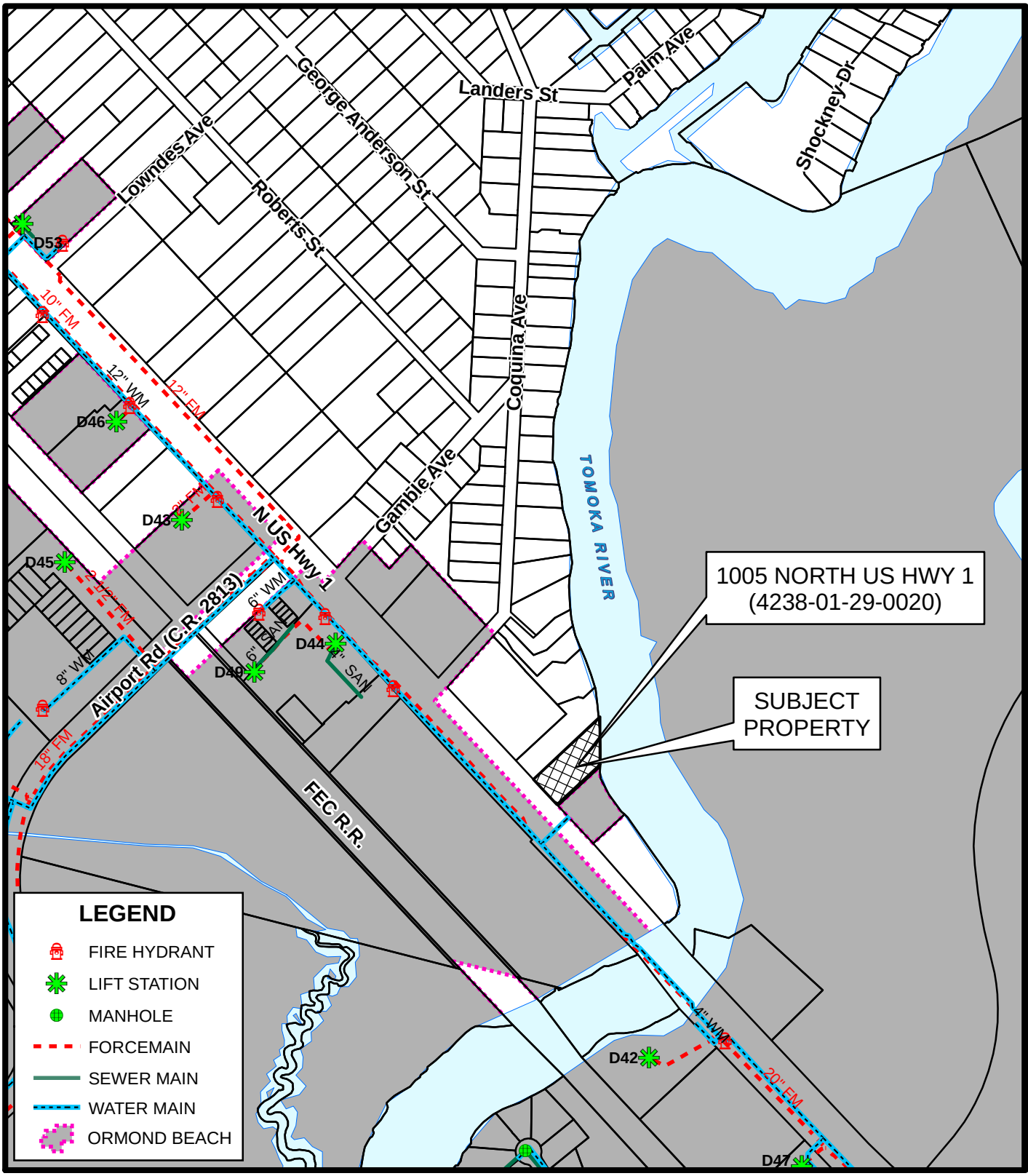




LOCATION MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

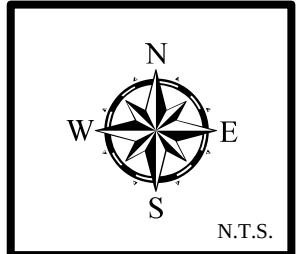
Prepared By: The City of Ormond Beach
G.I.S. Department - February 27, 2025





UTILITIES MAP
1005 NORTH US HWY 1
(4238-01-29-0020)

Prepared By: The City of Ormond Beach
 G.I.S. Department - February 27, 2025





Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-15

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is a voluntary request for an annexation submitted by the property owner, TS Outdoor Properties, LLC, for approximately 0.98 acres located at 1005 North U.S. Highway 1.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 8.A

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	Res./Ord. No:	2025-16
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Update to City's Purchasing Ordinance		
Summary:	This is a request to modify the City's Purchasing Ordinance to increase the threshold for formal bidding and approval from \$25,000 to \$75,000.00. This threshold was last modified in 1994, despite the significant increases in the cost of living as determined by the Bureau of Labor Statistics. Currently, the majority of the City's purchases require staff to follow the formal bidding and approval process, which generally takes several months to complete. This delay creates efficiency issues in obtaining commodities and services in a timely manner. Increasing the threshold will help staff expedite purchases such as: replacement vehicles, building repairs/maintenance, immediate water/wastewater plant infrastructure repairs, public safety equipment, and a variety of other services and commodities that routinely exceed \$25,000. While staff recognize this is a notable increase, measures will be in place to ensure the competitive nature of government procurement will be followed. Any expenditure between \$25,000 and \$75,000.00 shall require procurement through one of the following methods: 1. Solicitation of quotes through the City's procurement portal for a period of no less than 10 days. 2. Piggybacking of another municipality upon the approval of the Finance Director or designee. 3. Use of an active continuing contract which was entered into by way of a formal bid or RFP and was awarded with City Commission approval.		

	4. Any other means which clearly demonstrates and documents an active attempt to provide competition and obtain the lowest cost with the approval of the Finance Director or designee. Staff did a survey of the local area municipalities' purchasing threshold and the results ranged from Daytona Beach at a level of \$25,000 to Port Orange at a level of \$100,000. This request also increases the Risk Management programs claims committee authorization limit to settle claims to \$75,000.00. This revised threshold should ensure the City does not need to revisit an increase for the coming years.						
Financial Impact:	There is no direct financial impact related to this request. However, there should be a savings attributed to operating at a higher level of efficiency.						
Citizen Impact:	Modification of the purchasing ordinance will allow for greater efficiency in purchasing needed goods and services to serve the community.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the proposed purchasing ordinance amendments.						
Staff Contact:	Chris Byle, Assistant Finance Director, (386) 676-3206						
Attachments:	1. 25-16 Purchasing Code Amendment (P25-0019G)						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>3/6/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>3/7/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>3/14/2025</td> </tr> </table>	Kelly McGuire, Finance Director	3/6/2025	Claire Whitley/Shawn Finley, Assistant City Manager	3/7/2025	Joyce Shanahan, City Manager	3/14/2025
Kelly McGuire, Finance Director	3/6/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	3/7/2025						
Joyce Shanahan, City Manager	3/14/2025						

ORDINANCE NO. 2025-16

AN ORDINANCE AMENDING THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-300, Methods of source selection, of Division 3, Purchasing, of Article IX, Financial Matters, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-300. - Methods of source selection.

- (a) *Competitive sealed bidding.*
 - (1) *Conditions for use.* All contracts of the city involving a purchase in excess of \$275,000.00 shall be awarded by competitive sealed bidding, except as otherwise provided in subsections (b) through (g) and (i) of this section.
 - (2) - (9) *(no change to existing text)*
- (b) *(no change to existing text)*
- (c) *Contracting for professional services governed by the Consultants' Competitive Negotiations Act ("the Act").*

(1) *(no change to existing text)*

(2) Professional services required for any project which is within the scope of a continuing contract between the city and a service provider, which services are included within the scope of the Act, shall be procured in accordance with the following procedure:

- a. The department head in charge of the project for which such services are required shall determine which of the service providers then under continuing contract with the city are potentially capable of providing the required services.
- b. Such department head shall then request each such provider to submit a proposed scope of services and a fee quotation therefor.
- c. Such department head shall, with such assistance as he deems necessary, review the proposals received; in the event he determines it to be in the overall best interest of the city he may, prior to completing his review, enter into negotiations with any service provider, as aforescribed, which has submitted a proposal with respect to the proposed scope of services, the proposed fee, or both, in order to have the project completed in the most efficient and economical manner possible; upon the conclusion of any such negotiations, he shall complete his review of the proposals.
- d. Upon completion of his review of the proposals, such department head shall prepare and submit to the city manager his recommendation as to which of the aforescribed service providers should, in his professional judgment, receive authorization to perform the work required. In making such determination he shall take into account:
 1. The factors set forth in F.S. § 287.055(4)(b), with respect to the service providers then under continuing contract with the city; and
 2. The price for which the services are to be rendered.
- e. If the proposal is for \$275,000.00 or less, the city manager is the approving party and shall make the final decision in accordance with subsection (c)(2)f of this section. If the proposal is for more than \$275,000.00, the city manager shall submit his recommendation, together with that of the department head, to the city commission for the final decision thereon.
- f. The approving party shall, giving due consideration to the recommendation and to the overall general welfare of the citizens of the city, determine whether or not to issue the work authorization and, if so, to which of the aforescribed service providers. The decision of the approving party shall be final, subject only to certiorari review by the circuit court.

(d) *(no change to existing text)*

(e) *Contracting for designated professional services.*

(1) - (2) *(no change to existing text)*

(3) *Current contracts.* No continuing contract between the city and any provider of professional services within the scope of this subsection (e) and in effect at the time of its adoption shall be impaired by its adoption; provided, however, that no expenditure thereunder which is in excess of \$275,000.00 shall be made until it has first been approved by the city commission.

(4) *Contract document.* Every procurement of professional services in accordance herewith, the cost of which shall exceed \$275,000.00, shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services.

(5) *(no change to existing text)*

(f) *Small purchases.*

(1) *General.*

a. Any contract or expenditure, except as otherwise provided in this division, exceeding \$275,000.00, shall be approved by resolution duly adopted by the city commission.

b. Any expenditure between \$25,000.00 and \$75,000.00 shall require procurement through one of the following methods:

i. Solicitation of quotes through the City's procurement portal for a period of no less than 10 days.

ii. Piggybacking of another municipality upon the approval of the Finance Director or designee.

iii. Use of an active continuing contract which was entered into by way of a formal bid or RFP and was awarded with City Commission approval.

iv. Any other means which clearly demonstrates and documents an active attempt to provide competition and obtain the lowest cost with the approval of the Finance Director or designee.

~~b~~c. Any expenditure not exceeding \$25,000.00 may be made in accordance with the small purchase procedures. Expenditures shall not be divided to constitute a small purchase.

(2) - (3) *(no change to existing text)*

(g) - (j) *(no change to existing text)*

SECTION TWO. Section 2-313, Payment of claims, of Division 4, Risk Management Program, of Article IX, Financial Matters, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-313. Payment of claims.

The mayor and the city manager shall be authorized to pay any claim which has been presented in writing, reviewed by the claims committee and settlement thereof recommended by a majority vote of the committee members present and voting; provided, however, that if the amount of the settlement is in excess of ~~\$25,000.00~~ \$75,000.00, no payment shall be made until the recommendation has been ratified and approved by the city commission.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 1st day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 15th
day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

April 1, 2025 - City Commission

Number: 9.A

Section:	STAFF ACTION ITEMS		
Item Category:	Staff Action	Res./Ord. No:	
Strategic Goal:	Public Safety - Other		
Department:	City Manager		
Subject:	North Halifax Drive Safety Study		
Summary:	On August 20, 2024, the City Commission approved a work authorization for a corridor safety study for North Halifax Drive with City continuing contract consultant Burgess & Niple (B & N). B & N were tasked with looking at the 2-mile corridor, reviewing existing conditions and driver behavior with regards to speed-related safety issues along the corridor, potential cut-through traffic from SR A1A, as well as an evaluation of the corridor's operation and safety to determine any additional improvements, including the evaluation of All-Way Stop-Controlled (AWSC) at multiple intersections. B & N has provided a report that includes a review of existing conditions, vehicle, pedestrian and bicycle counts, crash analysis, qualitative assessment, and recommendations. In their report, B & N identified a number of possible short-term improvements as well as some long-term improvements. The short-term items are low-cost, easily implementable actions that can immediately address deficiencies. Staff conducted a separate City Commission workshop prior to this meeting to thoroughly review the study with the City Commission, answer any questions, and discuss preferred solutions. The improvements presented in the study are summarized below: Short-Term Improvement Options Include: • Replace the existing centerline yellow pavement markings with double-yellow pavement markings to restrict passing from Oceanside Golf Course to Ellicot Drive, as recommended in the No Pass Zone analysis. • Replace certain existing speed limit signs with Solar-Powered Electronic Speed Feedback Signs. • Signage improvements throughout the corridor		

	• Install retroreflective sheeting on the poles of the existing STOP (R1-1) signs and the existing warning signs along the corridor. • Convert the Amsden Road and Standish Drive intersections to All-Way Stop-Controlled (AWSC). • Install high-emphasis crosswalk pavement markings at the Neptune Avenue intersection. Replace the existing crosswalk pavement markings with high-emphasis crosswalk pavement markings at the Standish Drive, Ann Rustin Drive, and Banyan Drive intersections. • Install crosswalk pavement markings at all side street intersections. • Install speed limit pavement messages along the corridor. Long-Term Improvement Options include: • Install a 6-ft wide median at the northbound and southbound approaches to create a lane shift at the AWSC intersections: Neptune Avenue, Amsden Road, and Standish Drive. The 6-ft median should also serve as a pedestrian refuge. • Replace the existing pedestrian crossing (W11-2) signs near Ann Rustin Drive and Banyan Drive with W11-2 signs with Solar-Powered Rectangular Rapid Flashing Beacons (RRFB). • Replace the existing northbound CURVE AHEAD (W1-1) sign and flashing beacon between Ann Rustin Drive and St Annes Circle with a Dynamic Curve Ahead Warning Sign. The Dynamic Curve Ahead Warning Sign will flash when the speed of the approaching vehicles is too fast for the curve. Staff has included a number of the short-term improvements in this year's roadway resurfacing plan; long term improvements will be addressed in future budgets as directed by the Commission.
Financial Impact:	Sufficient funding is included in the FY 2024-25 budget, Fund 308-Transportation Fund for the short-term projects included in the roadway resurfacing plan.
Citizen Impact:	Safe roadways are critical to the safety of all residents. These improvements will address the concerns of residents traveling on North Halifax Drive.
Recommended Action (Staff, Advisory Board and/or Other):	Staff will implement the improvements in the North Halifax Corridor Safety study as directed by the City Commission.
Staff Contact:	Shawn Finley, Assistant City Manager, (386) 676-3292
Attachments:	1. HalifaxDrive_Report

Approval:	Kelly McGuire, Finance Director	3/14/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	3/22/2025
	Joyce Shanahan, City Manager	3/28/2025

North Halifax Drive Corridor Study

From SR 40 (Granada Boulevard) to
John Anderson Drive
Ormond Beach, Florida

The findings and recommendations in this document are provided for discussion purposes only. This document is not yet complete, and the process of acquiring relevant data is on-going.

DECEMBER 2024



PREPARED FOR:



CITY OF ORMOND BEACH
PUBLIC WORKS DEPARTMENT
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32714

PROFESSIONAL ENGINEER:

CLAUDIO FIGUEROA, PE, PTOE
PE NUMBER: 90174

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EXECUTIVE SUMMARY

The City of Ormond Beach Public Works has retained Burgess & Niple, Inc. (B&N) to conduct a Corridor Study along North Halifax Drive in Ormond Beach, Volusia County, Florida. The approximately 2-mile study segment of North Halifax Drive is a north-south-oriented facility parallel to SR A1A (Ocean Shore Boulevard), connecting residential communities east of the Halifax River in Ormond Beach.

The study was initiated due to concerns from residents regarding speed-related safety issues along the North Halifax Drive corridor and potential cut-through traffic from SR A1A. The City is looking to evaluate the corridor's operation and safety to determine any additional improvements, including the evaluation of All-Way Stop-Controlled (AWSC) at multiple intersections. This report includes a review of existing conditions, vehicle, pedestrian and bicycle counts, crash analysis, qualitative assessment, and recommendations.

The proposed improvements target safety and operational issues within the study corridor. The study's recommendations were developed to address the key issues identified in the analysis. These include measures to improve safety, manage vehicle speeds, and enhance intersection operations based on the No-Passing Zone Analysis, All-Way Stop Control Warrant Analysis, Speed Study, and Crash Analysis findings. The recommended improvements are classified as short-term and long-term based on the scope and complexity of the measures involved.

Based on the data collection, field observations, collision analysis, operational analysis, and engineering judgment, the following recommendations were developed:

Short-Term Improvements:

Short-term improvements are low-cost, easily implementable measures designed to target the existing, field-observed deficiencies. These improvements can be constructed using maintenance contracts within a short timeframe. Improvements include:

- Replace the existing centerline yellow pavement markings with double-yellow pavement markings to restrict passing from Oceanside Golf Course to Ellicot Drive, as recommended in the NPZ analysis.
- Replace the existing speed limit signs near Oceanside Golf Course (northbound) and Tanglewood Circle (southbound) with Solar-Powered Electronic Speed Feedback Signs.
- Remove the existing Chevron (W1-8) and install 6 new oversized (24x30) W1-8 signs with the correct 40-ft spacing as recommended in the MUTCD.
- Relocate the southbound STOP AHEAD (W3-1) sign near Neptune Avenue to 150 ft south. Install a new W3-1 sign along the northbound approach of the Neptune Avenue intersection at 350 ft from the stop bar. Install Advance Street Name plaques under the W3-1 signs.
- Install retroreflective sheeting on the poles of the existing STOP (R1-1) signs and the existing warning signs along the corridor.
- Convert the Amsden Road and Standish Drive intersections to All-Way Stop-Controlled (AWSC).
 - Install oversized (36x36) R1-1 signs on both sides of each of the North Halifax Drive approaches.
 - Remove the INTERSECTION WARNING (W2-1) signs near Amsden Road.
 - Install STOP AHEAD (W3-1) signs in the northbound and southbound approaches, 250 ft from the stop bar at the intersections.
- Install high-emphasis crosswalk pavement markings at the Neptune Avenue intersection. Replace the existing crosswalk pavement markings with high-emphasis crosswalk pavement markings at the Standish Drive, Ann Rustin Drive, and Banyan Drive intersections.

- Install crosswalk pavement markings at all side street intersections.
- Install speed limit pavement messages along the corridor.
- Relocate the existing ESFS near Standish Drive to 300' south of the intersection.
- Install Green-Box Sharrows along the corridor.
- Remove the northbound speed limit (R2-1) sign north of St Marks Circle.
- Replace the existing northbound ESFS near Amsden Road.

Long-Term Improvements:

Long-term improvements involve significant measures designed to address underlying safety issues. These improvements include roadway improvements and larger scope improvements.

- Install a midblock pedestrian crossing 360 ft north of SR 40 (Granada Boulevard), near the Publix and the Church driveways. Coordinate with Publix to provide a marked pedestrian connection to the store.
- Install a 6-ft wide median at the northbound and southbound approaches to create a lane shift at the AWSC intersections: Neptune Avenue, Amsden Road, and Standish Drive. The 6-ft median should also serve as a pedestrian refuge.
- Replace the existing pedestrian crossing (W11-2) signs near Ann Rustin Drive and Banyan Drive with W11-2 signs with Solar-Powered Rectangular Rapid Flashing Beacons (RRFB).
- Replace the existing northbound CURVE AHEAD (W1-1) sign and flashing beacon between Ann Rustin Drive and St Annes Circle with a Dynamic Curve Ahead Warning Sign. The Dynamic Curve Ahead Warning Sign will flash when the speed of the approaching vehicles is too fast for the curve.

INTRODUCTION

The City of Ormond Beach Public Works has retained Burgess & Niple, Inc. (B&N) to conduct a Corridor Study along North Halifax Drive in Ormond Beach, Volusia County, Florida. The approximately 2-mile study segment of North Halifax Drive is a north-south-oriented facility parallel to SR A1A (Ocean Shore Boulevard), connecting residential communities east of the Halifax River in Ormond Beach. The roadway is shown in **Figure 1**.

The study was initiated due to concerns from residents regarding speed-related safety issues along the North Halifax Drive corridor and potential cut-through traffic from SR A1A. The City is looking to evaluate the corridor's operation and safety to determine any additional improvements, including the evaluation of All-Way Stop-Controlled (AWSC) at multiple intersections. This report includes a review of existing conditions, vehicle, pedestrian and bicycle counts, crash analysis, qualitative assessment, and recommendations.

The study was conducted following the guidelines and procedures outlined in the latest versions of FDOT's Manual on Uniform Traffic Studies (MUTS), FDOT's Traffic Engineering Manual (TEM), FDOT Design Manual (FDM), FHWA's Manual on Uniform Traffic Control Devices (MUTCD), TRB's Highway Capacity Manual (HCM).

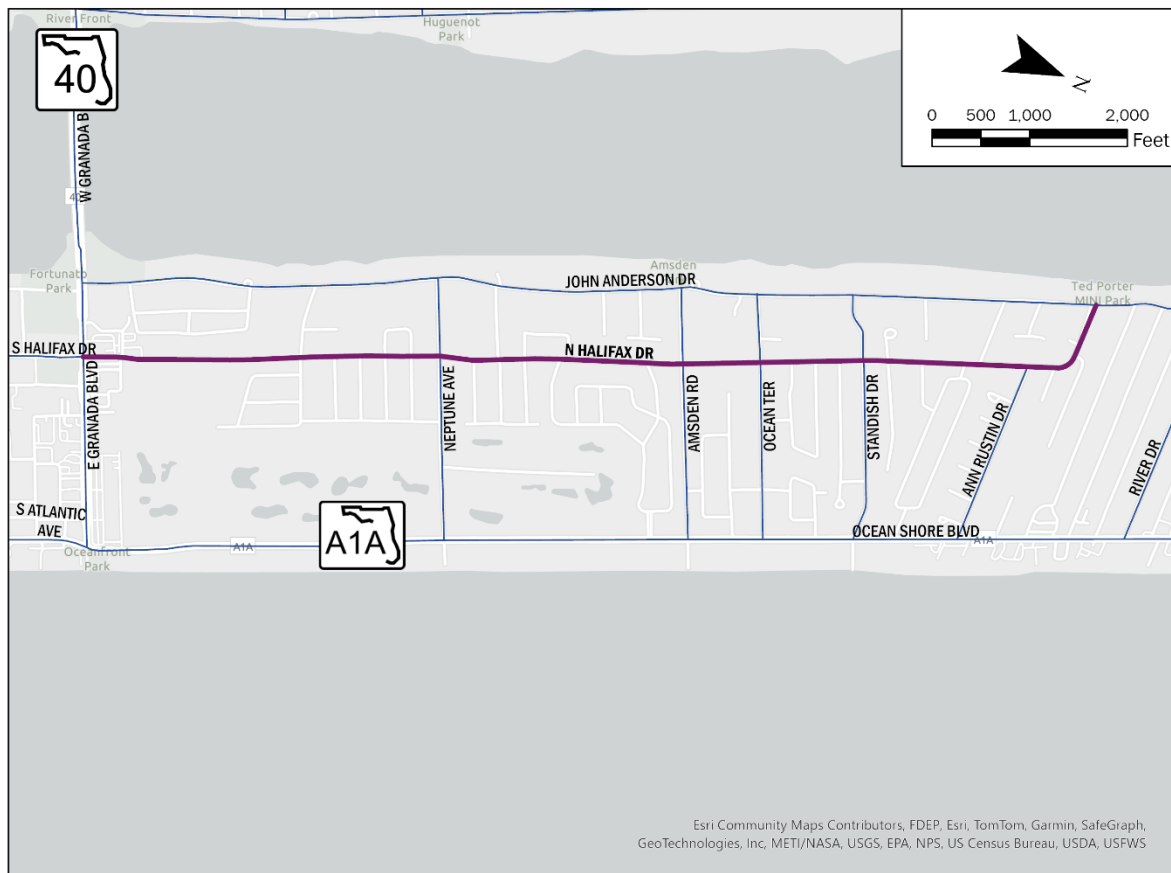


Figure 1: Project Location Map

EXISTING CONDITIONS

The North Halifax Drive corridor is located in the City of Ormond Beach, Volusia County, Florida. **Table 1** below summarizes the existing conditions along the corridor, and a Condition Diagram of the corridor is provided in **Figure 2**.

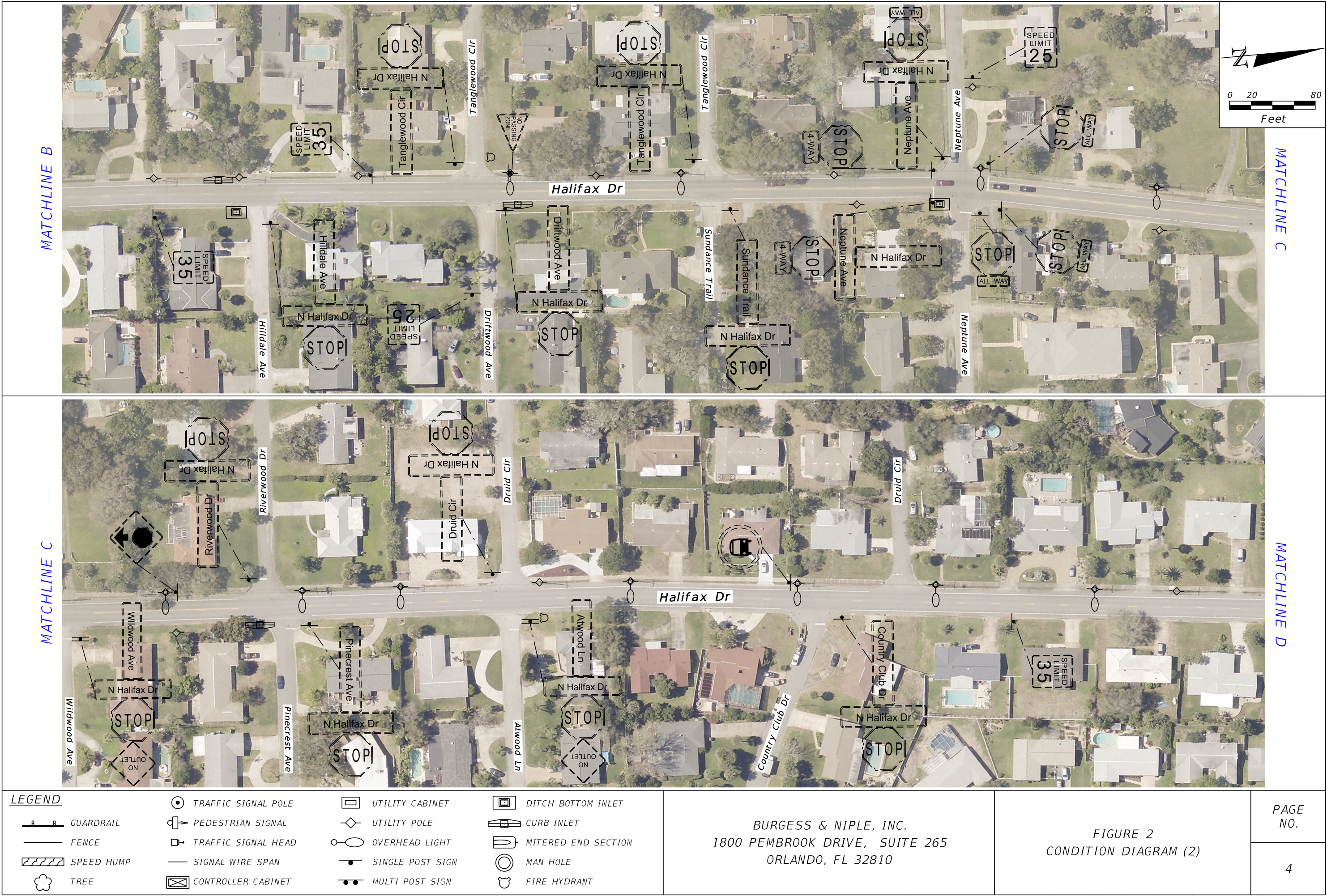
Table 1: Summary of Existing Conditions

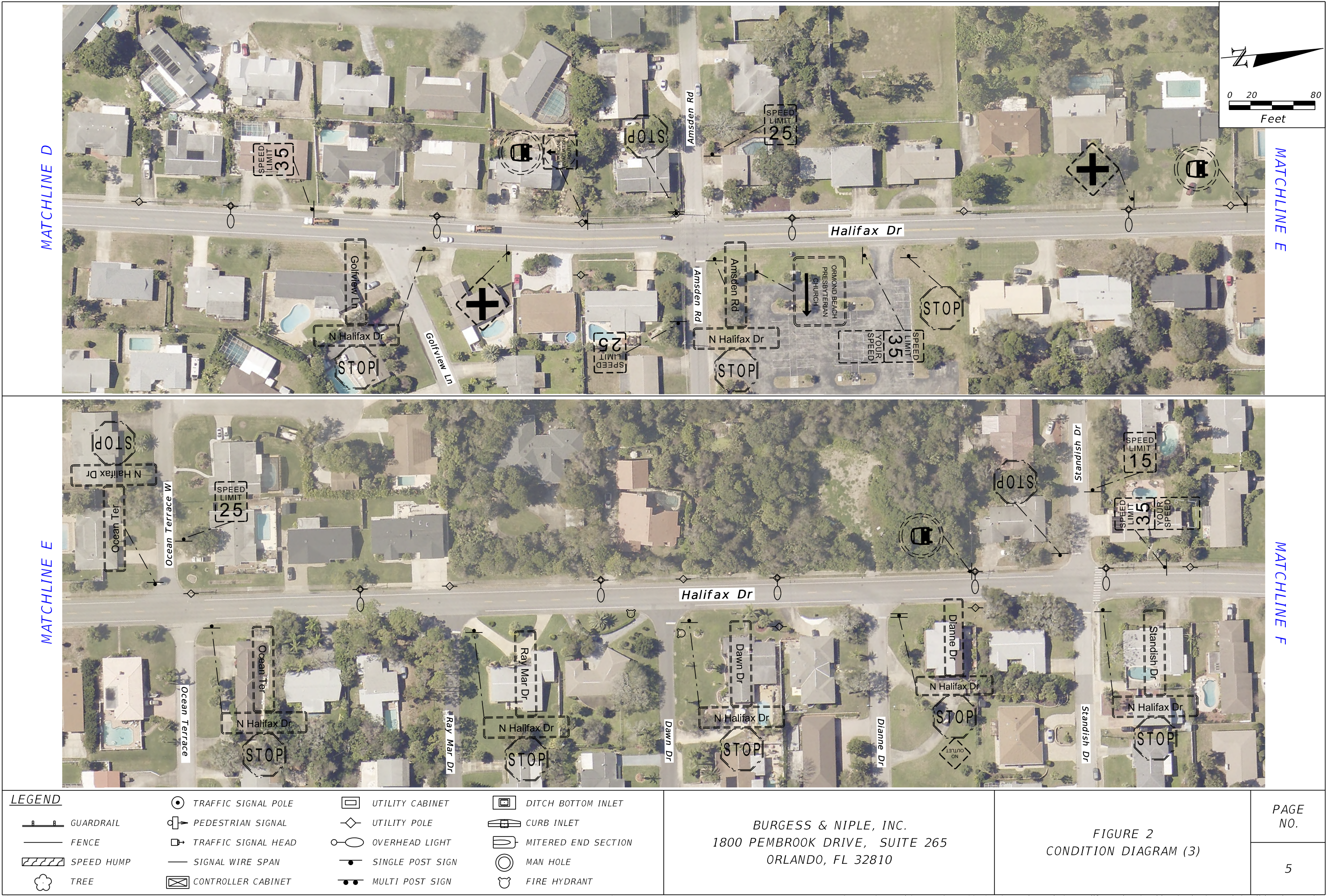
Feature	Description
Major Street	North Halifax Drive
Area Location	Ormond Beach, Volusia County, Florida
Corridor Limits:	North – John Anderson Drive South – SR 40 (Granada Boulevard)
AADT (2023)*	3,400 vehicles per day (vpd)
Percent Trucks*	7.4%
Function	Urban Major Collector
Land Uses Along the Corridor	Mostly residential, with some commercial near SR 40 (Granada Boulevard)
Posted Speed Limit	From John Anderson Drive to Ann Rustin Drive: 25 mph From Ann Rustin Drive to SR 40 (Granada Boulevard): 35 mph
Cross-Section	2-lane (11') undivided roadway with 4' paved shoulder and open drainage. Sidewalks along the west side

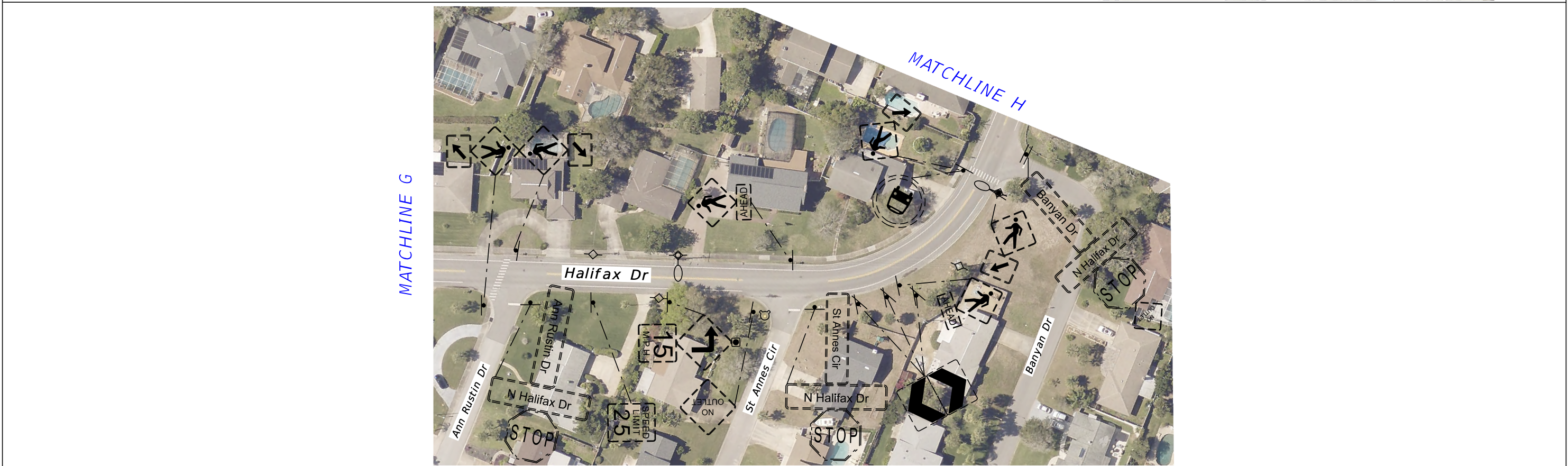
*Source: FDOT Traffic Online, Count Station 797064



LEGEND GUARDRAIL FENCE SPEED HUMP TREE	TRAFFIC SIGNAL POLE PEDESTRIAN SIGNAL TRAFFIC SIGNAL HEAD SIGNAL WIRE SPAN CONTROLLER CABINET	UTILITY CABINET UTILITY POLE OVERHEAD LIGHT SINGLE POST SIGN MULTI POST SIGN	DITCH BOTTOM INLET CURB INLET MITERED END SECTION MAN HOLE FIRE HYDRANT	BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810	FIGURE 2 CONDITION DIAGRAM (1)	PAGE NO.	3
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LEGEND				BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810		FIGURE 2 CONDITION DIAGRAM (4)		PAGE NO.
								6
 GUARDRAIL	 TRAFFIC SIGNAL POLE	 UTILITY CABINET	 DITCH BOTTOM INLET					
 FENCE	 PEDESTRIAN SIGNAL	 UTILITY POLE	 CURB INLET					
 SPEED HUMP	 TRAFFIC SIGNAL HEAD	 OVERHEAD LIGHT	 MITERED END SECTION					
 TREE	 SIGNAL WIRE SPAN	 SINGLE POST SIGN	 MAN HOLE					
	 CONTROLLER CABINET	 MULTI POST SIGN	 FIRE HYDRANT					



LEGEND GUARDRAIL FENCE SPEED HUMP TREE	TRAFFIC SIGNAL POLE PEDESTRIAN SIGNAL TRAFFIC SIGNAL HEAD SIGNAL WIRE SPAN CONTROLLER CABINET	UTILITY CABINET UTILITY POLE OVERHEAD LIGHT SINGLE POST SIGN MULTI POST SIGN	DITCH BOTTOM INLET CURB INLET MITERED END SECTION MAN HOLE FIRE HYDRANT	BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810	FIGURE 2 CONDITION DIAGRAM (4)	PAGE NO. 7
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TRAFFIC DATA

TURNING MOVEMENT COUNTS

Eight-hour Turning Movement Counts (TMC) were collected on Wednesday, September 25, 2024, at three intersections along North Halifax Drive: Amsden Road, Ocean Terrace, and Standish Drive. An average of 1.7% of all vehicles observed at the intersections were trucks. This deviates from the information shown in FDOT's traffic data; however, based on the field observations, it is believed that 1.7% is more accurate for the number of trucks on the corridor. **Tables 2 through 4** and **Figures 3 through 5** show the 8-hour TMC summary and pedestrian and bicycle crossings for the Amsden Road, Ocean Terrace, and Standish Drive intersections, respectively. The detailed 8-hour vehicle and pedestrian counts are included in **Appendix A**.

PEDESTRIAN AND BICYCLE CROSSINGS COUNT

An 8-hour Pedestrian and Bicycle Crossings count was conducted along North Halifax Drive between SR 40 (Granada Boulevard) and the southern entrance to the Unitarian Universalist Congregation on Thursday, October 17, 2024, from 7:00 to 9:00 AM, 11:00 AM to 1:00 PM, and 2:00 PM to 6:00 PM. A total of 60 pedestrians and 9 bicycles crossed North Halifax Drive within the study area, including 20 pedestrians and 8 bicycles completing a midblock crossing near the Publix Driveway. The detailed pedestrian and bicycle crossing count is included in **Appendix B**.

Table 2: Summary of Intersection Turning Movement Counts
[North Halifax Drive & Amsden Road]

TIME	NORTHBOUND					SOUTHBOUND					TOTAL	EASTBOUND					WESTBOUND					TOTAL
BEGIN- END	Halifax Drive					Halifax Drive						Amsden Road					Amsden Road					
	U	L	T	R	TOT	U	L	T	R	TOT		N/S	U	L	T	R	TOT	U	L	T	R	
7 - 8	0	1	127	10	138	0	3	188	0	191	329	0	2	1	1	4	0	15	5	3	23	27
8 - 9	0	3	84	8	95	0	1	175	2	178	273	0	1	4	2	7	0	12	4	0	16	23
11 - 12	0	2	121	16	139	0	3	116	0	119	258	0	2	2	3	7	0	19	9	0	28	35
12 - 1	0	6	140	10	156	0	1	105	0	106	262	0	1	2	2	5	0	10	1	0	11	16
2 - 3	0	2	165	13	180	0	1	155	0	156	336	0	2	6	5	13	0	15	6	3	24	37
3 - 4	0	3	158	15	176	0	1	111	0	112	288	5	0	2	3	10	0	3	4	1	8	18
4 - 5	0	2	175	13	190	0	2	108	0	110	300	0	2	2	1	5	0	15	2	2	19	24
5 - 6	0	1	224	22	247	0	2	93	0	95	342	0	0	1	1	2	0	10	6	1	17	19
TOTAL	0	20	1,194	107	1,321	0	14	1,051	2	1,067	2,388	5	10	20	18	53	0	99	37	10	146	199
% Truck	1.1%					1.9%					-	3.8%					0.0%					-

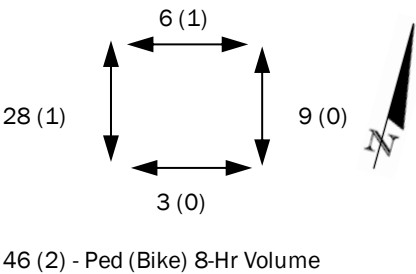
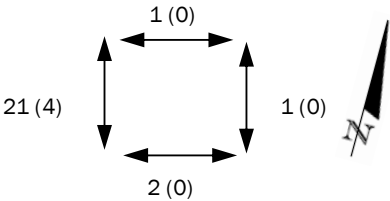


Figure 3: Summary of Pedestrian and Bicycle Movement
[North Halifax Drive & Amsden Road]

Table 3: Summary of Intersection Turning Movement Counts
[North Halifax Drive & Ocean Terrace]

TIME	NORTHBOUND					SOUTHBOUND					TOTAL	EASTBOUND					WESTBOUND					TOTAL
BEGIN- END	Halifax Drive					Halifax Drive						Ocean Terrace					Ocean Terrace					
	U	L	T	R	TOT	U	L	T	R	TOT		N/S	U	L	T	R	TOT	U	L	T	R	
7 - 8	0	0	129	2	131	0	1	178	0	179	310	0	0	0	2	2	0	11	1	1	13	15
8 - 9	0	2	83	5	90	0	1	177	2	180	270	0	0	0	3	3	0	12	0	0	12	15
11 - 12	0	0	117	8	125	0	2	113	1	116	241	0	3	3	5	11	1	3	3	3	10	21
12 - 1	0	2	145	14	161	0	2	96	1	99	260	0	0	4	3	7	0	14	0	1	15	22
2 - 3	0	1	163	11	175	0	0	141	2	143	318	0	0	3	3	6	0	9	0	1	10	16
3 - 4	0	4	140	22	166	0	1	96	0	97	263	0	0	4	4	8	0	0	0	2	2	10
4 - 5	0	3	171	8	182	0	0	101	0	101	283	0	0	5	4	9	0	7	0	1	8	17
5 - 6	0	6	209	13	228	0	1	88	1	90	318	0	0	0	4	4	0	2	0	3	5	9
TOTAL	0	18	1,157	83	1,258	0	8	990	7	1,005	2,263	0	3	19	28	50	1	58	4	12	75	125
% Truck	1.1%					1.9%					-	3.8%					0.0%					-

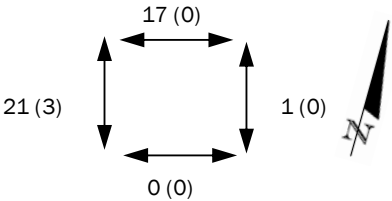


25 (4) - Ped (Bike) 8-Hr Volume

Figure 4: Summary of Pedestrian and Bicycle Movement
[North Halifax Drive & Ocean Terrace]

Table 4: Summary of Intersection Turning Movement Counts
[North Halifax Drive & Standish Drive]

TIME	NORTHBOUND					SOUTHBOUND					TOTAL	EASTBOUND					WESTBOUND					TOTAL
BEGIN- END	Halifax Drive					Halifax Drive						Standish Drive					Standish Drive					
	U	L	T	R	TOT	U	L	T	R	TOT		N/S	U	L	T	R	TOT	U	L	T	R	
7 - 8	0	1	128	1	130	0	1	164	1	166	296	0	1	0	3	4	0	5	0	5	10	14
8 - 9	0	1	79	1	81	0	0	142	1	143	224	0	1	1	6	8	0	6	4	1	11	19
11 - 12	0	2	105	2	109	0	0	96	1	97	206	0	2	2	5	9	0	6	0	1	7	16
12 - 1	0	2	132	2	136	0	1	87	1	89	225	0	3	0	2	5	0	3	0	4	7	12
2 - 3	0	3	147	6	156	0	2	127	2	131	287	0	2	2	5	9	0	5	1	6	12	21
3 - 4	0	3	119	6	128	0	4	85	2	91	219	0	0	0	3	3	0	7	3	2	12	15
4 - 5	0	4	155	4	163	0	0	87	1	88	251	0	2	2	4	8	0	5	1	4	10	18
5 - 6	0	6	188	5	199	0	3	74	1	78	277	0	0	3	4	7	0	4	1	0	5	12
TOTAL	0	22	1,053	27	1,102	0	11	862	10	883	1,985	0	11	10	32	53	0	41	10	23	74	127
% Truck	1.4%					2.4%					-	0.0%					6.8%					-



39 (3) - Ped (Bike) 8-Hr Volume

Figure 5: Summary of Pedestrian and Bicycle Movement
[North Halifax Drive & Standish Drive]

SPOT SPEED STUDY

Vehicle spot speed data were collected for 24 hours starting on Tuesday, October 29, 2024, at five locations along North Halifax Drive by Adams Traffic to assess if changes to the existing speed regulations are needed within the study corridor. The approximate spot speed study locations are shown in **Figure 6**, and a location description of each speed study location is shown in **Table 5**.

Table 5: Summary of Study Locations

Location	Posted Speed (mph)	Location Description
1	35	North Halifax Drive, approx. 100' N of Oceanside Golf Course GPS: 29.293040, -81.046863
2	35	North Halifax Drive, between Hilldale Avenue and Driftwood Avenue GPS: 29.297336, -81.049063
3	35	North Halifax Drive, approx. 150' N of Country Club Drive GPS: 29.303342, -81.051819
4	35	North Halifax Drive, between Ocean Terrace and Ray Mar Drive GPS: 29.307670, -81.053873
5	35	North Halifax Drive, approx. 100' S of Elcot Drive GPS: 29.312573, -81.056203

FDOT's Speed Zoning for Highways, Roads, and Streets in Florida states: "With rounding, the posted speed limit should not differ from the 85th percentile speed or upper limit of the 10-mph pave (whichever is less) by more than 3 mph. Speed limits of more than 8 mph below the 85th percentile speed are not authorized. Speed limit of 4 to 8 mph less than the 85th percentile shall be authorized if supported by a supplemental investigation."

Speed limits should normally be set at or near the prevailing or 85th percentile speed of free-flowing, unimpeded traffic. Artificially lowering speed restrictions from that level does not substantially change actual speeds driven, creates the perception of a speed trap, and generates disrespect for speed zones and other traffic control devices.

Tables 6 through 10 summarize the pertinent statistics for each spot speed study location, while **Table 11** summarizes the speed study results within this report. Additionally, the detailed speed data is included in **Appendix C**.

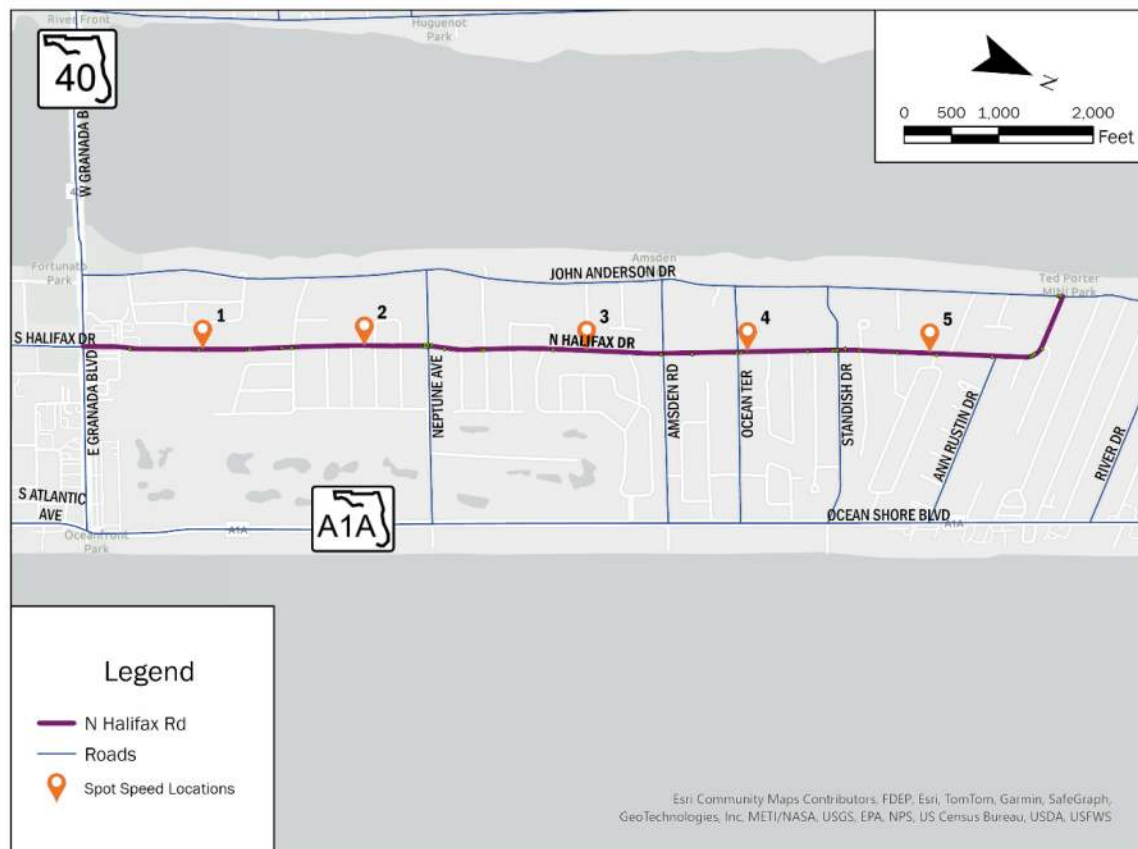


Figure 6: Spot Speed Study Locations

Table 6: Speed Data Summary – Location 1

Speed Data Summary	Northbound	Southbound	Combined
Posted Speed Limit (mph)	35	35	–
85 th Percentile Speed (mph)	41.1	40.4	40.8
10-mph Pace Speed (mph)	31 – 40	31 – 40	31 – 40
Total Vehicles Observed	3,104	2,898	6,002
Speed Range	10 – 60	10 – 60	10 – 60
Number of Vehicles within 10-mph Pace	2,336	2,206	4,542
Percentage of Vehicles within 10-mph Pace	75.3%	76.1%	75.7%
50 th Percentile Speed (mph)	36.9	36.1	36.6
Average Speed (mph)	36.6	35.9	36.2
Percent Compliant Vehicles	31.0%	40.0%	35.4%

Table 7: Speed Data Summary – Location 2

Speed Data Summary	Northbound	Southbound	Combined
Posted Speed Limit (mph)	35	35	–
85 th Percentile Speed (mph)	39.5	39.6	39.6
10-mph Pace Speed (mph)	31 – 40	31 – 40	31 – 40
Total Vehicles Observed	2,854	2,612	5,466
Speed Range	10 – 65	10 – 65	10 – 65
Number of Vehicles within 10-mph Pace	2,208	2,009	4,217
Percentage of Vehicles within 10-mph Pace	77.4%	76.9%	77.1%
50 th Percentile Speed (mph)	35.3	35.3	35.3
Average Speed (mph)	34.9	35.1	35.0
Percent Compliant Vehicles	47.3%	47.4%	47.3%

Table 8: Speed Data Summary – Location 3

Speed Data Summary	Northbound	Southbound	Combined
Posted Speed Limit (mph)	35	35	–
85 th Percentile Speed (mph)	39.8	40.4	40.0
10-mph Pace Speed (mph)	31 – 40	31 – 40	31 – 40
Total Vehicles Observed	2,323	2,165	4,488
Speed Range	5 – 55	10 – 60	5 – 60
Number of Vehicles within 10-mph Pace	1,769	2,165	3,401
Percentage of Vehicles within 10-mph Pace	76.2%	75.4%	75.8%
50 th Percentile Speed (mph)	35.8	36.2	36.0
Average Speed (mph)	35.4	35.9	35.6
Percent Compliant Vehicles	43.3%	39.4%	41.5%

Table 9: Speed Data Summary – Location 4

Speed Data Summary	Northbound	Southbound	Combined
Posted Speed Limit (mph)	35	35	–
85 th Percentile Speed (mph)	40.5	41.2	40.8
10-mph Pace Speed (mph)	31 – 40	31 – 40	31 – 40
Total Vehicles Observed	1,962	1,613	3,575
Speed Range	5 – 60	5 – 60	5 – 60
Number of Vehicles within 10-mph Pace	1,477	1,176	2,653
Percentage of Vehicles within 10-mph Pace	75.3%	72.9%	74.2%
50 th Percentile Speed (mph)	36.3	36.5	36.4
Average Speed (mph)	35.8	36.2	36.0
Percent Compliant Vehicles	37.9%	36.1%	37.1%

Table 10: Speed Data Summary – Location 5

Speed Data Summary	Northbound	Southbound	Combined
Posted Speed Limit (mph)	35	35	–
85 th Percentile Speed (mph)	39.5	39.0	39.3
10-mph Pace Speed (mph)	31 – 40	31 – 40	31 – 40
Total Vehicles Observed	1,746	1,239	2,985
Speed Range	5 – 65	5 – 60	5 – 65
Number of Vehicles within 10-mph Pace	1,290	816	2,106
Percentage of Vehicles within 10-mph Pace	73.9%	65.9%	70.6%
50 th Percentile Speed (mph)	34.8	33.3	34.2
Average Speed (mph)	34.3	32.5	33.5
Percent Compliant Vehicles	51.1%	62.6%	55.9%

Table 11: Summary of Speed Study Results

Location	1			2			3			4			5		
Direction	NB	SB	Combined	NB	SB	Combined	NB	SB	Combined	NB	SB	Combined	NB	SB	Combined
Posted Speed (mph)	35	35	-	35	35	-	35	35	-	35	35	-	35	35	-
85 th Percentile Speed (mph)	41.1	40.4	40.8	39.5	39.6	39.6	39.8	40.4	40.0	40.5	41.2	40.8	39.5	39.0	39.3
Difference	+6.1	+5.4	+5.8	+4.5	+4.6	+4.6	+4.8	+5.4	+5.0	+5.5	+6.2	+5.8	+4.5	+4.0	+4.3
10-mph Pace Speed	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40	31 - 40
Difference	+5	+5	+5	+5	+5	+5	+5	+5	+5	+5	+5	+5	+5	+5	+5
Within Guidelines	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No

CRASH ANALYSIS

As stated in the Speed Zoning Manual, crash data should also be considered when determining the speed limit of a corridor. Multiple factors must be evaluated in equating vehicle speed and crash frequency, including roadway geometrics, traffic volume, and driver behavior. However, vehicle speed is correlated to crash severity. The Speed Zoning Manual states, “Generally, more crashes occur when the speed differential is greatest. Individual speeds at the 85th percentile level are, by definition, the safest speeds for travel.”

Collision data were obtained from January 1, 2014, to December 31, 2023, and screened for non-motorist and fatal crashes through September 30, 2024, from the University of Florida’s Signal 4 Analytics for the North Halifax Drive study segment. A total of 64 crashes were reported in the 10-year study period, averaging 6.4 crashes per year. An overview of the Collision Statistics can be found in **Table 12**, and a heatmap for the total number of crashes and speed-related crashes is shown in **Figure 7**.

Table 12: Collision Statistics

Crash Type	Year Range
	2014 – 2023
Off-Road	16
Head-On	1
Sideswipe	7
Angle/Left Turn	32
Pedestrian	0
Bicycle	1
Right Turn	0
Rear End	7
Total	64
Fatal Crashes (Total Fatalities)	0
Serious Injury Crashes (Total Injuries)	5 (7)
Other Injury Crashes (Total Injuries)	17 (24)
Property Damage Only	42
Day	46
Night	18
Wet	9
Dry	55
Unknown	0
Single Vehicle	17
Multiple Vehicles	47
Not Classified	0
Speed Related Crashes	7
Cross Section	Two-Lane Undivided

A summary of the crashes is listed below:

- **Crash Severity** – No fatal crashes were reported. Five (5) serious (incapacitating) injury crashes were reported along the corridor. Additionally, eight non-incapacitating injury crashes and nine possible injury crashes were reported.
 - The five serious injury crashes include three angle crashes, one bicycle crash, and one off-road crash. The off-road crash involved a vehicle speeding along the curve near John Anderson Drive. Two (2) angle crashes were reported at Amsden Road, while the remaining crashes were reported at Neptune Avenue.
 - The eight non-incapacitating injury crashes include five angle crashes, two off-road crashes, and one head-on crash. The angle crashes were reported at Ellicott Drive, Amsden Road, Neptune Avenue, Ocean Terrace, and Standish Drive intersections.
- **Crash Type** – Angle (31) and off-road (16) crashes were the most common crash types throughout the study corridor. The remaining crash types consisted of rear-end (7), sideswipe (7), left-turn (1), bicycle (1), and head-on (1) crashes.
 - Eleven (11) crashes at Neptune Avenue involved one or two vehicles not stopping at the STOP sign, including nine angle crashes. The other crash types were left-turns and rear-ends
 - In July 2023, a vehicle traveling south near Royal Palm Avenue veered into the northbound lanes and collided head-on with another vehicle heading north, resulting in a non-incapacitating injury crash. Prior to the crash, the southbound driver experienced a medical episode that caused him to lose control of his vehicle. The incident occurred under dark lighting conditions, on dry pavement, and in clear weather. Three injuries resulted from the crash.
- **Non-Motorist Crashes** – One bicycle crash was reported along the corridor when a southbound bicycle failed to yield to a southbound vehicle when attempting to join the travel lane from the sidewalk. The bicycle crash resulted in an incapacitating injury.
- **Environmental Factors** – Eighteen (18) crashes were reported during nighttime, accounting for 28% of the total crashes. Nine (9) crashes occurred on wet pavement, accounting for 14% of crashes.
- **Speeding-Related Crashes** – All single-vehicle crashes were reviewed to determine which crashes were speeding-related. The crashes coded as speeding-related by Signal 4 were also included. Signal 4 defines speeding-related crashes as those where the driver's action at the time of the crash was coded as "too fast for conditions" or "exceeded posted speed." After reviewing the 17 single-vehicle crashes, seven off-road crashes (three coded in Signal 4) were identified as speeding-related.
 - Three of the seven speeding off-road crashes were reported at the horizontal curve, including the severe injury crash previously described.
- **Intersection Crashes** – Nineteen (19) crashes were reported at the Neptune Avenue intersection, including 15 angle crashes. Three (3) angle crashes were reported at Amsden Road, two angle crashes at Ocean Terrace, and five, including four angle crashes, were reported at Standish Drive.
- **Additional 2024 Crash Data** – Crashes were screened up to September 30, 2024, for non-motorist, fatal and relevant crash types. One fatal pedestrian crash was reported on May 28, 2024, when a pedestrian attempted to cross North Halifax Drive near Druid Circle and was hit by a southbound vehicle. The crash occurred under daylight conditions, dry pavement, and clear weather.



Figure 7: Crash Heatmap

ALL-WAY STOP-CONTROL WARRANT ANALYSIS

Three intersections along North Halifax Drive were evaluated for the installation of All-Way Stop-Control (AWSC): Amsden Road, Ocean Terrace, and Standish Drive. The AWSC warrant analysis followed the procedures and guidelines outlined in the latest version of the MUTCD. **Table 13** summarizes the results of the warrant analysis, and detailed warrant sheets can be found in **Appendix D**.

Table 13: Summary of AWSC Warrant Analysis

Warrant		Description	Amsden Road	Ocean Terrace	Standish Drive
A	Crash Experience	Five (5) or more crashes in a 12-month period or 6 or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of AWSC.	No	No	No
B	Sight Distance	Sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto the major-road.	No	No	No
C	Transition to Signal Control	AWSC is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal.	No	No	No
D	8-Hour Volume	The combined volume entering the intersection from the major-street approaches is at least 300 vph for each of any 8 hours of a typical day <u>AND</u> the combined volumes from the minor-street approaches is at least 200 vph for each of the same 8 hours.	No	No	No
E	Other Factors	(1) The need to control left-turn conflict (2) An intersection of 2 residential neighborhood collector (through) streets of similar design and operating characteristics. (3) Pedestrian and/or bicyclist movements support the installation of AWSC.	Yes	No	Yes

None of the study intersections met the warrants based on crash experience, sight distance, and traffic volumes. In addition, none of the intersections are expected to transition to a traffic signal. However, based on pedestrian and bicycle activity at the intersections, both Amsden Road and Standish Drive meet Warrant E as it will enhance the safety of vulnerable users at the intersection.

NO-PASSING ZONE STUDY

A No-Passing Zone (NPZ) study was conducted to determine the need for additional no-passing areas along North Halifax Drive. The NPZ study was conducted following FDOT's Manual on Uniform Traffic Studies (MUTS), Chapter 11, which establishes 7 warrants in which an NPZ needs to be established based on the distances shown in *Tables 11-2 and 11-2* of the MUTS.

Based on the corridor study design speed limit of 35 mph, the Minimum Passing Sight Distance (*Table 11-1*) is 550 ft, and the Minimum Stopping Sight Distance (*Table 11-2*) is 250 ft. The NPZ Warrants 1 (Horizontal and Vertical Curves), 3 (Intersections), and 5 (Roadway Transitions) are applicable to the study corridor. The following are the recommendations to ensure this minimum NPZ is incorporated:

- SR 40 (Granada Blvd) transition
 - Due to the transition area north of this intersection, passing cannot be allowed per MUTS 11.3.5 No-Passing Zone Criteria, Paragraph (2). Therefore, an NPZ in both directions should begin 410 ft north of the transition.
- North Halifax Drive
 - Due to the closely spaced driveways along this segment, passing cannot be allowed per MUTS 11.3.3 No-Passing Zone Criteria, Paragraph (4). Therefore, an NPZ should be placed in both directions.
 - Due to the horizontal curve of the corridor, passing cannot be allowed per MUTS 11.3.1 No-Passing Zone Criteria, Paragraph (1). Therefore, an NPZ in both directions should begin 550 ft prior to the horizontal curve.

QUALITATIVE ASSESSMENT

On Thursday, November 21, 2024, a registered professional engineer observed the North Halifax Drive corridor, with special emphasis on the Amsden Road, Ocean Terrace, and Standish Drive intersections, to assess the existing conditions and determine improvements to operations, safety, and physical conditions.

Operations:

General Observations: The following is a summary of the observed intersection operations:

North Halifax Drive Corridor

- North Halifax Road is a two-lane undivided roadway with 11-ft lanes and 4-ft shoulders on both sides. A sidewalk is present along the west side.
- The corridor is bordered by the signalized intersection at SR 40 (Granada Boulevard) to the south and the AWSC intersection at John Anderson Drive to the north. Another AWSC intersection is located at the Neptune Avenue intersection.
- Vehicles were observed complying with the STOP traffic control device at the intersections along the corridor, including the AWSC intersection at Neptune Avenue.
- The speed limit along North Halifax Drive is 35 mph between SR 40 (Granada Boulevard) and Ann Rustin Drive and lowers to 25 mph between Ann Rustin Drive and John Anderson Drive.
- A sharp horizontal curve is located north of Ann Rustin Drive, along the 25 mph speed zone. The advisory speed along the curve is 15 mph.
- High pedestrian and bicycle activity was observed along the corridor. Bicyclists were observed riding on the sidewalk, the shoulders, and the travel lanes. However, bicyclists were observed riding northbound on the southbound shoulder. No bike lanes or sharrows pavement markings are present along the corridor.
- Marked pedestrian crossings are located at the Standish Drive, Ann Rustin Drive, and Banyan Drive intersections. The Banyan Drive marked crossing is located at the north end of the horizontal curve.
- There were no on-street parked vehicles in the corridor, except for commercial vehicles parked on the shoulder.
- An Electronic Speed Feedback Sign (ESFS) is located north of Standish Drive, facing southbound. Multiple southbound vehicles were observed speeding by the speed displayed on the sign.
- Multiple bus stops are available along the corridor. In addition, various school bus stops are available throughout the corridor.



Cyclist riding northbound along the southbound shoulder



Horizontal curve along North Halifax Drive

North Halifax Drive & Amsden Road

- The North Halifax Drive & Amsden Road is a Two-Way Stop-Controlled (TWSC) intersection with single-lane approaches. A residential driveway is located in the northwest corner.
- The longest queue observed along Amsden Road was 2 vehicles. Eastbound and westbound vehicles did not experience excessive delay and could enter the intersection without conflicts or obstructions.
- High pedestrian and bicycle activity was observed at the intersection.
- The school bus stops at this intersection to pick up and drop off students. One northbound and one southbound vehicle were observed passing the school bus when the bus's flashing stop was activated.
- No sight distance obstruction was observed at the intersection.



North Halifax Drive & Amsden Road intersection, facing westbound



Vehicle exiting the driveway at the Amsden Road intersection, facing southbound

North Halifax Drive & Ocean Terrace

- The North Halifax Drive & Ocean Terrace is a TWSC intersection with single-lane approaches.
- The eastbound and westbound approaches at the intersection are not aligned. However, no conflicts between eastbound and westbound vehicles were observed.
- The longest queue observed along Ocean Terrace was one vehicle. Eastbound and westbound vehicles did not experience excessive delay and could enter the intersection without conflicts or obstructions.
- Moderate pedestrian and bicycle activity was observed at the intersection.
- No sight distance obstruction was observed at the intersection.



North Halifax Drive & Ocean Terrace intersection, facing westbound

North Halifax Drive & Standish Drive

- The North Halifax Drive & Standish Drive is a Two-Way Stop-Controlled (TWSC) intersection with single-lane approaches.
- The longest queue observed along Standish Drive was one vehicle. Eastbound and westbound vehicles did not experience excessive delay and could enter the intersection without conflicts or obstructions.
- High pedestrian and bicycle activity was observed at the intersection. A pedestrian crossing is located along the north leg of the intersection.
- A utility construction project was underway during the site visit, which limited the sight distance from the Standish Drive approaches. However, once the vehicles left the work area, the sight distance was appropriate for the intersection.



North Halifax Drive & Standish Drive intersection facing eastbound



Pedestrian crossing at Standish Drive

Safety: Vehicle, pedestrian, and bicycle safety at the intersection are assessed through a review of crash reports, identification of significant crash trends and contributing factors, and their correlation to field conditions. Following are the observations relating to the safety of the intersection:

- Sixty-four (64) crashes were reported between 2014 through 2023 study period. No fatal crashes were reported, and 22 crashes resulted in 31 injuries. However, a fatal pedestrian crash was reported in May 2024 near Druid Circle, between Amsden Road and Neptune Avenue.
- Passing is allowed for approximately 56% of the total length of the corridor. Although safety concerns regarding passing vehicles were not observed during the site visit, 4 sideswipe crashes involved a passing vehicle.
- Vehicles were observed yielding or stopping for pedestrians crossing the corridor. No conflicts were observed between non-motorists and vehicles.
- Street lighting is available along the corridor.



Pedestrian crossing at Neptune Avenue

Overall Physical Conditions: Physical conditions were also observed in addition to the operational and safety conditions. The following observations were made during the field review:

- Two ESFS are present along North Halifax Drive. The northbound ESFS is located north of Amsden Road, and the southbound ESFS is located north of Standish Drive. The ESFS near Amsden Road was not working during the site visit.
- A flashing CURVE AHEAD warning sign is located in the northbound direction south of the horizontal curve.
- No SHARE THE ROAD signs or pavement markings for bicycles are present along the corridor.
- Many intersections do not have curb ramps or marked crosswalks, while others do not meet ADA standards.
- The chevron (W1-8) signs along the horizontal curve do not meet current MUTCD standards. There are only three (W1-8) signposts along the curve.
- The sidewalk along North Halifax Drive ends at the Banyan Drive intersection.
- Bus stops along the corridor do not have bus aprons.
- The remaining pavement markings, signs, sidewalks, and asphalt pavement are in good condition.



ESFS near Standish Drive



Horizontal curve along North Halifax Drive



Curb ramp near Druid Circle

RECOMMENDATIONS

The proposed improvements target safety and operational issues within the study corridor. The study's recommendations were developed to address the key issues identified in the analysis. These include measures to improve safety, manage vehicle speeds, and enhance intersection operations based on the No-Passing Zone Analysis, All-Way Stop Control Warrant Analysis, Speed Study, and Crash Analysis findings. The recommended improvements are classified as short-term and long-term based on the scope and complexity of the measures involved.

Based on the data collection, field observations, collision analysis, operational analysis, and engineering judgment, the following recommendations were developed:

Short-Term Improvements:

Short-term improvements are low-cost, easily implementable measures designed to target the existing, field-observed deficiencies. These improvements can be constructed using maintenance contracts within a short timeframe. Improvements include:

- Replace the existing centerline yellow pavement markings with double-yellow pavement markings to restrict passing from Oceanside Golf Course to Ellicot Drive, as recommended in the NPZ analysis.
- Replace the existing speed limit signs near Oceanside Golf Course (northbound) and Tanglewood Circle (southbound) with Solar-Powered Electronic Speed Feedback Signs.
- Remove the existing Chevron (W1-8) and install 6 new oversized (24x30) W1-8 signs with the correct 40-ft spacing as recommended in the MUTCD.
- Relocate the southbound STOP AHEAD (W3-1) sign near Neptune Avenue to 150 ft south. Install a new W3-1 sign along the northbound approach of the Neptune Avenue intersection at 350 ft from the stop bar. Install Advance Street Name plaques under the W3-1 signs.
- Install retroreflective sheeting on the poles of the existing STOP (R1-1) signs and the existing warning signs along the corridor.
- Convert the Amsden Road and Standish Drive intersections to All-Way Stop-Controlled (AWSC).
 - Install oversized (36x36) R1-1 signs on both sides of each of the North Halifax Drive approaches.
 - Remove the INTERSECTION WARNING (W2-1) signs near Amsden Road.
 - Install STOP AHEAD (W3-1) signs in the northbound and southbound approaches, 250 ft from the stop bar at the intersections.
- Install high-emphasis crosswalk pavement markings at the Neptune Avenue intersection. Replace the existing crosswalk pavement markings with high-emphasis crosswalk pavement markings at the Standish Drive, Ann Rustin Drive, and Banyan Drive intersections.
- Install crosswalk pavement markings at all side street intersections.
- Install speed limit pavement messages along the corridor.
- Relocate the existing ESFS near Standish Drive to 300' south of the intersection.
- Install Green-Box Sharrows along the corridor.
- Remove the northbound speed limit (R2-1) sign north of St Marks Circle.
- Replace the existing northbound ESFS near Amsden Road.

Long-Term Improvements:

Long-term improvements involve significant measures designed to address underlying safety issues. These improvements include roadway improvements and larger scope improvements.

- Install a midblock pedestrian crossing 360 ft north of SR 40 (Granada Boulevard), near the Publix and the Church driveways. Coordinate with Publix to provide a marked pedestrian connection to the store.
- Install a 6-ft wide median at the northbound and southbound approaches to create a lane shift at the AWSC intersections: Neptune Avenue, Amsden Road, and Standish Drive. The 6-ft median should also serve as a pedestrian refuge.
- Replace the existing pedestrian crossing (W11-2) signs near Ann Rustin Drive and Banyan Drive with W11-2 signs with Solar-Powered Rectangular Rapid Flashing Beacons (RRFB).
- Replace the existing northbound CURVE AHEAD (W1-1) sign and flashing beacon between Ann Rustin Drive and St Annes Circle with a Dynamic Curve Ahead Warning Sign. The Dynamic Curve Ahead Warning Sign will flash when the speed of the approaching vehicles is too fast for the curve.

Figures 8 and 9 show the near-term and long-term improvement locations throughout North Halifax Drive.



RECCOMENDATIONS

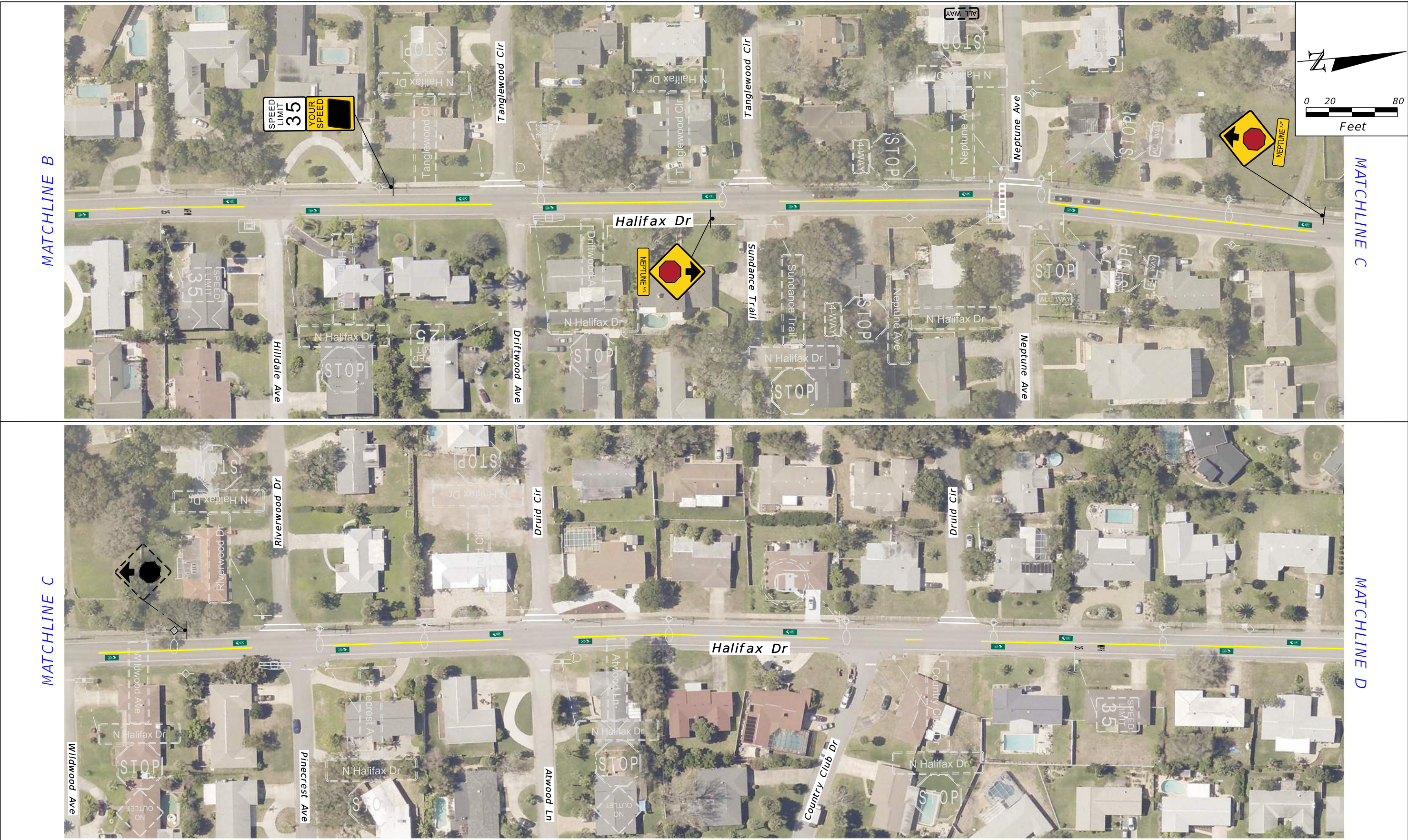
1. Replace the Existing Centerline Yellow Pavement Markings w/ Double-Yellow Pavement Markings.
2. Replace the Existing Speed Limit Sign near Oceanside Golf Course w/ Solar-Powered ESFS.
3. Install Green-Box Sharrows Along the Corridor. Install Speed Limit Pavement Messages near the Existing Speed Limit Signs.
4. Install Crosswalk Pavement Markings at the Royal Palm Avenue Intersection.

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FIGURE 8
NEAR-TERM IMPROVEMENTS (1)

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RECOMMENDATIONS

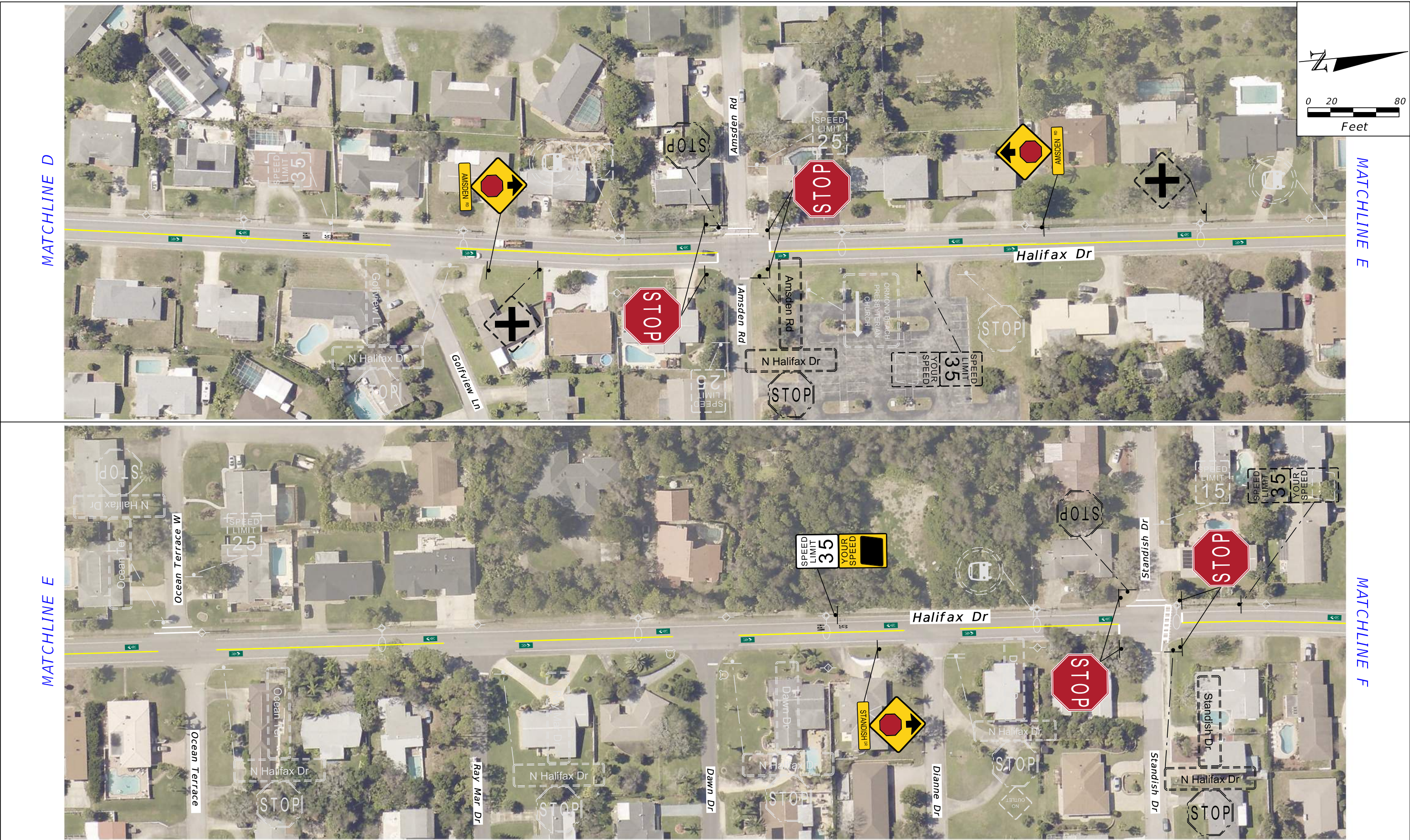
- | | |
|---|---|
| <p>1. Replace the Existing Centerline Yellow Pavement Markings w/ Double-Yellow Pavement Markings.</p> <p>2. Replace the Existing Speed Limit Sign near Tanglewood Circle w/ Solar-Powered ESFS.</p> <p>3. Install Green-Box Sharrows Along the Corridor. Install Speed Limit Pavement Messages near the Existing Speed Limit Signs.</p> <p>4. Install Crosswalk Pavement Markings at Tanglewood Circle, Neptune Avenue, RiverWood Drive, and Druid Circle Intersections.</p> | <p>5. Relocate the Southbound STOP AHEAD (W3-1) Sign Near Neptune Avenue to 150' South.</p> <p>6. Install New W3-1 Sign Along the Northbound Approach of Neptune Avenue, at 350' from the Intersection.</p> <p>7. Install High-Emphasis Crosswalk Pavement Markings at the Neptune Avenue Intersection.</p> <p>8. Install Retroreflective Sheetting on the R1-1 and W3-1 Poles.</p> |
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FIGURE 8
NEAR-TERM IMPROVEMENTS (2)

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RECOMMENDATIONS

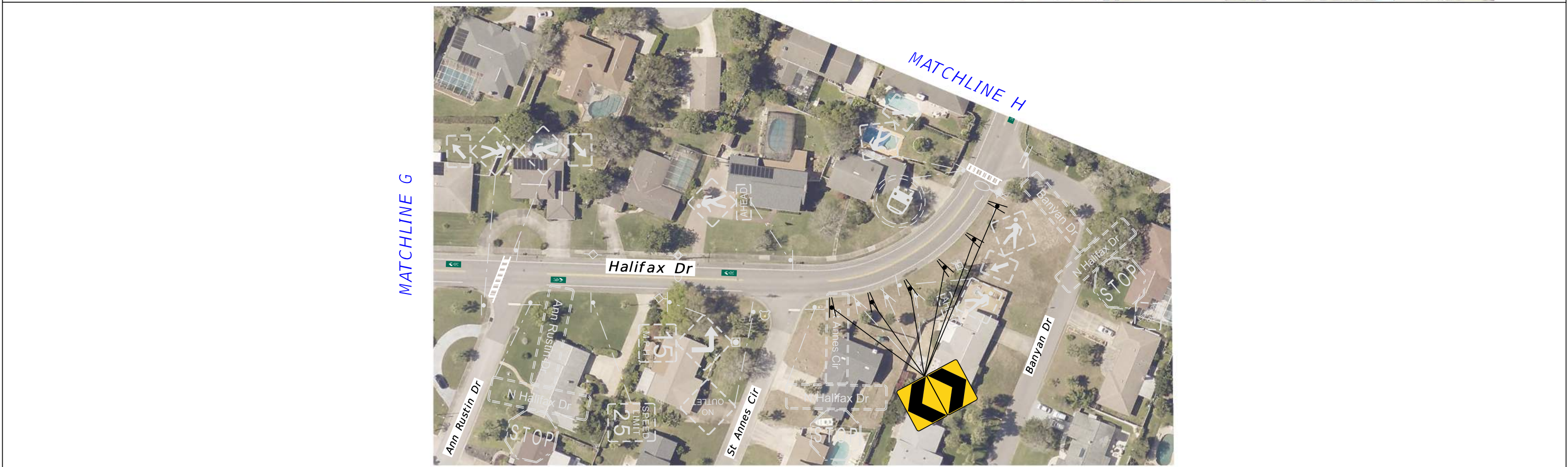
1. Replace the Existing Centerline Yellow Pavement Markings w/ Double-Yellow Pavement Markings.
2. Convert the Amsden Road and Standish Drive Intersections to All-Way Stop-Control. Use Oversized (36x36) STOP (R1-1) Signs.
3. Install New STOP AHEAD (W3-1) Signs for the Amsden Road and Standish Drive Intersections.
4. Remove Existing INTERSECTION WARNING (W2-1) Signs Near Amsden Road.
5. Install Green-Box Sharrows Along the Corridor. Install Speed Limit Pavement Messages near the Existing Speed Limit Signs.
6. Install Crosswalk Pavement Markings on Amsden Road, Ocean Terrace, and Standish Drive.
7. Install High-Emphasis Crosswalk Pavement Markings at the North Leg of the Standish Drive Intersection.
8. Install Retroreflective Sheetting on the R1-1 and W3-1 Poles.
9. Replace Existing Northbound ESFS near Amsden Road.

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FIGURE 8
NEAR-TERM IMPROVEMENTS (3)

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RECOMMENDATIONS 1. Replace the Existing Centerline Yellow Pavement Markings w/ Double-Yellow Pavement Markings. 2. Remove the Existing Chevron (W1-8) Signs and Install 6 New W1-8 Signs with 40' Spacing. 3. Install Green-Box Sharrows Along the Corridor. Install Speed Limit Pavement Messages Near the Existing Speed Limit Signs. 4. Install Crosswalk Pavement Markings at Bellewood Circle and Dromont Drive. 5. Install High-Emphasis Crosswalk Pavement Markings at the Ann Rustin Drive and Bayan Drive Intersections.	BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810	FIGURE 8 NEAR-TERM IMPROVEMENTS (4)	PAGE NO. 35
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RECOMMENDATIONS

1. Remove Existing Speed Limit Sign
2. Install Green-Box Sharrows Along the Corridor

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FIGURE 8
NEAR-TERM IMPROVEMENTS (5)

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RECOMMENDATIONS

- 1. Install a Midblock Pedestrian Crossing w/ RRFB.
Coordinate w/ Publix to Provide Safe Access to Store.

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FIGURE 9
LONG-TERM IMPROVEMENTS (1)

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RECOMMENDATIONS

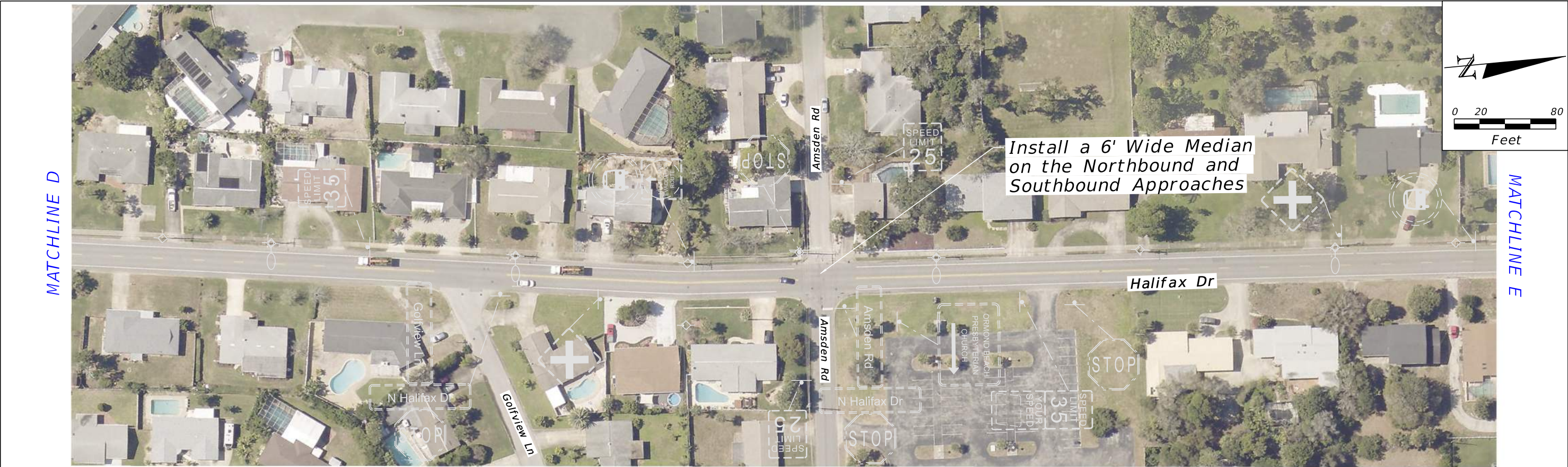
- 1. Install a 6' Wide Median on the Northbound and Southbound Approaches.

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FIGURE 9
LONG-TERM IMPROVEMENTS (2)

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RECOMMENDATIONS

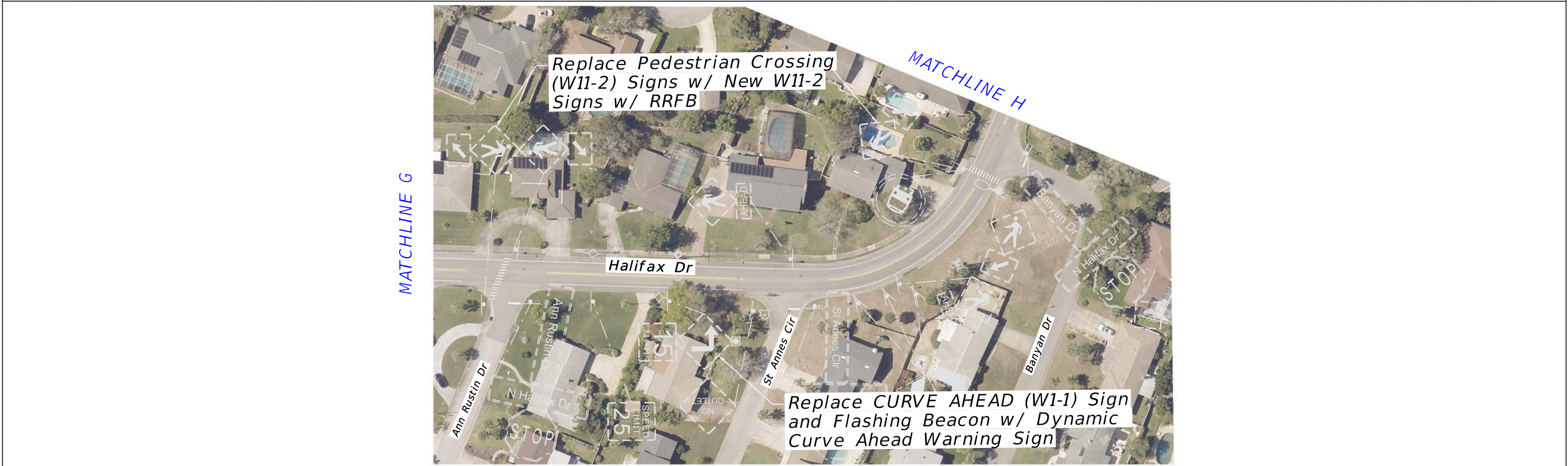
1. Install a 6' Wide Median on the Northbound and Southbound Approaches at Amsden Road.
2. Install a 6' Wide Median on the Northbound and Southbound Approaches at Standish Drive.

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FIGURE 9
LONG-TERM IMPROVEMENTS (3)

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RECOMMENDATIONS 1. Replace Pedestrian Crossing (W11-2) Signs w/ New W11-2 Signs w/ RRFB at the Ann Rustin Drive and Banyan Drive Crossings. 2. Replace CURVE AHEAD (W1-1) Sign and Flashing Beacon w/ Dynamic Curve Ahead Warning Sign.	BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810	FIGURE 9 LONG-TERM IMPROVEMENTS (4)	PAGE NO. 40
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RECOMMENDATIONS	BURGESS & NIPLE, INC. 1800 PEMBROOK DRIVE, SUITE 265 ORLANDO, FL 32810	FIGURE 9 LONG-TERM IMPROVEMENTS (5)	PAGE NO.
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APPENDICES

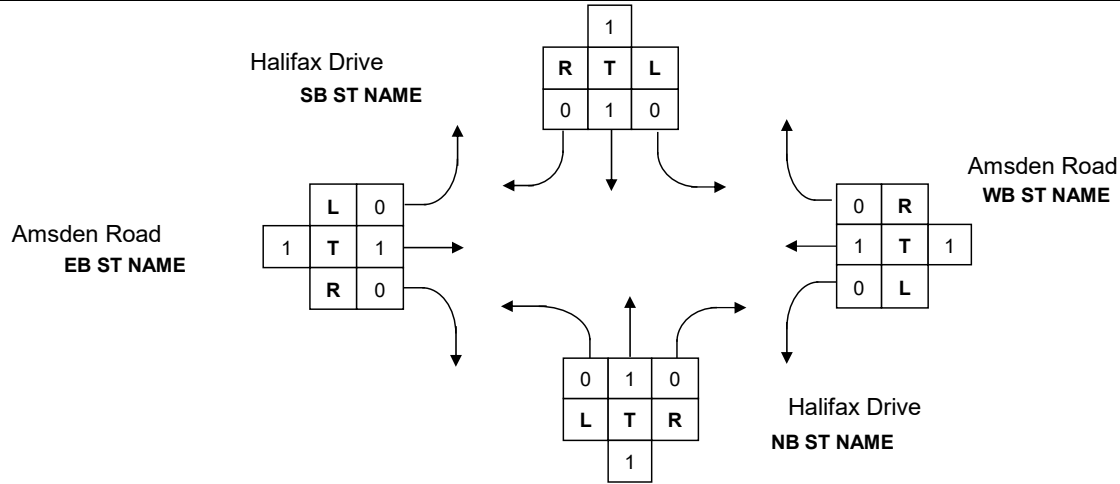
APPENDIX A

Turning Movement Counts

North Halifax Drive & Amsden Road

**FLORIDA DEPARTMENT OF TRANSPORTATION
SUMMARY OF VEHICLE MOVEMENTS**

SECTION	N/A	STATE ROUTE Halifax Drive	COUNTY Volusia
MILEPOST	N/A	INTERSECTING ROUTE Amsden Road	CITY Ormond Beach
OBSERVER	Burgess & Niple, Inc	DATE 9/25/2024	
WEATHER	Clear	ROAD CONDITION Dry	
REMARKS			
FORM COMPLETED BY TR			



TIME	NORTHBOUND					SOUTHBOUND					TOTAL	EASTBOUND					WESTBOUND					TOTAL	TOTAL
BEGIN/END	U	L	T	R	TOT	U	L	T	R	TOT	N/S	U	L	T	R	TOT	U	L	T	R	TOT	E/W	INT
7 - 8	0	1	127	10	138	0	3	188	0	191	329	0	2	1	1	4	0	15	5	3	23	27	356
8 - 9	0	3	84	8	95	0	1	175	2	178	273	0	1	4	2	7	0	12	4	0	16	23	296
11 - 12	0	2	121	16	139	0	3	116	0	119	258	0	2	2	3	7	0	19	9	0	28	35	293
12 - 1	0	6	140	10	156	0	1	105	0	106	262	0	1	2	2	5	0	10	1	0	11	16	278
2 - 3	0	2	165	13	180	0	1	155	0	156	336	0	2	6	5	13	0	15	6	3	24	37	373
3 - 4	0	3	158	15	176	0	1	111	0	112	288	5	0	2	3	10	0	3	4	1	8	18	306
4 - 5	0	2	175	13	190	0	2	108	0	110	300	0	2	2	1	5	0	15	2	2	19	24	324
5 - 6	0	1	224	22	247	0	2	93	0	95	342	0	0	1	1	2	0	10	6	1	17	19	361
TOTAL	0	20	1,194	107	1,321	0	14	1,051	2	1,067	2,388	5	10	20	18	53	0	99	37	10	146	199	2,587
Percentage	0%	2%	90%	8%		0%	1%	99%	0%			9%	19%	38%	34%		0%	187%	70%	19%			
Maximum	0	6	224	22		0	3	188	2			5	2	6	5		0	19	9	3			
Minimum	0	1	84	8		0	1	93	0			0	0	1	1		0	3	1	0			
Truck Percentage	0.0%	10.0%	0.9%	0.9%	1.1%	0.0%	0.0%	1.9%	0.0%	1.9%	-	0.0%	10.0%	0.0%	5.6%	3.8%	0.0%	0.0%	0.0%	0.0%	0.0%	-	1.4%

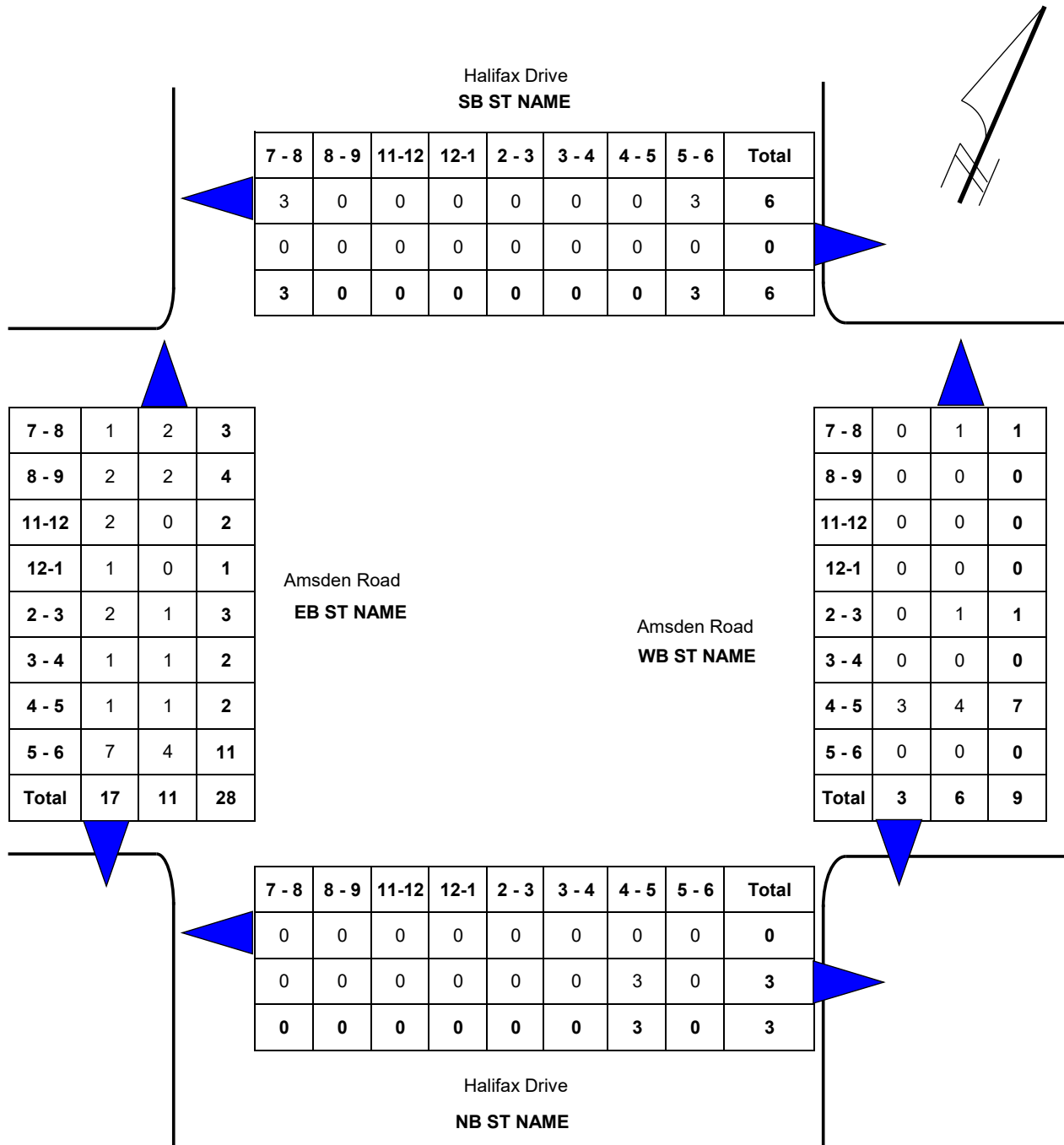
FLORIDA DEPARTMENT OF TRANSPORTATION

PEDESTRIAN MOVEMENT SUMMARY

SECTION N/A STATE ROUTE Halifax Drive COUNTY Volusia
 STATE ROUTE N/A INTERSECTING ROUTE Amsden Road CITY Ormond Beach
 OBSERVER Burgess & Niple, Inc DATE 9/25/2024

REMARKS

FORM COMPLETED BY TR



BICYCLE MOVEMENT SUMMARY

FORM COMPLETED BY TR

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Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Amsden Road

Weather: Clear

County: Volusia

File Name : Amsden_TMC

Site Code :

Start Date : 9/25/2024

Page No : 1

Groups Printed- Vehicles - Heavy Vehicles - Bicycles on Road

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Amsden Rd Eastbound					Amsden Rd Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
07:00 AM	0	1	10	4	15	0	0	23	0	23	0	0	1	1	2	0	1	0	0	1	41
07:15 AM	0	0	25	1	26	0	0	46	0	46	0	1	0	0	1	0	6	1	1	8	81
07:30 AM	0	0	49	1	50	0	0	65	0	65	0	1	0	0	1	0	6	4	0	10	126
07:45 AM	0	0	43	4	47	0	3	54	0	57	0	0	0	0	0	0	2	0	2	4	108
Total	0	1	127	10	138	0	3	188	0	191	0	2	1	1	4	0	15	5	3	23	356
08:00 AM	0	0	19	1	20	0	0	47	1	48	0	0	4	1	5	0	3	1	0	4	77
08:15 AM	0	0	24	4	28	0	1	45	0	46	0	0	0	0	0	0	3	1	0	4	78
08:30 AM	0	1	24	2	27	0	0	45	0	45	0	0	0	1	1	0	2	1	0	3	76
08:45 AM	0	2	17	1	20	0	0	38	1	39	0	1	0	0	1	0	4	1	0	5	65
Total	0	3	84	8	95	0	1	175	2	178	0	1	4	2	7	0	12	4	0	16	296
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	28	6	34	0	1	28	0	29	0	0	1	1	2	0	7	3	0	10	75
11:15 AM	0	0	31	4	35	0	1	23	0	24	0	2	0	0	2	0	2	2	0	4	65
11:30 AM	0	1	30	4	35	0	0	29	0	29	0	0	0	1	1	0	9	2	0	11	76
11:45 AM	0	1	32	2	35	0	1	36	0	37	0	0	1	1	2	0	1	2	0	3	77
Total	0	2	121	16	139	0	3	116	0	119	0	2	2	3	7	0	19	9	0	28	293
12:00 PM	0	2	40	3	45	0	1	29	0	30	0	0	1	2	3	0	3	0	0	3	81
12:15 PM	0	0	33	3	36	0	0	24	0	24	0	0	1	0	1	0	3	1	0	4	65
12:30 PM	0	3	30	2	35	0	0	26	0	26	0	0	0	0	0	0	2	0	0	2	63
12:45 PM	0	1	37	2	40	0	0	26	0	26	0	1	0	0	1	0	2	0	0	2	69
Total	0	6	140	10	156	0	1	105	0	106	0	1	2	2	5	0	10	1	0	11	278
01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	0	0	50	3	53	0	0	34	0	34	0	0	2	0	2	0	4	1	1	6	95
02:15 PM	0	1	32	1	34	0	0	57	0	57	0	0	2	2	4	0	3	3	1	7	102
02:30 PM	0	0	40	6	46	0	1	29	0	30	0	1	0	2	3	0	4	1	1	6	85
02:45 PM	0	1	43	3	47	0	0	35	0	35	0	1	2	1	4	0	4	1	0	5	91
Total	0	2	165	13	180	0	1	155	0	156	0	2	6	5	13	0	15	6	3	24	373
03:00 PM	0	2	44	3	49	0	0	31	0	31	5	0	2	1	8	0	1	1	0	2	90
03:15 PM	0	0	45	3	48	0	0	34	0	34	0	0	0	0	0	0	0	1	0	1	83
03:30 PM	0	1	34	4	39	0	1	22	0	23	0	0	0	2	2	0	0	1	0	1	65

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Amsden Road

Weather: Clear

County: Volusia

File Name : Amsden_TMC

Site Code :

Start Date : 9/25/2024

Page No : 2

Groups Printed- Vehicles - Heavy Vehicles - Bicycles on Road

	Halifax Dr Northbound					Halifax Dr Southbound					Amsden Rd Eastbound					Amsden Rd Westbound					
Start Time	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	Int. Total
03:45 PM	0	0	35	5	40	0	0	24	0	24	0	0	0	0	0	0	2	1	1	4	68
Total	0	3	158	15	176	0	1	111	0	112	5	0	2	3	10	0	3	4	1	8	306
04:00 PM	0	1	31	3	35	0	0	30	0	30	0	0	0	0	0	0	3	1	0	4	69
04:15 PM	0	0	47	5	52	0	2	24	0	26	0	1	0	0	1	0	4	1	0	5	84
04:30 PM	0	0	35	3	38	0	0	29	0	29	0	1	1	0	2	0	4	0	2	6	75
04:45 PM	0	1	62	2	65	0	0	25	0	25	0	0	1	1	2	0	4	0	0	4	96
Total	0	2	175	13	190	0	2	108	0	110	0	2	2	1	5	0	15	2	2	19	324
05:00 PM	0	1	51	5	57	0	2	22	0	24	0	0	0	0	0	0	3	1	0	4	85
05:15 PM	0	0	64	8	72	0	0	23	0	23	0	0	0	0	0	0	2	1	0	3	98
05:30 PM	0	0	59	4	63	0	0	30	0	30	0	0	0	1	1	0	3	2	1	6	100
05:45 PM	0	0	50	5	55	0	0	18	0	18	0	0	1	0	1	0	2	2	0	4	78
Total	0	1	224	22	247	0	2	93	0	95	0	0	1	1	2	0	10	6	1	17	361
Grand Total	0	20	1194	107	1321	0	14	1051	2	1067	5	10	20	18	53	0	99	37	10	146	2587
Apprch %	0	1.5	90.4	8.1		0	1.3	98.5	0.2		9.4	18.9	37.7	34		0	67.8	25.3	6.8		
Total %	0	0.8	46.2	4.1	51.1	0	0.5	40.6	0.1	41.2	0.2	0.4	0.8	0.7	2	0	3.8	1.4	0.4	5.6	
Vehicles	0	18	1176	104	1298	0	14	1022	2	1038	0	9	20	17	46	0	98	37	10	145	2527
% Vehicles	0	90	98.5	97.2	98.3	0	100	97.2	100	97.3	0	90	100	94.4	86.8	0	99	100	100	99.3	97.7
Heavy Vehicles	0	2	11	1	14	0	0	20	0	20	0	1	0	1	2	0	0	0	0	0	36
% Heavy Vehicles	0	10	0.9	0.9	1.1	0	0	1.9	0	1.9	0	10	0	5.6	3.8	0	0	0	0	0	1.4
Bicycles on Road	0	0	7	2	9	0	0	9	0	9	5	0	0	0	5	0	1	0	0	1	24
% Bicycles on Road	0	0	0.6	1.9	0.7	0	0	0.9	0	0.8	100	0	0	0	9.4	0	1	0	0	0.7	0.9

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Amsden Road

Weather: Clear

County: Volusia

File Name : Amsden_TMC

Site Code :

Start Date : 9/25/2024

Page No : 1

Groups Printed- Heavy Vehicles

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Amsden Rd Eastbound					Amsden Rd Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:30 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	2	0	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
08:00 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
08:15 AM	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
08:30 AM	0	1	1	0	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	4	0	5	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	7
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	2
11:30 AM	0	0	0	1	1	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	4
11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	1	1	0	0	5	0	5	0	0	0	0	0	0	0	0	0	0	6
12:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
12:15 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
12:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
Total	0	0	1	0	1	0	0	2	0	2	0	1	0	0	1	0	0	0	0	0	4
01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
02:45 PM	0	0	2	0	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	3	0	3	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	5
03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM	0	1	0	0	1	0	0	2	0	2	0	0	0	1	1	0	0	0	0	0	4

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Amsden Road

Weather: Clear

County: Volusia

File Name : Amsden_TMC

Site Code :

Start Date : 9/25/2024

Page No : 2

Groups Printed- Heavy Vehicles

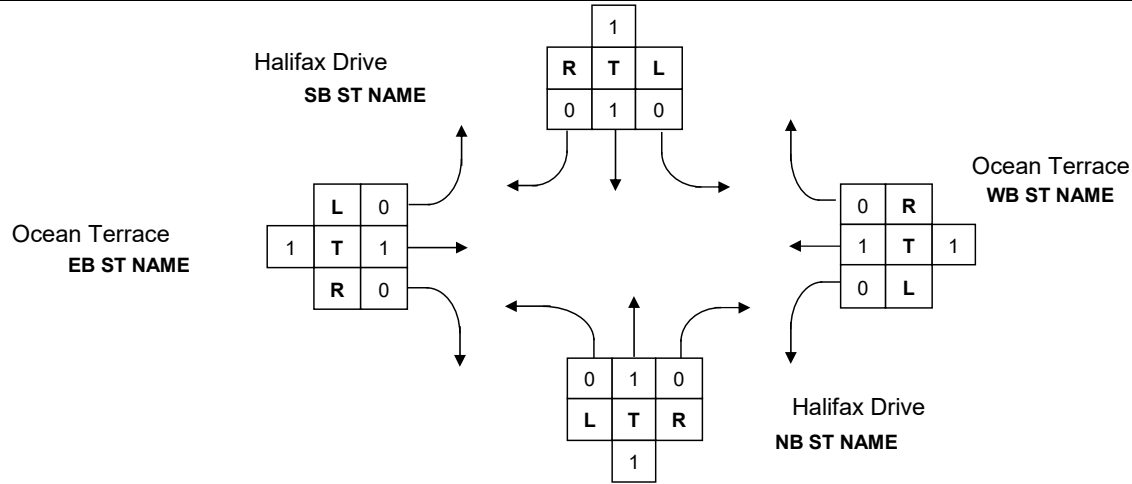
Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Amsden Rd Eastbound					Amsden Rd Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	0	0	1	0	0	2	0	2	0	0	0	1	1	0	0	0	0	0	4
04:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
04:45 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	3
05:00 PM	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	2
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	4
Grand Total	0	2	11	1	14	0	0	20	0	20	0	1	0	1	2	0	0	0	0	0	36
Apprch %	0	14.3	78.6	7.1		0	0	100	0		0	50	0	50		0	0	0	0		
Total %	0	5.6	30.6	2.8	38.9	0	0	55.6	0	55.6	0	2.8	0	2.8	5.6	0	0	0	0	0	

North Halifax Drive & Ocean Terrace

**FLORIDA DEPARTMENT OF TRANSPORTATION
SUMMARY OF VEHICLE MOVEMENTS**

SECTION	N/A	STATE ROUTE Halifax Drive	COUNTY Volusia
MILEPOST	N/A	INTERSECTING ROUTE Ocean Terrace	CITY Ormond Beach
OBSERVER	Burgess & Niple, Inc	DATE 9/25/2024	
WEATHER	Clear	ROAD CONDITION Dry	
REMARKS			

FORM COMPLETED BY TR



TIME	NORTHBOUND					SOUTHBOUND					TOTAL	EASTBOUND					WESTBOUND					TOTAL	TOTAL
BEGIN/END	U	L	T	R	TOT	U	L	T	R	TOT	N/S	U	L	T	R	TOT	U	L	T	R	TOT	E/W	INT
7 - 8	0	0	129	2	131	0	1	178	0	179	310	0	0	0	2	2	0	11	1	1	13	15	325
8 - 9	0	2	83	5	90	0	1	177	2	180	270	0	0	0	3	3	0	12	0	0	12	15	285
11 - 12	0	0	117	8	125	0	2	113	1	116	241	0	3	3	5	11	1	3	3	3	10	21	262
12 - 1	0	2	145	14	161	0	2	96	1	99	260	0	0	4	3	7	0	14	0	1	15	22	282
2 - 3	0	1	163	11	175	0	0	141	2	143	318	0	0	3	3	6	0	9	0	1	10	16	334
3 - 4	0	4	140	22	166	0	1	96	0	97	263	0	0	4	4	8	0	0	0	2	2	10	273
4 - 5	0	3	171	8	182	0	0	101	0	101	283	0	0	5	4	9	0	7	0	1	8	17	300
5 - 6	0	6	209	13	228	0	1	88	1	90	318	0	0	0	4	4	0	2	0	3	5	9	327
TOTAL	0	18	1,157	83	1,258	0	8	990	7	1,005	2,263	0	3	19	28	50	1	58	4	12	75	125	2,388
Percentage	0%	1%	92%	7%		0%	1%	99%	1%			0%	6%	38%	56%		2%	116%	8%	24%			
Maximum	0	6	209	22		0	2	178	2			0	3	5	5		1	14	3	3			
Minimum	0	0	83	2		0	0	88	0			0	0	0	2		0	0	0	0			
Truck Percentage	0.0%	0.0%	1.2%	1.2%	1.2%	0.0%	12.5%	2.0%	14.3%	2.2%	-	0.0%	0.0%	0.0%	3.6%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-	1.6%

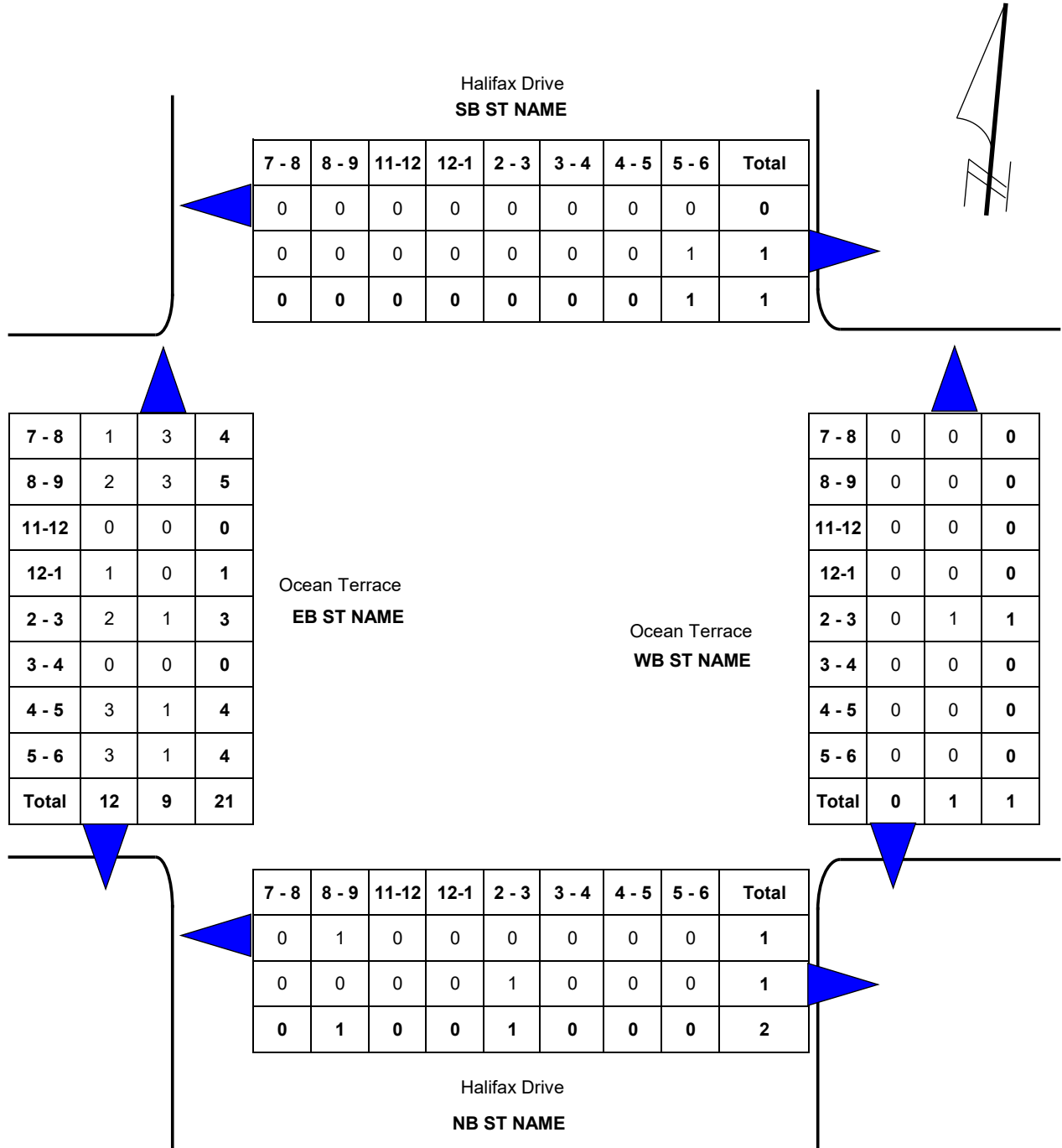
FLORIDA DEPARTMENT OF TRANSPORTATION

PEDESTRIAN MOVEMENT SUMMARY

SECTION N/A STATE ROUTE Halifax Drive COUNTY Volusia
 STATE ROUTE N/A INTERSECTING ROUTE Ocean Terrace CITY Ormond Beach
 OBSERVER Burgess & Niple, Inc DATE 9/25/2024

REMARKS

FORM COMPLETED BY TR



FLORIDA DEPARTMENT OF TRANSPORTATION

BICYCLE MOVEMENT SUMMARY

SECTION N/A STATE ROUTE Halifax Drive COUNTY Volusia
STATE ROUTE N/A INTERSECTING ROUTE Ocean Terrace CITY Ormond Beach
OBSERVER Burgess & Niple, Inc DATE 9/25/2024

REMARKS _____

FORM COMPLETED BY TR

Halifax Drive
SB ST NAME

7 - 8	8 - 9	11-12	12-1	2 - 3	3 - 4	4 - 5	5 - 6	Total
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0

Ocean Terrace
EB ST NAME

7 - 8	8 - 9	11-12	12-1
0	1	1	1
0	0	0	0
0	1	1	1
0	0	0	0
0	0	0	0
0	0	0	0
0	1	0	1
0	0	1	1
0	0	0	0
Total	1	3	4

Ocean Terrace
WB ST NAME

7 - 8	8 - 9	11-12	12-1
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Total	0	0	0

Halifax Drive
NB ST NAME

7 - 8	8 - 9	11-12	12-1	2 - 3	3 - 4	4 - 5	5 - 6	Total
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Ocean Terrace

Weather: Clear

County: Volusia

File Name : Ocean_TMC

Site Code :

Start Date : 9/25/2024

Page No : 1

Groups Printed- Vehicles - Heavy Vehicles - Bicycles on Road

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Ocean Terrace Eastbound					Ocean Terrace Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
07:00 AM	0	0	10	0	10	0	0	21	0	21	0	0	0	0	0	0	1	1	0	2	33
07:15 AM	0	0	27	1	28	0	0	41	0	41	0	0	0	1	1	0	2	0	0	2	72
07:30 AM	0	0	48	0	48	0	0	62	0	62	0	0	0	0	0	0	6	0	0	6	116
07:45 AM	0	0	44	1	45	0	1	54	0	55	0	0	0	1	1	0	2	0	1	3	104
Total	0	0	129	2	131	0	1	178	0	179	0	0	0	2	2	0	11	1	1	13	325
08:00 AM	0	0	17	2	19	0	1	46	1	48	0	0	0	3	3	0	2	0	0	2	72
08:15 AM	0	1	25	1	27	0	0	47	0	47	0	0	0	0	0	0	3	0	0	3	77
08:30 AM	0	0	22	2	24	0	0	45	1	46	0	0	0	0	0	0	3	0	0	3	73
08:45 AM	0	1	19	0	20	0	0	39	0	39	0	0	0	0	0	0	4	0	0	4	63
Total	0	2	83	5	90	0	1	177	2	180	0	0	0	3	3	0	12	0	0	12	285
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	26	2	28	0	1	30	0	31	0	0	1	0	1	1	0	1	0	2	62
11:15 AM	0	0	30	3	33	0	0	24	1	25	0	1	0	0	1	0	0	0	0	0	59
11:30 AM	0	0	29	1	30	0	0	27	0	27	0	0	0	2	2	0	1	0	1	2	61
11:45 AM	0	0	32	2	34	0	1	32	0	33	0	2	2	3	7	0	2	2	2	6	80
Total	0	0	117	8	125	0	2	113	1	116	0	3	3	5	11	1	3	3	3	10	262
12:00 PM	0	2	37	2	41	0	0	25	1	26	0	0	0	1	1	0	5	0	1	6	74
12:15 PM	0	0	35	2	37	0	2	25	0	27	0	0	1	1	2	0	2	0	0	2	68
12:30 PM	0	0	33	3	36	0	0	22	0	22	0	0	1	1	2	0	4	0	0	4	64
12:45 PM	0	0	40	7	47	0	0	24	0	24	0	0	2	0	2	0	3	0	0	3	76
Total	0	2	145	14	161	0	2	96	1	99	0	0	4	3	7	0	14	0	1	15	282
01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	0	1	49	2	52	0	0	29	0	29	0	0	2	1	3	0	3	0	0	3	87
02:15 PM	0	0	30	2	32	0	0	55	0	55	0	0	1	1	2	0	0	0	0	0	89
02:30 PM	0	0	45	1	46	0	0	29	1	30	0	0	0	0	0	0	1	0	0	1	77
02:45 PM	0	0	39	6	45	0	0	28	1	29	0	0	0	1	1	0	5	0	1	6	81
Total	0	1	163	11	175	0	0	141	2	143	0	0	3	3	6	0	9	0	1	10	334
03:00 PM	0	2	35	5	42	0	0	27	0	27	0	0	0	0	0	0	0	0	0	0	69
03:15 PM	0	1	38	9	48	0	0	29	0	29	0	0	2	2	4	0	0	0	1	1	82
03:30 PM	0	1	33	4	38	0	0	18	0	18	0	0	1	2	3	0	0	0	1	1	60

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Ocean Terrace

Weather: Clear

County: Volusia

File Name : Ocean_TMC

Site Code :

Start Date : 9/25/2024

Page No : 2

Groups Printed- Vehicles - Heavy Vehicles - Bicycles on Road

	Halifax Dr Northbound					Halifax Dr Southbound					Ocean Terrace Eastbound					Ocean Terrace Westbound					
Start Time	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	Int. Total
03:45 PM	0	0	34	4	38	0	1	22	0	23	0	0	1	0	1	0	0	0	0	0	62
Total	0	4	140	22	166	0	1	96	0	97	0	0	4	4	8	0	0	0	2	2	273
04:00 PM	0	1	27	2	30	0	0	27	0	27	0	0	2	0	2	0	3	0	0	3	62
04:15 PM	0	1	47	0	48	0	0	25	0	25	0	0	0	1	1	0	1	0	0	1	75
04:30 PM	0	0	38	3	41	0	0	27	0	27	0	0	2	2	4	0	1	0	1	2	74
04:45 PM	0	1	59	3	63	0	0	22	0	22	0	0	1	1	2	0	2	0	0	2	89
Total	0	3	171	8	182	0	0	101	0	101	0	0	5	4	9	0	7	0	1	8	300
05:00 PM	0	0	52	3	55	0	0	22	1	23	0	0	0	0	0	0	0	0	1	1	79
05:15 PM	0	2	55	2	59	0	0	21	0	21	0	0	0	1	1	0	1	0	0	1	82
05:30 PM	0	3	56	5	64	0	0	28	0	28	0	0	0	2	2	0	1	0	2	3	97
05:45 PM	0	1	46	3	50	0	1	17	0	18	0	0	0	1	1	0	0	0	0	0	69
Total	0	6	209	13	228	0	1	88	1	90	0	0	0	4	4	0	2	0	3	5	327
Grand Total	0	18	1157	83	1258	0	8	990	7	1005	0	3	19	28	50	1	58	4	12	75	2388
Apprch %	0	1.4	92	6.6		0	0.8	98.5	0.7		0	6	38	56		1.3	77.3	5.3	16		
Total %	0	0.8	48.5	3.5	52.7	0	0.3	41.5	0.3	42.1	0	0.1	0.8	1.2	2.1	0	2.4	0.2	0.5	3.1	
Vehicles	0	18	1136	81	1235	0	7	962	6	975	0	3	17	27	47	0	58	4	12	74	2331
% Vehicles	0	100	98.2	97.6	98.2	0	87.5	97.2	85.7	97	0	100	89.5	96.4	94	0	100	100	100	98.7	97.6
Heavy Vehicles	0	0	14	1	15	0	1	20	1	22	0	0	0	1	1	0	0	0	0	0	38
% Heavy Vehicles	0	0	1.2	1.2	1.2	0	12.5	2	14.3	2.2	0	0	0	3.6	2	0	0	0	0	0	1.6
Bicycles on Road	0	0	7	1	8	0	0	8	0	8	0	0	2	0	2	1	0	0	0	1	19
% Bicycles on Road	0	0	0.6	1.2	0.6	0	0	0.8	0	0.8	0	0	10.5	0	4	100	0	0	0	1.3	0.8

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Ocean Terrace

Weather: Clear

County: Volusia

File Name : Ocean_TMC

Site Code :

Start Date : 9/25/2024

Page No : 1

Groups Printed- Heavy Vehicles

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Ocean Terrace Eastbound					Ocean Terrace Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:30 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	2	0	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
08:00 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
08:15 AM	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
08:30 AM	0	0	1	1	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	4	1	5	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	7
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM	0	0	0	0	0	0	0	2	1	3	0	0	0	0	0	0	0	0	0	0	3
11:30 AM	0	0	0	0	0	0	0	2	0	2	0	0	0	1	1	0	0	0	0	0	3
11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	4	1	5	0	0	0	1	1	0	0	0	0	0	6
12:00 PM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
12:15 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
12:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
12:45 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	2	0	2	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	5
01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
02:45 PM	0	0	2	0	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	3	0	3	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	5
03:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
03:15 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
03:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Ocean Terrace

Weather: Clear

County: Volusia

File Name : Ocean_TMC

Site Code :

Start Date : 9/25/2024

Page No : 2

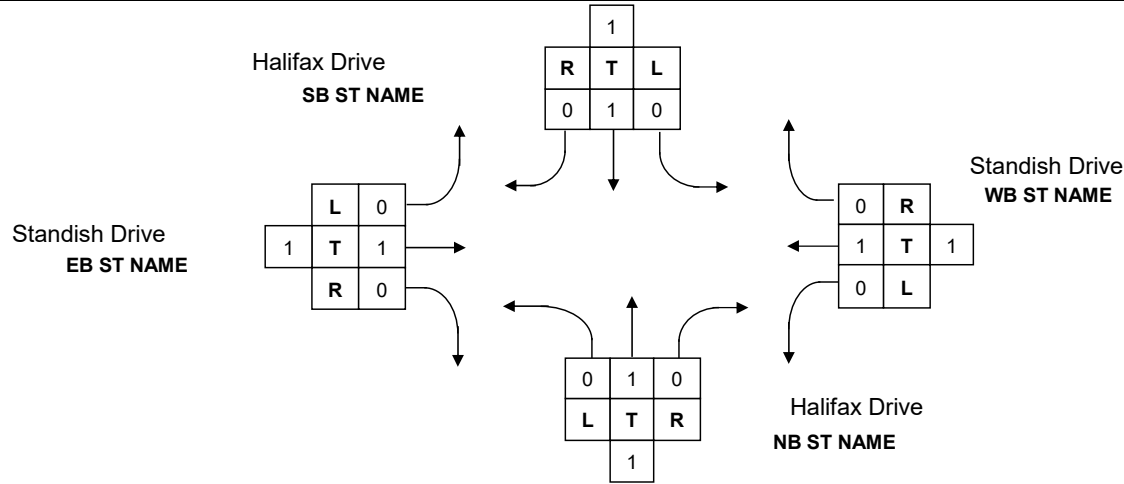
Groups Printed- Heavy Vehicles

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Ocean Terrace Eastbound					Ocean Terrace Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
03:45 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	1	0	1	0	1	2	0	3	0	0	0	0	0	0	0	0	0	0	4
04:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
04:45 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	3
05:00 PM	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	2
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	1	0	1	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	5
Grand Total	0	0	14	1	15	0	1	20	1	22	0	0	0	1	1	0	0	0	0	0	38
Apprch %	0	0	93.3	6.7		0	4.5	90.9	4.5		0	0	0	100		0	0	0	0		
Total %	0	0	36.8	2.6	39.5	0	2.6	52.6	2.6	57.9	0	0	0	2.6	2.6	0	0	0	0	0	

North Halifax Drive & Standish Drive

**FLORIDA DEPARTMENT OF TRANSPORTATION
SUMMARY OF VEHICLE MOVEMENTS**

SECTION	N/A	STATE ROUTE Halifax Drive	COUNTY Volusia
MILEPOST	N/A	INTERSECTING ROUTE Standish Drive	CITY Ormond Beach
OBSERVER	Burgess & Niple, Inc	DATE 9/25/2024	
WEATHER	Clear	ROAD CONDITION Dry	
REMARKS			
FORM COMPLETED BY TR			



TIME BEGIN/END	NORTHBOUND					SOUTHBOUND					TOTAL	EASTBOUND					WESTBOUND					TOTAL	TOTAL
	U	L	T	R	TOT	U	L	T	R	TOT	N/S	U	L	T	R	TOT	U	L	T	R	TOT	E/W	INT
7 - 8	0	1	128	1	130	0	1	164	1	166	296	0	1	0	3	4	0	5	0	5	10	14	310
8 - 9	0	1	79	1	81	0	0	142	1	143	224	0	1	1	6	8	0	6	4	1	11	19	243
11 - 12	0	2	105	2	109	0	0	96	1	97	206	0	2	2	5	9	0	6	0	1	7	16	222
12 - 1	0	2	132	2	136	0	1	87	1	89	225	0	3	0	2	5	0	3	0	4	7	12	237
2 - 3	0	3	147	6	156	0	2	127	2	131	287	0	2	2	5	9	0	5	1	6	12	21	308
3 - 4	0	3	119	6	128	0	4	85	2	91	219	0	0	0	3	3	0	7	3	2	12	15	234
4 - 5	0	4	155	4	163	0	0	87	1	88	251	0	2	2	4	8	0	5	1	4	10	18	269
5 - 6	0	6	188	5	199	0	3	74	1	78	277	0	0	3	4	7	0	4	1	0	5	12	289
TOTAL	0	22	1,053	27	1,102	0	11	862	10	883	1,985	0	11	10	32	53	0	41	10	23	74	127	2,112
Percentage	0%	2%	96%	2%		0%	1%	98%	1%			0%	21%	19%	60%		0%	77%	19%	43%			
Maximum	0	6	188	6		0	4	164	2			0	3	3	6		0	7	4	6			
Minimum	0	1	79	1		0	0	74	1			0	0	0	2		0	3	0	0			
Truck Percentage	0.0%	0.0%	1.2%	7.4%	1.4%	0.0%	0.0%	2.3%	10.0%	2.4%	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.9%	0.0%	13.0%	6.8%	-	1.9%

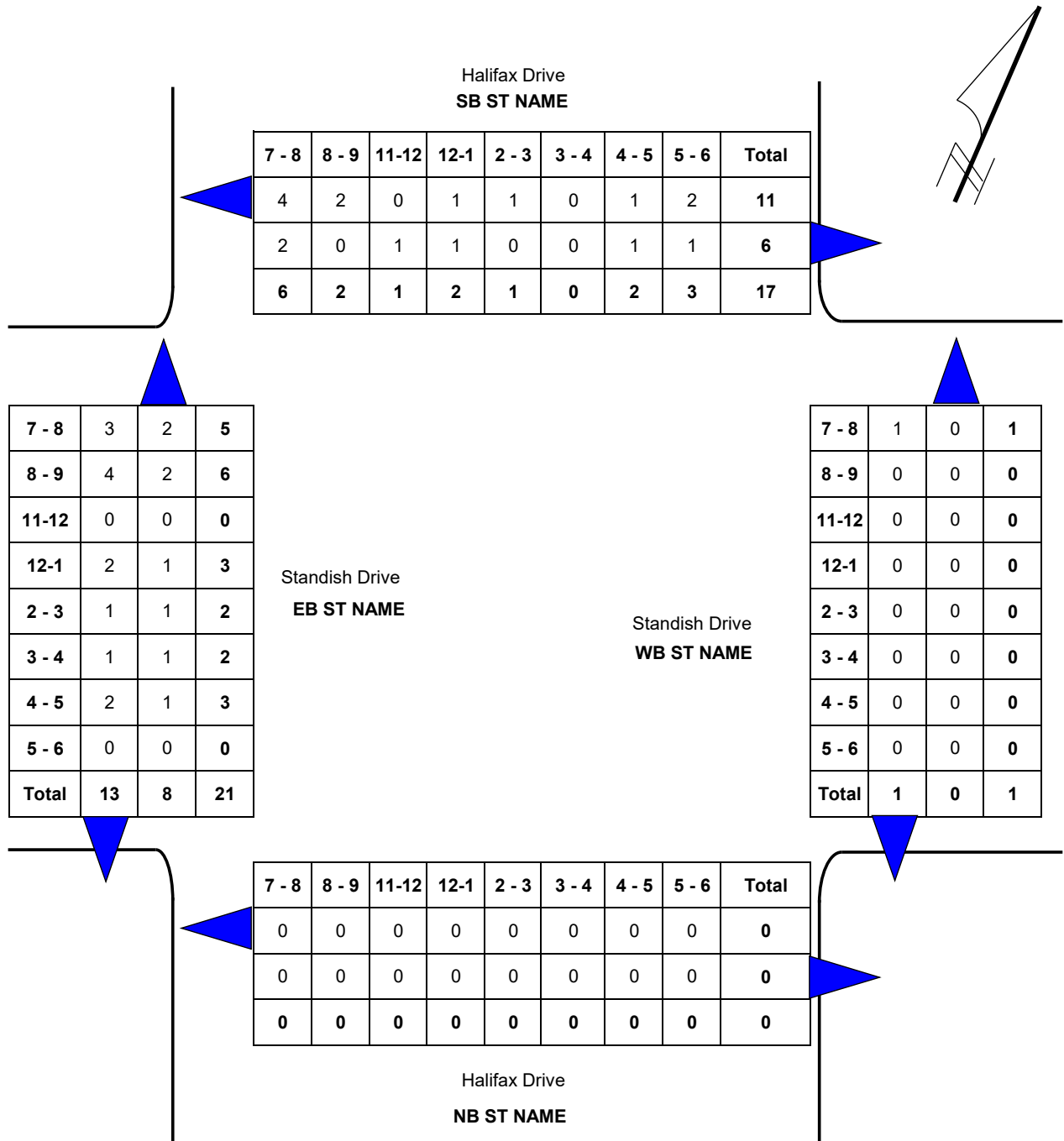
FLORIDA DEPARTMENT OF TRANSPORTATION

PEDESTRIAN MOVEMENT SUMMARY

SECTION N/A STATE ROUTE Halifax Drive COUNTY Volusia
 STATE ROUTE N/A INTERSECTING ROUTE Standish Drive CITY Ormond Beach
 OBSERVER Burgess & Niple, Inc DATE 9/25/2024

REMARKS

FORM COMPLETED BY TR



Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Standish Drive

Weather: Clear

County: Volusia

File Name : Standish_TMC

Site Code :

Start Date : 9/25/2024

Page No : 1

Groups Printed- Vehicles - Heavy Vehicles - Bicycles on Road

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Standish Dr Eastbound					Standish Dr Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
07:00 AM	0	1	8	0	9	0	1	20	0	21	0	0	0	0	0	0	2	0	1	3	33
07:15 AM	0	0	26	0	26	0	0	38	0	38	0	0	0	1	1	0	1	0	2	3	68
07:30 AM	0	0	47	0	47	0	0	54	1	55	0	1	0	0	1	0	2	0	1	3	106
07:45 AM	0	0	47	1	48	0	0	52	0	52	0	0	0	2	2	0	0	0	1	1	103
Total	0	1	128	1	130	0	1	164	1	166	0	1	0	3	4	0	5	0	5	10	310
08:00 AM	0	0	15	0	15	0	0	36	0	36	0	1	0	2	3	0	2	2	0	4	58
08:15 AM	0	0	26	1	27	0	0	39	0	39	0	0	0	3	3	0	0	1	1	2	71
08:30 AM	0	1	20	0	21	0	0	39	0	39	0	0	1	0	1	0	4	1	0	5	66
08:45 AM	0	0	18	0	18	0	0	28	1	29	0	0	0	1	1	0	0	0	0	0	48
Total	0	1	79	1	81	0	0	142	1	143	0	1	1	6	8	0	6	4	1	11	243
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	2	17	0	19	0	0	27	0	27	0	1	0	1	2	0	1	0	0	1	49
11:15 AM	0	0	31	0	31	0	0	24	0	24	0	1	0	0	1	0	2	0	0	2	58
11:30 AM	0	0	25	1	26	0	0	22	1	23	0	0	0	0	0	0	1	0	0	1	50
11:45 AM	0	0	32	1	33	0	0	23	0	23	0	0	2	4	6	0	2	0	1	3	65
Total	0	2	105	2	109	0	0	96	1	97	0	2	2	5	9	0	6	0	1	7	222
12:00 PM	0	0	33	0	33	0	0	25	0	25	0	1	0	1	2	0	0	0	0	0	60
12:15 PM	0	0	39	1	40	0	0	24	0	24	0	1	0	0	1	0	1	0	2	3	68
12:30 PM	0	1	27	1	29	0	0	20	0	20	0	0	0	1	1	0	1	0	1	2	52
12:45 PM	0	1	33	0	34	0	1	18	1	20	0	1	0	0	1	0	1	0	1	2	57
Total	0	2	132	2	136	0	1	87	1	89	0	3	0	2	5	0	3	0	4	7	237
01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	0	0	48	1	49	0	0	26	0	26	0	2	1	0	3	0	1	0	4	5	83
02:15 PM	0	0	25	1	26	0	1	50	0	51	0	0	1	2	3	0	1	0	1	2	82
02:30 PM	0	3	35	3	41	0	1	25	1	27	0	0	0	2	2	0	1	0	1	2	72
02:45 PM	0	0	39	1	40	0	0	26	1	27	0	0	0	1	1	0	2	1	0	3	71
Total	0	3	147	6	156	0	2	127	2	131	0	2	2	5	9	0	5	1	6	12	308
03:00 PM	0	1	27	4	32	0	2	23	2	27	0	0	0	1	1	0	1	1	2	4	64
03:15 PM	0	1	35	1	37	0	1	24	0	25	0	0	0	2	2	0	2	0	0	2	66
03:30 PM	0	1	27	0	28	0	1	19	0	20	0	0	0	0	0	0	0	0	0	0	48

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

File Name : Standish_TMC

Site Code :

Start Date : 9/25/2024

Page No : 2

Groups Printed- Vehicles - Heavy Vehicles - Bicycles on Road

	Halifax Dr Northbound					Halifax Dr Southbound					Standish Dr Eastbound					Standish Dr Westbound					
Start Time	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	Int. Total
03:45 PM	0	0	30	1	31	0	0	19	0	19	0	0	0	0	0	0	4	2	0	6	56
Total	0	3	119	6	128	0	4	85	2	91	0	0	0	3	3	0	7	3	2	12	234
04:00 PM	0	0	28	0	28	0	0	22	0	22	0	1	1	0	2	0	1	0	2	3	55
04:15 PM	0	1	39	0	40	0	0	22	0	22	0	1	1	1	3	0	2	0	2	4	69
04:30 PM	0	2	36	2	40	0	0	21	1	22	0	0	0	3	3	0	1	1	0	2	67
04:45 PM	0	1	52	2	55	0	0	22	0	22	0	0	0	0	0	0	1	0	0	1	78
Total	0	4	155	4	163	0	0	87	1	88	0	2	2	4	8	0	5	1	4	10	269
05:00 PM	0	0	42	0	42	0	1	19	1	21	0	0	2	0	2	0	1	0	0	1	66
05:15 PM	0	2	54	2	58	0	1	16	0	17	0	0	0	1	1	0	2	1	0	3	79
05:30 PM	0	3	49	2	54	0	1	23	0	24	0	0	0	1	1	0	1	0	0	1	80
05:45 PM	0	1	43	1	45	0	0	16	0	16	0	0	1	2	3	0	0	0	0	0	64
Total	0	6	188	5	199	0	3	74	1	78	0	0	3	4	7	0	4	1	0	5	289
Grand Total	0	22	1053	27	1102	0	11	862	10	883	0	11	10	32	53	0	41	10	23	74	2112
Apprch %	0	2	95.6	2.5		0	1.2	97.6	1.1		0	20.8	18.9	60.4		0	55.4	13.5	31.1		
Total %	0	1	49.9	1.3	52.2	0	0.5	40.8	0.5	41.8	0	0.5	0.5	1.5	2.5	0	1.9	0.5	1.1	3.5	
Vehicles	0	22	1033	24	1079	0	11	835	9	855	0	11	9	32	52	0	39	10	20	69	2055
% Vehicles	0	100	98.1	88.9	97.9	0	100	96.9	90	96.8	0	100	90	100	98.1	0	95.1	100	87	93.2	97.3
Heavy Vehicles	0	0	13	2	15	0	0	20	1	21	0	0	0	0	0	0	2	0	3	5	41
% Heavy Vehicles	0	0	1.2	7.4	1.4	0	0	2.3	10	2.4	0	0	0	0	0	0	4.9	0	13	6.8	1.9
Bicycles on Road	0	0	7	1	8	0	0	7	0	7	0	0	1	0	1	0	0	0	0	0	16
% Bicycles on Road	0	0	0.7	3.7	0.7	0	0	0.8	0	0.8	0	0	10	0	1.9	0	0	0	0	0	0.8

Burgess & Niple

1800 Pembroke Drive, Suite 265

Orlando, FL 32810

813.962.8689

Location: Halifax Drive & Standish Drive

Weather: Clear

County: Volusia

File Name : Standish_TMC

Site Code :

Start Date : 9/25/2024

Page No : 1

Groups Printed- Heavy Vehicles

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Standish Dr Eastbound					Standish Dr Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
07:30 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
07:45 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	2	0	2	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	4
08:00 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
08:15 AM	0	0	2	0	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
08:30 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
08:45 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	4	0	4	0	0	3	1	4	0	0	0	0	0	0	0	0	0	0	8
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2	0	0	2	3
11:30 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
11:45 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	2	0	0	2	5
12:00 PM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
12:15 PM	0	0	0	1	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
12:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
12:45 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	2	1	3	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	6
01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	3
02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
02:45 PM	0	0	1	1	2	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	3	1	4	0	0	2	0	2	0	0	0	0	0	0	0	0	1	1	7
03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1

Burgess & Niple

1800 Pembroke Drive, Suite 265
Orlando, FL 32810
813.962.8689

File Name : Standish_TMC

Site Code :

Start Date : 9/25/2024

Page No : 2

Groups Printed- Heavy Vehicles

Start Time	Halifax Dr Northbound					Halifax Dr Southbound					Standish Dr Eastbound					Standish Dr Westbound					Int. Total
	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	U-Turn	Left	Thru	Right	App. Total	
03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2	2	3
04:00 PM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
04:15 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
04:45 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	2	0	2	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	5
05:00 PM	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	2
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
Grand Total	0	0	13	2	15	0	0	20	1	21	0	0	0	0	0	0	2	0	3	5	41
Apprch %	0	0	86.7	13.3		0	0	95.2	4.8		0	0	0	0		0	40	0	60		
Total %	0	0	31.7	4.9	36.6	0	0	48.8	2.4	51.2	0	0	0	0	0	0	4.9	0	7.3	12.2	

APPENDIX B

Pedestrian and Bicycle Crossings Count

PEDESTRIAN & BICYCLE CROSSING COUNT

LOCATION: N Halifax Drive (E Granada Blvd - Publix Driveway)		DATE: (10/17/2024)		WEATHER: Clear		C - Child;		S - Senior Citizen;		D - Disability	
7 - 8am											0
8- 9am											0
11 - 12pm											0
12 - 1pm	1										1
											Total
7 - 8am	2										2
8- 9am	1	2(S)								2(S)	5
11 - 12pm	2										2
12 - 1pm	1(S)										1
											
7 - 8am											0
8- 9am	1	1								2(S) 1	5
11 - 12pm	3(S) 4	2(S)								1(S)	10
12 - 1pm	2(S) 4	1								1	8
											Total
7 - 8am											0
8- 9am	1(S)										1
11 - 12pm	2										2
12 - 1pm	3										0

PEDESTRIAN & BICYCLE CROSSING COUNT

LOCATION: N Halifax Drive (E Granada Blvd - Publix Driveway)		DATE: (10/17/2024)	WEATHER: Clear	C - Child;	S - Senior Citizen;	D - Disability
2 - 3pm					1	1
3- 4pm				1		1
4 - 5pm	1					1
5 - 6pm						0
						Total
2 - 3pm	2(S)	2			3	8
3- 4pm						0
4 - 5pm	2				1	3
5 - 6pm	1				1(S)	2



2 - 3pm	1	1							2
3- 4pm	1(S)	1							2
4 - 5pm	1							1	2
5 - 6pm	2(S)	3	1	1(S)				1	8
									Total
2 - 3pm	1								1
3- 4pm									0
4 - 5pm	1								1
5 - 6pm									0

APPENDIX C

Spot Speed Data

SPEED COUNT REPORT

Location: Halifax Dr north of Granada Blvd
City/County: Ormond Beach/Volusia
GPS: 29.293040, -81.046863
Direction: Northbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	4
100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	2	2	1	1	0	0	0	0	0	6
115	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
130	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
145	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
200	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	2	5	1	1	0	0	0	0	0	9
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
300	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
315	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
415	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
445	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
515	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
530	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
545	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
600	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	2	4	1	1	0	0	0	0	0	8
615	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
630	0	0	0	1	2	1	2	3	1	0	0	0	0	0	0	10
645	0	0	0	0	1	0	3	5	3	0	0	0	0	0	0	12
700	0	0	0	0	0	0	3	9	3	0	1	0	0	0	0	16
Hourly Total	0	0	0	1	3	2	8	17	7	0	1	0	0	0	0	39
715	0	0	0	0	0	0	4	9	3	1	0	0	0	0	0	17
730	0	0	0	1	1	1	9	14	4	0	0	0	0	0	0	30
745	0	0	0	0	0	6	9	31	9	3	0	0	0	0	0	58
800	0	0	0	0	1	2	18	13	6	2	0	0	0	0	0	42
Hourly Total	0	0	0	1	2	9	40	67	22	6	0	0	0	0	0	147

815	0	0	0	1	0	4	7	3	4	1	0	0	0	0	20
830	0	0	0	0	0	0	9	14	10	1	0	0	0	0	34
845	0	0	0	0	0	2	15	25	10	0	0	0	0	0	52
900	0	0	0	0	1	1	13	26	9	1	0	0	0	0	51
Hourly Total	0	0	0	1	1	7	44	68	33	3	0	0	0	0	157
915	0	0	1	0	0	2	8	22	6	1	0	0	0	0	40
930	0	1	0	0	0	1	12	26	2	1	0	0	0	0	43
945	0	0	0	0	0	2	15	16	6	0	0	0	0	0	39
1000	0	0	0	0	1	1	9	17	6	2	0	0	0	0	36
Hourly Total	0	1	1	0	1	6	44	81	20	4	0	0	0	0	158
1015	0	0	0	1	0	2	13	20	7	1	0	0	0	0	44
1030	0	0	0	0	0	2	7	24	13	2	0	0	0	0	48
1045	0	0	0	0	1	1	10	26	7	1	0	0	0	0	46
1100	0	0	0	0	0	3	12	31	3	0	0	0	0	0	49
Hourly Total	0	0	0	1	1	8	42	101	30	4	0	0	0	0	187
1115	0	0	0	0	0	3	17	26	8	3	0	0	0	0	57
1130	0	0	0	1	0	7	13	31	9	0	1	0	0	0	62
1145	0	0	0	1	0	3	11	16	7	1	0	0	0	0	39
1200	0	0	0	0	0	1	10	34	6	1	0	0	0	0	52
Hourly Total	0	0	0	2	0	14	51	107	30	5	1	0	0	0	210
1215	0	0	0	0	0	0	10	29	12	2	0	0	0	0	53
1230	0	0	0	0	0	3	18	26	6	1	0	0	0	0	54
1245	0	0	0	0	0	1	10	28	11	0	0	0	0	0	50
1300	0	0	0	0	0	1	9	32	11	3	0	0	0	0	56
Hourly Total	0	0	0	0	0	5	47	115	40	6	0	0	0	0	213
1315	0	0	0	2	3	3	15	36	10	1	0	0	0	0	70
1330	0	0	1	0	0	2	14	26	9	0	0	0	0	0	52
1345	0	0	0	0	0	2	10	25	7	0	0	0	0	0	44
1400	0	0	0	0	0	1	12	29	7	0	0	0	0	0	49
Hourly Total	0	0	1	2	3	8	51	116	33	1	0	0	0	0	215
1415	0	0	0	0	0	4	7	30	7	0	0	0	0	0	48
1430	0	0	0	0	2	1	8	27	12	0	0	0	0	0	50
1445	0	0	0	1	1	1	22	35	8	1	0	0	0	0	69
1500	0	0	1	0	0	12	19	41	8	2	0	1	0	0	84
Hourly Total	0	0	1	1	3	18	56	133	35	3	0	1	0	0	251
1515	0	0	0	0	1	0	15	38	13	0	0	0	0	0	67
1530	0	0	0	0	0	3	18	28	3	0	0	0	0	0	52
1545	0	0	0	1	0	3	12	38	8	2	0	0	0	0	64
1600	0	0	2	0	2	4	10	36	15	3	0	0	0	0	72
Hourly Total	0	0	2	1	3	10	55	140	39	5	0	0	0	0	255
1615	0	0	0	0	1	3	8	30	22	2	1	0	0	0	67
1630	0	0	0	0	0	0	23	38	12	2	0	0	0	0	75
1645	0	0	0	0	1	1	12	39	19	2	0	0	0	0	74
1700	0	0	0	1	0	0	10	41	13	0	0	0	0	0	65
Hourly Total	0	0	0	1	2	4	53	148	66	6	1	0	0	0	281
1715	0	0	0	0	0	3	27	42	10	0	0	0	0	0	82
1730	0	0	0	0	0	3	39	32	13	1	0	0	0	0	88
1745	0	0	0	0	0	4	20	33	17	2	1	0	0	0	77
1800	0	1	0	1	0	5	21	33	4	1	0	0	0	0	66

Hourly Total	0	1	0	1	0	15	107	140	44	4	1	0	0	0	0	313
1815	0	0	1	0	0	4	25	33	10	1	0	0	0	0	0	74
1830	0	0	0	0	0	1	16	39	10	1	0	0	0	0	0	67
1845	0	0	0	0	0	3	4	30	16	0	0	0	0	0	0	53
1900	0	0	0	0	1	2	9	15	7	0	0	0	0	0	0	34
Hourly Total	0	0	1	0	1	10	54	117	43	2	0	0	0	0	0	228
1915	0	0	0	0	1	1	14	33	6	1	0	0	0	0	0	56
1930	0	0	0	1	1	2	15	22	1	0	0	0	0	0	0	42
1945	0	0	0	0	1	1	6	14	9	1	0	0	0	0	0	32
2000	0	0	1	0	0	5	12	21	1	1	0	0	0	0	0	41
Hourly Total	0	0	1	1	3	9	47	90	17	3	0	0	0	0	0	171
2015	0	0	0	0	0	0	10	17	7	0	0	0	0	0	0	34
2030	0	0	0	0	1	0	4	19	3	2	0	0	0	0	0	29
2045	0	0	0	0	0	4	3	11	4	0	1	0	0	0	0	23
2100	0	0	0	0	0	5	10	15	6	1	0	0	0	0	0	37
Hourly Total	0	0	0	0	1	9	27	62	20	3	1	0	0	0	0	123
2115	0	0	0	0	0	2	11	9	5	0	0	0	0	0	0	27
2130	0	0	0	0	1	0	9	9	7	2	0	0	0	0	0	28
2145	0	0	0	0	0	1	6	7	4	0	0	0	0	0	0	18
2200	0	0	0	0	0	1	6	8	4	0	0	0	0	0	0	19
Hourly Total	0	0	0	0	1	4	32	33	20	2	0	0	0	0	0	92
2215	0	0	0	0	0	0	1	4	3	0	0	0	0	0	0	8
2230	0	0	0	0	0	0	3	4	0	0	0	0	0	0	0	7
2245	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
2300	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	4	9	6	0	0	0	0	0	0	19
2315	0	0	0	0	0	0	1	1	3	0	0	0	0	0	0	5
2330	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4
2345	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2
2400	0	0	0	0	0	2	1	2	0	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	3	2	8	3	0	0	0	0	0	0	16
DAILY TOTAL	0	2	7	13	25	142	773	1563	513	60	5	1	0	0	0	3104
Percentages	0.0%	0.1%	0.2%	0.4%	0.8%	4.6%	24.9%	50.4%	16.5%	1.9%	0.2%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	31.8 mph	Vehicles > 35mph	2,142
50th Percentile Speed	36.9 mph	% Vehicles > 35mph	69.0%
85th Percentile Speed	41.1 mph	10mph Pace Speed	31-40 mph
Average Speed	36.6 mph	Vehicles in Pace	2,336
		% Vehicles in Pace	75.3%

SPEED COUNT REPORT

Location: Halifax Dr north of Granada Blvd
City/County: Ormond Beach/Volusia
GPS: 29.293040, -81.046863
Direction: Southbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	1	1	2	0	1	0	0	0	0	0	5
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
100	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	1	3	4	0	1	0	0	0	0	0	9
115	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
130	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	3
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	2	1	1	0	0	0	0	0	0	4
315	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	3
415	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
430	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
445	0	0	0	0	0	1	1	0	2	0	0	0	0	0	0	4
500	0	0	0	0	0	0	2	1	2	0	1	1	0	0	0	7
Hourly Total	0	0	0	0	0	1	4	3	6	0	1	1	0	0	0	16
515	0	0	0	0	0	1	1	3	1	0	0	0	0	0	0	6
530	0	0	0	0	0	2	2	4	3	1	1	0	0	0	0	13
545	0	0	0	0	0	0	6	4	3	0	0	0	0	0	0	13
600	0	0	0	0	0	1	2	3	2	1	0	0	0	0	0	9
Hourly Total	0	0	0	0	0	4	11	14	9	2	1	0	0	0	0	41
615	0	0	0	0	0	2	6	6	4	0	1	0	0	0	0	19
630	0	0	0	1	1	1	8	5	2	1	0	0	0	0	0	19
645	0	0	0	0	1	6	5	8	5	0	1	0	0	0	0	26
700	0	0	0	0	1	2	12	16	5	0	0	0	0	0	0	36
Hourly Total	0	0	0	1	3	11	31	35	16	1	2	0	0	0	0	100
715	0	0	0	0	2	5	7	18	5	1	0	0	0	0	0	38
730	0	0	0	1	0	2	24	34	8	3	0	0	0	0	0	72
745	0	0	0	0	3	9	18	40	9	2	0	0	0	0	0	81
800	0	0	0	1	4	2	23	41	15	2	0	0	0	0	0	88
Hourly Total	0	0	0	2	9	18	72	133	37	8	0	0	0	0	0	279

815	0	0	0	0	0	9	19	30	9	1	0	0	0	0	0	68
830	0	0	0	1	0	1	26	24	12	3	0	0	0	0	0	67
845	0	0	0	0	5	1	16	32	13	1	0	0	0	0	0	68
900	0	0	1	0	0	1	24	39	13	1	0	0	0	0	0	79
Hourly Total	0	0	1	1	5	12	85	125	47	6	0	0	0	0	0	282
915	0	0	0	0	1	5	28	26	10	0	0	0	0	0	0	70
930	0	0	1	2	1	2	17	44	12	1	0	0	0	0	0	80
945	0	0	0	0	0	8	26	16	1	1	1	0	0	0	0	53
1000	0	0	0	0	0	1	22	24	8	0	0	0	0	0	0	55
Hourly Total	0	0	1	2	2	16	93	110	31	2	1	0	0	0	0	258
1015	0	0	0	0	0	0	9	33	11	0	0	0	0	0	0	53
1030	0	0	0	0	1	4	21	17	1	2	0	0	0	0	0	46
1045	0	0	0	0	0	0	16	23	10	0	0	0	0	0	0	49
1100	0	0	1	0	0	3	13	18	7	2	0	0	0	0	0	44
Hourly Total	0	0	1	0	1	7	59	91	29	4	0	0	0	0	0	192
1115	0	0	0	0	0	3	26	22	8	0	0	0	0	0	0	59
1130	0	0	0	0	0	2	16	19	13	2	0	0	0	0	0	52
1145	0	0	0	2	2	2	4	31	7	1	0	0	0	0	0	49
1200	0	0	0	0	1	5	20	12	3	2	0	0	0	0	0	43
Hourly Total	0	0	0	2	3	12	66	84	31	5	0	0	0	0	0	203
1215	0	0	0	1	0	5	21	18	4	1	1	0	0	0	0	51
1230	0	0	0	0	1	2	9	30	2	1	0	0	0	0	0	45
1245	0	0	0	0	0	3	16	29	6	0	0	0	0	0	0	54
1300	0	0	0	0	0	5	19	20	7	0	0	0	0	0	0	51
Hourly Total	0	0	0	1	1	15	65	97	19	2	1	0	0	0	0	201
1315	0	0	0	0	0	0	16	26	7	0	0	0	0	0	0	49
1330	0	0	0	1	3	7	15	21	7	2	0	0	0	0	0	56
1345	0	0	0	0	0	0	17	27	8	0	0	0	0	0	0	52
1400	0	0	0	1	0	2	7	19	7	1	0	0	0	0	0	37
Hourly Total	0	0	0	2	3	9	55	93	29	3	0	0	0	0	0	194
1415	0	0	0	1	0	3	19	10	5	1	0	0	0	0	0	39
1430	0	0	0	0	0	2	14	20	10	2	0	0	0	0	0	48
1445	0	0	0	0	4	5	14	25	9	0	0	0	0	0	0	57
1500	0	0	0	0	0	2	31	18	0	2	0	0	0	0	0	53
Hourly Total	0	0	0	1	4	12	78	73	24	5	0	0	0	0	0	197
1515	0	0	1	1	0	1	14	18	10	0	0	0	0	0	0	45
1530	0	0	0	0	0	5	25	25	9	1	0	0	0	0	0	65
1545	0	0	1	0	0	0	14	21	6	1	0	0	0	0	0	43
1600	0	1	0	0	1	2	9	27	1	1	0	0	0	0	0	42
Hourly Total	0	1	2	1	1	8	62	91	26	3	0	0	0	0	0	195
1615	0	0	0	2	1	10	20	20	8	0	0	0	0	0	0	61
1630	0	0	0	0	0	0	8	20	12	1	0	0	0	0	0	41
1645	0	0	0	0	0	1	15	23	11	1	0	0	0	0	0	51
1700	0	0	0	0	0	0	14	32	6	2	0	0	0	0	0	54
Hourly Total	0	0	0	2	1	11	57	95	37	4	0	0	0	0	0	207
1715	0	0	0	0	0	2	17	24	12	0	0	0	0	0	0	55
1730	0	1	0	0	0	0	13	20	4	0	0	0	0	0	0	38
1745	0	0	0	0	0	4	15	20	7	0	0	0	0	0	0	46
1800	0	0	0	0	0	1	12	18	3	2	0	0	0	0	0	36

Hourly Total	0	1	0	0	0	7	57	82	26	2	0	0	0	0	0	175
1815	0	0	0	0	1	0	11	20	2	0	0	0	0	0	0	34
1830	0	0	0	0	0	1	20	13	5	2	0	0	0	0	0	41
1845	0	0	0	0	0	1	12	17	5	0	0	0	0	0	0	35
1900	0	0	0	0	2	0	10	14	1	0	0	0	0	0	0	27
Hourly Total	0	0	0	0	3	2	53	64	13	2	0	0	0	0	0	137
1915	0	0	0	0	0	3	8	8	1	0	0	0	0	0	0	20
1930	0	0	1	0	1	3	8	8	3	1	0	0	0	0	0	25
1945	0	0	0	0	0	1	6	7	2	0	0	0	0	0	0	16
2000	0	0	0	0	0	2	13	9	1	0	0	0	0	0	0	25
Hourly Total	0	0	1	0	1	9	35	32	7	1	0	0	0	0	0	86
2015	0	0	0	0	0	2	7	3	0	0	0	0	0	0	0	12
2030	0	0	0	0	0	1	4	6	0	0	0	0	0	0	0	11
2045	0	0	0	0	1	2	19	2	2	2	0	0	0	0	0	28
2100	0	0	0	0	0	0	4	3	1	0	0	0	0	0	0	8
Hourly Total	0	0	0	0	1	5	34	14	3	2	0	0	0	0	0	59
2115	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0	12
2130	0	0	0	0	0	1	3	5	2	0	0	0	0	0	0	11
2145	0	0	0	0	0	0	4	3	1	1	0	0	0	0	0	9
2200	0	0	0	0	0	0	2	3	1	0	0	0	0	0	0	6
Hourly Total	0	0	0	0	0	1	9	17	10	1	0	0	0	0	0	38
2215	0	0	0	0	0	0	1	3	1	0	0	0	0	0	0	5
2230	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	3
2245	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	4
2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	1	3	6	2	0	0	0	0	0	0	12
2315	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
2330	0	0	0	0	0	0	3	1	0	0	0	0	0	0	0	4
2345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2400	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	3	2	1	1	0	0	0	0	0	7
DAILY TOTAL	0	2	6	15	38	162	937	1269	407	55	6	1	0	0	0	2898
Percentages	0.0%	0.1%	0.2%	0.5%	1.3%	5.6%	32.3%	43.8%	14.0%	1.9%	0.2%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	31.1 mph	Vehicles > 35mph	1,738
50th Percentile Speed	36.1 mph	% Vehicles > 35mph	60.0%
85th Percentile Speed	40.4 mph	10mph Pace Speed	31-40 mph
Average Speed	35.9 mph	Vehicles in Pace	2,206
		% Vehicles in Pace	76.1%

SPEED COUNT REPORT

Location: Halifax Dr north of Granada Blvd
City/County: Ormond Beach/Volusia
GPS: 29.293040, -81.046863
Direction: Combined

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75	
15	0	0	0	0	0	1	2	2	0	1	0	0	0	0	0	6
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	1	2	1	1	0	0	0	0	0	5
100	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	1	5	6	1	2	0	0	0	0	0	15
115	0	0	0	0	0	0	1	2	1	0	0	0	0	0	0	4
130	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
145	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
200	0	0	0	0	0	0	0	3	0	1	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	0	2	7	2	1	0	0	0	0	0	12
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
300	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	3	1	2	0	0	0	0	0	0	6
315	0	0	0	0	0	1	1	0	1	0	0	0	0	0	0	3
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	1	1	1	2	0	0	0	0	0	0	5
415	0	0	0	0	0	0	1	2	1	0	0	0	0	0	0	4
430	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
445	0	0	0	0	0	1	2	0	2	0	0	0	0	0	0	5
500	0	0	0	0	0	0	2	1	2	0	1	1	0	0	0	7
Hourly Total	0	0	0	0	0	1	5	3	7	0	1	1	0	0	0	18
515	0	0	0	0	0	1	1	4	1	0	0	0	0	0	0	7
530	0	0	0	0	0	2	2	5	3	1	1	0	0	0	0	14
545	0	0	0	0	0	0	6	5	4	1	0	0	0	0	0	16
600	0	0	0	0	0	1	4	4	2	1	0	0	0	0	0	12
Hourly Total	0	0	0	0	0	4	13	18	10	3	1	0	0	0	0	49
615	0	0	0	0	0	3	6	6	4	0	1	0	0	0	0	20
630	0	0	0	2	3	2	10	8	3	1	0	0	0	0	0	29
645	0	0	0	0	2	6	8	13	8	0	1	0	0	0	0	38
700	0	0	0	0	1	2	15	25	8	0	1	0	0	0	0	52
Hourly Total	0	0	0	2	6	13	39	52	23	1	3	0	0	0	0	139
715	0	0	0	0	2	5	11	27	8	2	0	0	0	0	0	55
730	0	0	0	2	1	3	33	48	12	3	0	0	0	0	0	102
745	0	0	0	0	3	15	27	71	18	5	0	0	0	0	0	139
800	0	0	0	1	5	4	41	54	21	4	0	0	0	0	0	130
Hourly Total	0	0	0	3	11	27	112	200	59	14	0	0	0	0	0	426

815	0	0	0	1	0	13	26	33	13	2	0	0	0	0	88
830	0	0	0	1	0	1	35	38	22	4	0	0	0	0	101
845	0	0	0	0	5	3	31	57	23	1	0	0	0	0	120
900	0	0	1	0	1	2	37	65	22	2	0	0	0	0	130
Hourly Total	0	0	1	2	6	19	129	193	80	9	0	0	0	0	439
915	0	0	1	0	1	7	36	48	16	1	0	0	0	0	110
930	0	1	1	2	1	3	29	70	14	2	0	0	0	0	123
945	0	0	0	0	0	10	41	32	7	1	1	0	0	0	92
1000	0	0	0	0	1	2	31	41	14	2	0	0	0	0	91
Hourly Total	0	1	2	2	3	22	137	191	51	6	1	0	0	0	416
1015	0	0	0	1	0	2	22	53	18	1	0	0	0	0	97
1030	0	0	0	0	1	6	28	41	14	4	0	0	0	0	94
1045	0	0	0	0	1	1	26	49	17	1	0	0	0	0	95
1100	0	0	1	0	0	6	25	49	10	2	0	0	0	0	93
Hourly Total	0	0	1	1	2	15	101	192	59	8	0	0	0	0	379
1115	0	0	0	0	0	6	43	48	16	3	0	0	0	0	116
1130	0	0	0	1	0	9	29	50	22	2	1	0	0	0	114
1145	0	0	0	3	2	5	15	47	14	2	0	0	0	0	88
1200	0	0	0	0	1	6	30	46	9	3	0	0	0	0	95
Hourly Total	0	0	0	4	3	26	117	191	61	10	1	0	0	0	413
1215	0	0	0	1	0	5	31	47	16	3	1	0	0	0	104
1230	0	0	0	0	1	5	27	56	8	2	0	0	0	0	99
1245	0	0	0	0	0	4	26	57	17	0	0	0	0	0	104
1300	0	0	0	0	0	6	28	52	18	3	0	0	0	0	107
Hourly Total	0	0	0	1	1	20	112	212	59	8	1	0	0	0	414
1315	0	0	0	2	3	3	31	62	17	1	0	0	0	0	119
1330	0	0	1	1	3	9	29	47	16	2	0	0	0	0	108
1345	0	0	0	0	0	2	27	52	15	0	0	0	0	0	96
1400	0	0	0	1	0	3	19	48	14	1	0	0	0	0	86
Hourly Total	0	0	1	4	6	17	106	209	62	4	0	0	0	0	409
1415	0	0	0	1	0	7	26	40	12	1	0	0	0	0	87
1430	0	0	0	0	2	3	22	47	22	2	0	0	0	0	98
1445	0	0	0	1	5	6	36	60	17	1	0	0	0	0	126
1500	0	0	1	0	0	14	50	59	8	4	0	1	0	0	137
Hourly Total	0	0	1	2	7	30	134	206	59	8	0	1	0	0	448
1515	0	0	1	1	1	1	29	56	23	0	0	0	0	0	112
1530	0	0	0	0	0	8	43	53	12	1	0	0	0	0	117
1545	0	0	1	1	0	3	26	59	14	3	0	0	0	0	107
1600	0	1	2	0	3	6	19	63	16	4	0	0	0	0	114
Hourly Total	0	1	4	2	4	18	117	231	65	8	0	0	0	0	450
1615	0	0	0	2	2	13	28	50	30	2	1	0	0	0	128
1630	0	0	0	0	0	0	31	58	24	3	0	0	0	0	116
1645	0	0	0	0	1	2	27	62	30	3	0	0	0	0	125
1700	0	0	0	1	0	0	24	73	19	2	0	0	0	0	119
Hourly Total	0	0	0	3	3	15	110	243	103	10	1	0	0	0	488
1715	0	0	0	0	0	5	44	66	22	0	0	0	0	0	137
1730	0	1	0	0	0	3	52	52	17	1	0	0	0	0	126
1745	0	0	0	0	0	8	35	53	24	2	1	0	0	0	123
1800	0	1	0	1	0	6	33	51	7	3	0	0	0	0	102

Hourly Total	0	2	0	1	0	22	164	222	70	6	1	0	0	0	0	488
1815	0	0	1	0	1	4	36	53	12	1	0	0	0	0	0	108
1830	0	0	0	0	0	2	36	52	15	3	0	0	0	0	0	108
1845	0	0	0	0	0	4	16	47	21	0	0	0	0	0	0	88
1900	0	0	0	0	3	2	19	29	8	0	0	0	0	0	0	61
Hourly Total	0	0	1	0	4	12	107	181	56	4	0	0	0	0	0	365
1915	0	0	0	0	1	4	22	41	7	1	0	0	0	0	0	76
1930	0	0	1	1	2	5	23	30	4	1	0	0	0	0	0	67
1945	0	0	0	0	1	2	12	21	11	1	0	0	0	0	0	48
2000	0	0	1	0	0	7	25	30	2	1	0	0	0	0	0	66
Hourly Total	0	0	2	1	4	18	82	122	24	4	0	0	0	0	0	257
2015	0	0	0	0	0	2	17	20	7	0	0	0	0	0	0	46
2030	0	0	0	0	1	1	8	25	3	2	0	0	0	0	0	40
2045	0	0	0	0	1	6	22	13	6	2	1	0	0	0	0	51
2100	0	0	0	0	0	5	14	18	7	1	0	0	0	0	0	45
Hourly Total	0	0	0	0	2	14	61	76	23	5	1	0	0	0	0	182
2115	0	0	0	0	0	2	11	15	11	0	0	0	0	0	0	39
2130	0	0	0	0	1	1	12	14	9	2	0	0	0	0	0	39
2145	0	0	0	0	0	1	10	10	5	1	0	0	0	0	0	27
2200	0	0	0	0	0	1	8	11	5	0	0	0	0	0	0	25
Hourly Total	0	0	0	0	1	5	41	50	30	3	0	0	0	0	0	130
2215	0	0	0	0	0	0	2	7	4	0	0	0	0	0	0	13
2230	0	0	0	0	0	1	3	5	1	0	0	0	0	0	0	10
2245	0	0	0	0	0	0	2	3	1	0	0	0	0	0	0	6
2300	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	1	7	15	8	0	0	0	0	0	0	31
2315	0	0	0	0	0	0	1	1	4	0	0	0	0	0	0	6
2330	0	0	0	0	0	0	3	5	0	0	0	0	0	0	0	8
2345	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2
2400	0	0	0	0	0	2	1	3	0	1	0	0	0	0	0	7
Hourly Total	0	0	0	0	0	3	5	10	4	1	0	0	0	0	0	23
DAILY TOTAL	0	4	13	28	63	304	1710	2832	920	115	11	2	0	0	0	6002
Percentages	0.0%	0.1%	0.2%	0.5%	1.0%	5.1%	28.5%	47.2%	15.3%	1.9%	0.2%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	31.4 mph	Vehicles > 35mph	3,880
50th Percentile Speed	36.6 mph	% Vehicles > 35mph	64.6%
85th Percentile Speed	40.8 mph	10mph Pace Speed	31-40 mph
Average Speed	36.2 mph	Vehicles in Pace	4,542
		% Vehicles in Pace	75.7%

SPEED COUNT REPORT

Location: Halifax Dr north of Hilldale Ave
City/County: Ormond Beach/Volusia
GPS: 29.297336, -81.049063
Direction: Northbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	4
100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	4	0	2	0	0	0	0	0	0	6
115	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	3
130	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
145	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
200	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	3	3	2	1	0	0	0	0	0	9
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
300	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
315	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
415	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
445	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2
515	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
530	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
545	0	0	0	0	0	0	1	1	0	1	0	0	0	0	0	3
600	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	4	2	1	1	0	0	0	0	0	8
615	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
630	0	0	0	0	0	0	2	3	0	0	0	0	0	0	0	5
645	0	0	0	0	0	2	1	4	1	0	0	0	0	0	0	8
700	0	0	0	0	0	0	7	6	3	0	0	0	0	0	0	16
Hourly Total	0	0	0	0	0	3	10	13	4	0	0	0	0	0	0	30
715	0	0	0	0	0	0	3	8	3	0	0	0	0	0	0	14
730	0	0	0	0	0	2	8	13	2	0	0	0	0	0	0	25
745	0	1	1	0	1	4	20	26	5	0	0	0	0	0	0	58
800	0	0	0	0	1	9	5	12	7	0	0	0	0	0	0	34
Hourly Total	0	1	1	0	2	15	36	59	17	0	0	0	0	0	0	131
815	0	0	0	2	1	3	4	7	1	1	0	0	0	0	0	19
830	0	0	0	0	0	0	10	12	6	1	0	0	0	0	0	29

845	0	0	0	0	2	2	16	22	5	0	0	0	0	0	0	47
900	0	0	0	0	0	2	15	28	3	1	0	0	0	0	0	49
Hourly Total	0	0	0	2	3	7	45	69	15	3	0	0	0	0	0	144
915	0	0	1	1	0	1	10	23	2	0	0	0	0	0	0	38
930	0	0	0	0	0	7	14	15	2	0	0	0	0	0	0	38
945	0	0	0	0	0	4	12	19	2	1	0	0	0	0	0	38
1000	0	0	0	0	2	4	7	12	6	1	0	0	0	0	0	32
Hourly Total	0	0	1	1	2	16	43	69	12	2	0	0	0	0	0	146
1015	0	0	0	0	1	1	13	18	2	1	0	0	0	0	0	36
1030	0	0	0	0	0	1	14	21	7	0	0	0	1	0	0	44
1045	0	0	0	0	0	0	14	22	4	0	0	0	0	0	0	40
1100	0	0	0	0	2	4	19	20	3	0	0	0	0	0	0	48
Hourly Total	0	0	0	0	3	6	60	81	16	1	0	0	1	0	0	168
1115	0	0	0	0	0	2	20	21	5	2	0	0	0	0	0	50
1130	0	0	0	1	1	4	24	23	3	1	0	0	0	0	0	57
1145	0	0	0	0	0	1	6	20	7	0	0	0	0	0	0	34
1200	0	0	0	0	0	1	21	21	2	1	0	0	0	0	0	46
Hourly Total	0	0	0	1	1	8	71	85	17	4	0	0	0	0	0	187
1215	0	0	0	1	1	1	9	25	9	1	0	0	0	0	0	47
1230	0	0	0	0	3	3	22	16	7	0	0	1	0	0	0	52
1245	0	0	0	0	0	2	15	19	10	0	0	0	0	0	0	46
1300	0	0	0	0	0	1	18	30	4	1	0	0	0	0	0	54
Hourly Total	0	0	0	1	4	7	64	90	30	2	0	1	0	0	0	199
1315	0	0	0	0	3	1	31	20	5	0	0	0	0	0	0	60
1330	0	0	1	0	2	7	13	22	3	0	0	0	0	0	0	48
1345	0	0	0	0	4	2	15	18	4	1	0	0	0	0	0	44
1400	0	0	0	2	1	5	19	16	4	1	0	0	0	0	0	48
Hourly Total	0	0	1	2	10	15	78	76	16	2	0	0	0	0	0	200
1415	0	0	1	1	3	4	15	17	5	0	0	0	0	0	0	46
1430	0	0	0	0	1	1	20	21	2	0	0	0	0	0	0	45
1445	0	0	0	0	0	7	30	25	7	0	0	0	0	0	0	69
1500	0	0	0	6	3	2	26	28	8	1	0	0	0	0	0	74
Hourly Total	0	0	1	7	7	14	91	91	22	1	0	0	0	0	0	234
1515	0	0	0	0	1	6	23	23	4	0	0	0	0	0	0	57
1530	0	0	0	0	0	2	25	27	4	0	0	0	0	0	0	58
1545	0	0	0	0	1	5	12	34	6	0	0	0	0	0	0	58
1600	0	0	1	0	2	8	21	25	7	0	1	0	0	0	0	65
Hourly Total	0	0	1	0	4	21	81	109	21	0	1	0	0	0	0	238
1615	0	0	1	1	0	5	27	25	4	0	0	0	0	0	0	63
1630	0	0	1	0	1	8	26	25	8	2	0	0	0	0	0	71
1645	0	0	0	2	3	2	23	43	4	0	0	0	0	0	0	77
1700	0	0	0	2	2	6	17	26	10	1	0	0	0	0	0	64
Hourly Total	0	0	2	5	6	21	93	119	26	3	0	0	0	0	0	275
1715	0	0	0	1	4	12	31	22	8	0	0	0	0	0	0	78
1730	0	0	0	0	1	16	26	33	3	0	0	0	0	0	0	79
1745	0	0	0	0	1	7	22	32	8	2	0	0	0	0	0	72
1800	0	0	0	0	1	5	24	24	3	1	0	0	0	0	0	58
Hourly Total	0	0	0	1	7	40	103	111	22	3	0	0	0	0	0	287
1815	0	0	1	0	0	15	33	16	5	0	0	0	0	0	0	70
1830	0	0	0	0	1	8	21	27	4	0	0	0	0	0	0	61
1845	0	0	0	0	0	0	13	27	6	0	0	0	0	0	0	46

1900	0	0	0	0	0	5	13	13	1	1	0	0	0	0	0	33
Hourly Total	0	0	1	0	1	28	80	83	16	1	0	0	0	0	0	210
1915	0	0	0	0	0	3	26	12	3	1	0	0	0	0	0	45
1930	0	0	0	0	1	9	13	13	1	0	0	0	0	0	0	37
1945	0	0	0	0	1	9	9	10	1	1	0	0	0	0	0	31
2000	0	0	0	2	0	2	25	12	1	0	0	0	0	0	0	42
Hourly Total	0	0	0	2	2	23	73	47	6	2	0	0	0	0	0	155
2015	0	0	0	0	0	1	13	10	1	1	0	0	0	0	0	26
2030	0	0	0	0	1	2	11	11	4	0	0	0	0	0	0	29
2045	0	0	0	0	0	3	6	8	0	0	0	0	0	0	0	17
2100	0	0	0	0	0	8	9	9	6	0	0	0	0	0	0	32
Hourly Total	0	0	0	0	1	14	39	38	11	1	0	0	0	0	0	104
2115	0	0	0	0	1	4	9	9	2	0	0	0	0	0	0	25
2130	0	0	0	0	1	3	4	14	2	1	0	0	0	0	0	25
2145	0	0	0	0	0	2	5	5	4	2	0	0	0	0	0	18
2200	0	0	0	0	0	1	6	5	3	1	0	0	0	0	0	16
Hourly Total	0	0	0	0	2	10	24	33	11	4	0	0	0	0	0	84
2215	0	0	0	0	0	0	2	6	0	0	0	0	0	0	0	8
2230	0	0	0	0	0	0	5	1	0	1	0	0	0	0	0	7
2245	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	7	7	3	1	0	0	0	0	0	18
2315	0	0	0	0	0	0	1	2	0	2	0	0	0	0	0	5
2330	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	4
2345	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
2400	0	0	0	0	0	1	0	4	0	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	1	2	10	0	2	0	0	0	0	0	15
DAILY TOTAL	0	1	8	22	55	251	1013	1195	271	35	1	1	1	0	0	2854
Percentages	0.0%	0.0%	0.3%	0.8%	1.9%	8.8%	35.5%	41.9%	9.5%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	30.4 mph	Vehicles > 35mph	1,504
50th Percentile Speed	35.3 mph	% Vehicles > 35mph	52.7%
85th Percentile Speed	39.5 mph	10mph Pace Speed	31-40 mph
Average Speed	34.9 mph	Vehicles in Pace	2,208
		% Vehicles in Pace	77.4%

SPEED COUNT REPORT

Location: Halifax Dr north of Hilldale Ave
City/County: Ormond Beach/Volusia
GPS: 29.297336, -81.049063
Direction: Southbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
100	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	1	4	1	0	0	0	0	0	0	6
115	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
130	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	3
215	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
230	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
300	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	3	1	0	0	0	0	0	0	0	4
315	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	1	1	2	0	0	0	0	0	0	4
415	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
430	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
445	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	4
500	0	0	0	0	0	0	0	3	1	1	0	0	1	0	0	6
Hourly Total	0	0	0	0	0	1	3	8	1	1	0	0	1	0	0	15
515	0	0	0	0	0	0	2	3	0	0	0	0	0	0	0	5
530	0	0	0	0	0	1	3	4	3	1	0	0	0	0	0	12
545	0	0	0	0	1	0	3	4	0	1	0	0	0	0	0	9
600	0	0	0	0	0	1	2	2	0	1	0	0	0	0	0	6
Hourly Total	0	0	0	0	1	2	10	13	3	3	0	0	0	0	0	32
615	0	0	0	0	0	2	6	7	3	0	0	0	0	0	0	18
630	0	0	0	0	0	1	8	6	2	0	0	0	0	0	0	17
645	0	0	0	0	2	3	12	6	3	1	0	0	0	0	0	27
700	0	0	0	0	0	1	11	14	3	0	0	0	0	0	0	29
Hourly Total	0	0	0	0	2	7	37	33	11	1	0	0	0	0	0	91
715	0	0	0	0	0	3	13	16	1	0	0	0	0	0	0	33
730	0	0	0	0	1	1	23	33	6	0	0	0	0	0	0	64
745	0	0	0	0	0	6	18	44	8	0	0	0	0	0	0	76
800	0	0	0	0	0	6	22	33	10	0	0	0	0	0	0	71
Hourly Total	0	0	0	0	1	16	76	126	25	0	0	0	0	0	0	244
815	0	0	0	0	1	4	24	23	8	0	0	0	0	0	0	60
830	0	0	0	0	1	3	22	26	9	1	0	0	0	0	0	62

845	0	0	0	0	1	1	12	34	13	1	0	0	0	0	0	62
900	0	0	1	0	0	5	27	27	10	3	0	0	0	0	0	73
Hourly Total	0	0	1	0	3	13	85	110	40	5	0	0	0	0	0	257
915	0	0	0	1	2	9	23	30	9	0	0	0	0	0	0	74
930	0	0	1	1	0	3	19	31	13	1	0	0	0	0	0	69
945	0	0	1	0	0	4	23	16	4	0	0	0	0	0	0	48
1000	0	0	0	0	1	4	20	21	4	0	0	0	0	0	0	50
Hourly Total	0	0	2	2	3	20	85	98	30	1	0	0	0	0	0	241
1015	0	0	0	1	1	1	16	18	8	0	0	0	0	0	0	45
1030	0	0	0	1	1	5	18	14	1	0	0	0	0	0	0	40
1045	0	0	0	0	4	4	20	20	5	0	0	0	0	0	0	53
1100	0	0	0	0	0	3	9	12	5	1	0	0	0	0	0	30
Hourly Total	0	0	0	2	6	13	63	64	19	1	0	0	0	0	0	168
1115	0	0	0	0	1	7	21	25	4	0	0	0	0	0	0	58
1130	0	0	0	0	1	4	24	13	6	0	0	0	0	0	0	48
1145	0	0	0	0	4	2	14	17	4	0	0	0	0	0	0	41
1200	0	0	0	0	3	4	17	9	2	1	1	0	0	0	0	37
Hourly Total	0	0	0	0	9	17	76	64	16	1	1	0	0	0	0	184
1215	0	0	0	0	0	7	21	16	1	2	0	0	0	0	0	47
1230	0	0	0	0	1	3	18	16	3	1	0	0	0	0	0	42
1245	0	0	0	0	1	2	15	22	8	1	0	0	0	0	0	49
1300	0	0	0	0	0	3	20	17	5	1	0	0	0	0	0	46
Hourly Total	0	0	0	0	2	15	74	71	17	5	0	0	0	0	0	184
1315	0	0	0	0	0	7	20	20	4	0	0	0	0	0	0	51
1330	0	0	0	1	2	0	9	28	7	0	0	0	0	0	0	47
1345	0	0	0	0	0	1	12	23	5	2	0	0	0	0	0	43
1400	0	0	0	0	3	4	11	16	3	0	0	0	0	0	0	37
Hourly Total	0	0	0	1	5	12	52	87	19	2	0	0	0	0	0	178
1415	0	0	0	1	0	9	14	8	4	0	0	0	0	0	0	36
1430	0	0	0	1	3	4	13	15	5	1	0	0	0	0	0	42
1445	0	0	0	0	0	4	19	18	7	0	0	0	0	0	0	48
1500	0	0	0	0	1	4	16	19	4	1	0	0	0	0	0	45
Hourly Total	0	0	0	2	4	21	62	60	20	2	0	0	0	0	0	171
1515	0	0	0	0	1	6	13	19	3	0	0	0	0	0	0	42
1530	0	0	0	1	3	11	24	20	5	0	0	0	0	0	0	64
1545	0	1	0	0	1	2	15	19	3	0	0	0	0	0	0	41
1600	0	0	0	0	1	2	22	14	2	0	0	0	0	0	0	41
Hourly Total	0	1	0	1	6	21	74	72	13	0	0	0	0	0	0	188
1615	0	0	0	3	0	7	27	18	2	0	0	0	0	0	0	57
1630	0	0	0	1	0	1	8	20	7	1	0	0	0	0	0	38
1645	0	0	0	0	2	4	15	23	6	0	0	0	0	0	0	50
1700	0	0	0	0	0	6	18	13	6	0	0	0	0	0	0	43
Hourly Total	0	0	0	4	2	18	68	74	21	1	0	0	0	0	0	188
1715	0	1	0	0	0	1	22	21	7	1	0	0	0	0	0	53
1730	0	0	0	0	1	6	8	18	3	0	0	0	0	0	0	36
1745	0	0	0	0	1	3	12	19	7	0	0	0	0	0	0	42
1800	0	1	0	0	0	1	16	11	2	1	0	0	0	0	0	32
Hourly Total	0	2	0	0	2	11	58	69	19	2	0	0	0	0	0	163
1815	0	0	0	0	0	3	11	11	4	0	0	0	0	0	0	29
1830	0	0	0	0	1	4	15	12	5	1	0	0	0	0	0	38
1845	0	0	0	0	0	2	13	12	4	0	0	0	0	0	0	31

1900	0	0	0	0	0	2	10	11	0	0	0	0	0	0	0	23
Hourly Total	0	0	0	0	1	11	49	46	13	1	0	0	0	0	0	121
1915	0	0	0	0	2	2	4	2	1	0	0	0	0	0	0	11
1930	0	0	0	1	1	1	14	5	0	0	0	0	0	0	0	22
1945	0	0	0	0	0	1	7	5	1	0	0	0	0	0	0	14
2000	0	0	0	0	0	0	15	7	1	0	0	0	0	0	0	23
Hourly Total	0	0	0	1	3	4	40	19	3	0	0	0	0	0	0	70
2015	0	0	0	0	2	2	2	0	0	0	0	0	0	0	0	6
2030	0	0	0	0	0	2	4	2	1	0	0	0	0	0	0	9
2045	0	0	0	0	0	5	11	4	3	1	0	0	0	0	0	24
2100	0	0	0	0	0	0	5	3	1	0	0	0	0	0	0	9
Hourly Total	0	0	0	0	2	9	22	9	5	1	0	0	0	0	0	48
2115	0	0	0	0	0	0	1	9	1	1	0	0	0	0	0	12
2130	0	0	0	0	0	3	3	5	0	0	0	0	0	0	0	11
2145	0	0	0	0	0	0	3	1	1	0	0	0	0	0	0	5
2200	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	3	7	18	4	1	0	0	0	0	0	33
2215	0	0	0	0	0	0	1	3	1	0	0	0	0	0	0	5
2230	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	3
2245	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	4
2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	2	2	7	1	0	0	0	0	0	0	12
2315	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
2330	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	4
2345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2400	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	2	4	1	0	0	0	0	0	0	7
DAILY TOTAL	0	3	3	13	52	217	950	1059	285	28	1	0	1	0	0	2612
Percentages	0.0%	0.1%	0.1%	0.5%	2.0%	8.3%	36.4%	40.5%	10.9%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	30.5 mph	Vehicles > 35mph	1,374
50th Percentile Speed	35.3 mph	% Vehicles > 35mph	52.6%
85th Percentile Speed	39.6 mph	10mph Pace Speed	31-40 mph
Average Speed	35.1 mph	Vehicles in Pace	2,009
		% Vehicles in Pace	76.9%

SPEED COUNT REPORT

Location: Halifax Dr north of Hilldale Ave
City/County: Ormond Beach/Volusia
GPS: 29.297336, -81.049063
Direction: Combined

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75	
15	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	2	1	2	0	0	0	0	0	5
100	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	0	5	4	3	0	0	0	0	0	0	12
115	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	4
130	0	0	0	0	0	1	1	0	1	0	0	0	0	0	0	3
145	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
200	0	0	0	0	0	0	0	3	0	1	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	1	3	4	3	1	0	0	0	0	0	12
215	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
230	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
300	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	4	1	1	0	0	0	0	0	0	6
315	0	0	0	0	0	1	2	0	1	0	0	0	0	0	0	4
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	1	2	1	2	0	0	0	0	0	0	6
415	0	0	0	0	0	0	2	1	0	1	0	0	0	0	0	4
430	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
445	0	0	0	0	0	2	1	2	0	0	0	0	0	0	0	5
500	0	0	0	0	0	0	0	3	1	1	0	0	1	0	0	6
Hourly Total	0	0	0	0	0	2	3	8	1	2	0	0	1	0	0	17
515	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	6
530	0	0	0	0	0	1	3	5	4	1	0	0	0	0	0	14
545	0	0	0	0	1	0	4	5	0	2	0	0	0	0	0	12
600	0	0	0	0	0	1	4	2	0	1	0	0	0	0	0	8
Hourly Total	0	0	0	0	1	2	14	15	4	4	0	0	0	0	0	40
615	0	0	0	0	0	3	6	7	3	0	0	0	0	0	0	19
630	0	0	0	0	0	1	10	9	2	0	0	0	0	0	0	22
645	0	0	0	0	2	5	13	10	4	1	0	0	0	0	0	35
700	0	0	0	0	0	1	18	20	6	0	0	0	0	0	0	45
Hourly Total	0	0	0	0	2	10	47	46	15	1	0	0	0	0	0	121
715	0	0	0	0	0	3	16	24	4	0	0	0	0	0	0	47
730	0	0	0	0	1	3	31	46	8	0	0	0	0	0	0	89
745	0	1	1	0	1	10	38	70	13	0	0	0	0	0	0	134
800	0	0	0	0	1	15	27	45	17	0	0	0	0	0	0	105
Hourly Total	0	1	1	0	3	31	112	185	42	0	0	0	0	0	0	375
815	0	0	0	2	2	7	28	30	9	1	0	0	0	0	0	79
830	0	0	0	0	1	3	32	38	15	2	0	0	0	0	0	91

845	0	0	0	0	3	3	28	56	18	1	0	0	0	0	109
900	0	0	1	0	0	7	42	55	13	4	0	0	0	0	122
Hourly Total	0	0	1	2	6	20	130	179	55	8	0	0	0	0	401
915	0	0	1	2	2	10	33	53	11	0	0	0	0	0	112
930	0	0	1	1	0	10	33	46	15	1	0	0	0	0	107
945	0	0	1	0	0	8	35	35	6	1	0	0	0	0	86
1000	0	0	0	0	3	8	27	33	10	1	0	0	0	0	82
Hourly Total	0	0	3	3	5	36	128	167	42	3	0	0	0	0	387
1015	0	0	0	1	2	2	29	36	10	1	0	0	0	0	81
1030	0	0	0	1	1	6	32	35	8	0	0	0	1	0	84
1045	0	0	0	0	4	4	34	42	9	0	0	0	0	0	93
1100	0	0	0	0	2	7	28	32	8	1	0	0	0	0	78
Hourly Total	0	0	0	2	9	19	123	145	35	2	0	0	1	0	336
1115	0	0	0	0	1	9	41	46	9	2	0	0	0	0	108
1130	0	0	0	1	2	8	48	36	9	1	0	0	0	0	105
1145	0	0	0	0	4	3	20	37	11	0	0	0	0	0	75
1200	0	0	0	0	3	5	38	30	4	2	1	0	0	0	83
Hourly Total	0	0	0	1	10	25	147	149	33	5	1	0	0	0	371
1215	0	0	0	1	1	8	30	41	10	3	0	0	0	0	94
1230	0	0	0	0	4	6	40	32	10	1	0	1	0	0	94
1245	0	0	0	0	1	4	30	41	18	1	0	0	0	0	95
1300	0	0	0	0	0	4	38	47	9	2	0	0	0	0	100
Hourly Total	0	0	0	1	6	22	138	161	47	7	0	1	0	0	383
1315	0	0	0	0	3	8	51	40	9	0	0	0	0	0	111
1330	0	0	1	1	4	7	22	50	10	0	0	0	0	0	95
1345	0	0	0	0	4	3	27	41	9	3	0	0	0	0	87
1400	0	0	0	2	4	9	30	32	7	1	0	0	0	0	85
Hourly Total	0	0	1	3	15	27	130	163	35	4	0	0	0	0	378
1415	0	0	1	2	3	13	29	25	9	0	0	0	0	0	82
1430	0	0	0	1	4	5	33	36	7	1	0	0	0	0	87
1445	0	0	0	0	0	11	49	43	14	0	0	0	0	0	117
1500	0	0	0	6	4	6	42	47	12	2	0	0	0	0	119
Hourly Total	0	0	1	9	11	35	153	151	42	3	0	0	0	0	405
1515	0	0	0	0	2	12	36	42	7	0	0	0	0	0	99
1530	0	0	0	1	3	13	49	47	9	0	0	0	0	0	122
1545	0	1	0	0	2	7	27	53	9	0	0	0	0	0	99
1600	0	0	1	0	3	10	43	39	9	0	1	0	0	0	106
Hourly Total	0	1	1	1	10	42	155	181	34	0	1	0	0	0	426
1615	0	0	1	4	0	12	54	43	6	0	0	0	0	0	120
1630	0	0	1	1	1	9	34	45	15	3	0	0	0	0	109
1645	0	0	0	2	5	6	38	66	10	0	0	0	0	0	127
1700	0	0	0	2	2	12	35	39	16	1	0	0	0	0	107
Hourly Total	0	0	2	9	8	39	161	193	47	4	0	0	0	0	463
1715	0	1	0	1	4	13	53	43	15	1	0	0	0	0	131
1730	0	0	0	0	2	22	34	51	6	0	0	0	0	0	115
1745	0	0	0	0	2	10	34	51	15	2	0	0	0	0	114
1800	0	1	0	0	1	6	40	35	5	2	0	0	0	0	90
Hourly Total	0	2	0	1	9	51	161	180	41	5	0	0	0	0	450
1815	0	0	1	0	0	18	44	27	9	0	0	0	0	0	99
1830	0	0	0	0	2	12	36	39	9	1	0	0	0	0	99
1845	0	0	0	0	0	2	26	39	10	0	0	0	0	0	77

1900	0	0	0	0	0	7	23	24	1	1	0	0	0	0	0	56
Hourly Total	0	0	1	0	2	39	129	129	29	2	0	0	0	0	0	331
1915	0	0	0	0	2	5	30	14	4	1	0	0	0	0	0	56
1930	0	0	0	1	2	10	27	18	1	0	0	0	0	0	0	59
1945	0	0	0	0	1	10	16	15	2	1	0	0	0	0	0	45
2000	0	0	0	2	0	2	40	19	2	0	0	0	0	0	0	65
Hourly Total	0	0	0	3	5	27	113	66	9	2	0	0	0	0	0	225
2015	0	0	0	0	2	3	15	10	1	1	0	0	0	0	0	32
2030	0	0	0	0	1	4	15	13	5	0	0	0	0	0	0	38
2045	0	0	0	0	0	8	17	12	3	1	0	0	0	0	0	41
2100	0	0	0	0	0	8	14	12	7	0	0	0	0	0	0	41
Hourly Total	0	0	0	0	3	23	61	47	16	2	0	0	0	0	0	152
2115	0	0	0	0	1	4	10	18	3	1	0	0	0	0	0	37
2130	0	0	0	0	1	6	7	19	2	1	0	0	0	0	0	36
2145	0	0	0	0	0	2	8	6	5	2	0	0	0	0	0	23
2200	0	0	0	0	0	1	6	8	5	1	0	0	0	0	0	21
Hourly Total	0	0	0	0	2	13	31	51	15	5	0	0	0	0	0	117
2215	0	0	0	0	0	0	3	9	1	0	0	0	0	0	0	13
2230	0	0	0	0	0	1	5	3	0	1	0	0	0	0	0	10
2245	0	0	0	0	0	1	1	2	2	0	0	0	0	0	0	6
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	2	9	14	4	1	0	0	0	0	0	30
2315	0	0	0	0	0	0	1	3	0	2	0	0	0	0	0	6
2330	0	0	0	0	0	0	3	5	0	0	0	0	0	0	0	8
2345	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
2400	0	0	0	0	0	1	0	5	1	0	0	0	0	0	0	7
Hourly Total	0	0	0	0	0	1	4	14	1	2	0	0	0	0	0	22
DAILY TOTAL	0	4	11	35	107	468	1963	2254	556	63	2	1	2	0	0	5466
Percentages	0.0%	0.1%	0.2%	0.6%	2.0%	8.6%	35.9%	41.2%	10.2%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	30.5 mph	Vehicles > 35mph	2,878
50th Percentile Speed	35.3 mph	% Vehicles > 35mph	52.7%
85th Percentile Speed	39.6 mph	10mph Pace Speed	31-40 mph
Average Speed	35.0 mph	Vehicles in Pace	4,217
		% Vehicles in Pace	77.1%

SPEED COUNT REPORT

Location: Halifax Dr north of Country Club Dr
City/County: Ormond Beach/Volusia
GPS: 29.303342, -81.051819
Direction: Northbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2
45	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	4
100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	1	2	2	2	0	0	0	0	0	0	7
115	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
130	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
145	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
200	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	4	3	2	0	0	0	0	0	0	9
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
315	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
330	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	2
415	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
430	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
445	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
515	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
530	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
545	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
600	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	3	3	1	0	0	0	0	0	0	7
615	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
630	0	0	0	0	0	1	0	3	1	0	0	0	0	0	0	5
645	0	0	0	0	0	3	0	3	1	1	0	0	0	0	0	8
700	0	0	0	0	0	0	3	7	3	0	0	0	0	0	0	13
Hourly Total	0	0	0	0	0	4	4	13	6	1	0	0	0	0	0	28
715	0	0	0	0	0	0	6	5	1	1	0	0	0	0	0	13
730	0	0	0	0	0	2	8	12	1	0	0	0	0	0	0	23
745	0	0	1	0	0	3	23	20	5	1	0	0	0	0	0	53
800	0	0	0	0	0	2	12	13	6	0	0	0	0	0	0	33
Hourly Total	0	0	1	0	0	7	49	50	13	2	0	0	0	0	0	122
815	1	0	1	1	3	4	2	4	1	0	0	0	0	0	0	17
830	0	1	0	0	3	4	12	10	2	0	0	0	0	0	0	32

845	0	0	0	0	2	0	15	17	2	0	0	0	0	0	0	36
900	0	0	0	0	0	1	19	13	4	0	0	0	0	0	0	37
Hourly Total	1	1	1	1	8	9	48	44	9	0	0	0	0	0	0	122
915	0	0	1	0	0	4	13	9	2	0	0	0	0	0	0	29
930	0	0	0	0	0	8	14	12	1	0	0	0	0	0	0	35
945	0	0	0	0	2	3	19	9	1	0	0	0	0	0	0	34
1000	0	0	0	0	0	1	11	10	1	1	0	0	0	0	0	24
Hourly Total	0	0	1	0	2	16	57	40	5	1	0	0	0	0	0	122
1015	0	0	1	4	2	7	9	11	1	0	0	0	0	0	0	35
1030	0	2	0	0	1	8	10	14	1	1	0	0	0	0	0	37
1045	0	0	0	0	0	0	7	21	3	0	0	0	0	0	0	31
1100	0	0	0	0	0	1	17	17	1	0	0	0	0	0	0	36
Hourly Total	0	2	1	4	3	16	43	63	6	1	0	0	0	0	0	139
1115	0	0	0	0	0	0	22	19	3	0	0	0	0	0	0	44
1130	0	0	0	1	0	1	18	26	3	1	0	0	0	0	0	50
1145	0	0	0	0	0	2	5	14	6	1	0	0	0	0	0	28
1200	0	0	0	0	0	0	14	12	3	0	0	0	0	0	0	29
Hourly Total	0	0	0	1	0	3	59	71	15	2	0	0	0	0	0	151
1215	0	0	0	0	0	0	8	22	9	2	0	0	0	0	0	41
1230	0	0	0	0	0	0	15	13	4	3	0	0	0	0	0	35
1245	0	0	0	0	0	2	8	14	7	0	0	0	0	0	0	31
1300	0	1	0	2	3	3	17	17	1	1	0	0	0	0	0	45
Hourly Total	0	1	0	2	3	5	48	66	21	6	0	0	0	0	0	152
1315	0	0	0	1	0	6	16	18	5	0	0	0	0	0	0	46
1330	0	0	0	0	0	5	14	12	4	0	0	0	0	0	0	35
1345	0	0	0	0	1	3	11	16	4	0	0	0	0	0	0	35
1400	0	0	0	1	0	3	9	14	5	0	0	0	0	0	0	32
Hourly Total	0	0	0	2	1	17	50	60	18	0	0	0	0	0	0	148
1415	0	0	0	0	0	0	11	11	3	0	0	0	0	0	0	25
1430	0	0	0	0	0	2	9	20	2	0	0	0	0	0	0	33
1445	0	0	0	1	0	4	24	25	6	0	0	0	0	0	0	60
1500	0	0	0	1	0	2	9	27	7	2	0	0	0	0	0	48
Hourly Total	0	0	0	2	0	8	53	83	18	2	0	0	0	0	0	166
1515	0	0	0	0	0	3	17	24	9	0	0	0	0	0	0	53
1530	0	0	0	1	1	2	11	23	10	0	1	0	0	0	0	49
1545	0	0	0	0	1	4	18	20	4	1	0	0	0	0	0	48
1600	0	0	0	0	0	2	24	23	11	2	1	0	0	0	0	63
Hourly Total	0	0	0	1	2	11	70	90	34	3	2	0	0	0	0	213
1615	0	1	1	0	1	7	16	24	6	0	0	0	0	0	0	56
1630	0	0	1	0	0	1	10	29	9	0	0	0	0	0	0	50
1645	0	0	0	0	1	2	9	28	19	2	0	0	0	0	0	61
1700	0	0	0	1	0	2	16	19	12	1	0	0	0	0	0	51
Hourly Total	0	1	2	1	2	12	51	100	46	3	0	0	0	0	0	218
1715	0	0	0	0	0	1	14	29	7	0	0	0	0	0	0	51
1730	0	0	0	0	0	15	29	23	5	1	0	0	0	0	0	73
1745	0	0	0	0	0	4	15	32	12	2	0	0	0	0	0	65
1800	0	0	0	1	0	2	18	15	5	1	0	0	0	0	0	42
Hourly Total	0	0	0	1	0	22	76	99	29	4	0	0	0	0	0	231
1815	0	0	1	0	1	3	25	18	6	1	0	0	0	0	0	55
1830	0	0	0	0	0	9	20	22	4	0	0	0	0	0	0	55
1845	0	0	0	0	0	2	8	26	8	1	0	0	0	0	0	45

1900	0	0	0	0	0	5	13	7	2	0	0	0	0	0	0	27
Hourly Total	0	0	1	0	1	19	66	73	20	2	0	0	0	0	0	182
1915	0	0	0	0	0	2	14	13	6	0	0	0	0	0	0	35
1930	0	0	0	0	0	3	12	13	3	0	0	0	0	0	0	31
1945	0	0	0	0	0	2	5	14	4	0	0	0	0	0	0	25
2000	0	0	0	0	0	5	7	12	1	0	0	0	0	0	0	25
Hourly Total	0	0	0	0	0	12	38	52	14	0	0	0	0	0	0	116
2015	0	0	0	1	0	2	8	13	2	0	0	0	0	0	0	26
2030	0	0	0	0	0	1	6	13	2	1	0	0	0	0	0	23
2045	0	0	0	0	0	3	3	5	0	0	0	0	0	0	0	11
2100	0	0	0	0	0	7	11	6	2	0	0	0	0	0	0	26
Hourly Total	0	0	0	1	0	13	28	37	6	1	0	0	0	0	0	86
2115	0	0	0	0	0	6	6	7	3	0	0	0	0	0	0	22
2130	0	0	0	0	0	0	5	14	0	1	0	0	0	0	0	20
2145	0	0	0	1	1	0	1	7	5	1	0	0	0	0	0	16
2200	0	0	0	0	0	0	2	5	4	1	0	0	0	0	0	12
Hourly Total	0	0	0	1	1	6	14	33	12	3	0	0	0	0	0	70
2215	0	0	0	0	0	2	3	2	2	0	0	0	0	0	0	9
2230	0	0	0	0	0	0	2	1	1	0	0	0	0	0	0	4
2245	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	2	5	5	4	0	0	0	0	0	0	16
2315	0	0	0	0	0	0	1	2	1	0	0	0	0	0	0	4
2330	0	0	0	0	0	0	0	3	1	0	0	0	0	0	0	4
2345	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
2400	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	0	2	9	2	0	0	0	0	0	0	13
DAILY TOTAL	1	5	7	17	24	183	770	999	283	32	2	0	0	0	0	2323
Percentages	0.0%	0.2%	0.3%	0.7%	1.0%	7.9%	33.1%	43.0%	12.2%	1.4%	0.1%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	30.7 mph	Vehicles > 35mph	1,316
50th Percentile Speed	35.8 mph	% Vehicles > 35mph	56.7%
85th Percentile Speed	39.8 mph	10mph Pace Speed	31-40 mph
Average Speed	35.4 mph	Vehicles in Pace	1,769
		% Vehicles in Pace	76.2%

SPEED COUNT REPORT

Location: Halifax Dr north of Country Club Dr
City/County: Ormond Beach/Volusia
GPS: 29.303342, -81.051819
Direction: Southbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
100	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	3	1	0	0	0	0	0	0	0	4
115	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
130	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3
245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
300	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	4
315	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	0	2	0	0	1	0	0	0	0	3
415	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
430	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
445	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	3
500	0	0	0	0	0	0	0	3	0	1	0	1	0	0	0	5
Hourly Total	0	0	0	0	0	1	1	7	2	1	0	1	0	0	0	13
515	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	4
530	0	0	0	0	0	1	2	2	3	1	0	0	0	0	0	9
545	0	0	0	0	0	0	1	4	2	2	0	0	0	0	0	9
600	0	0	0	0	0	1	1	1	1	1	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	3	5	9	6	4	0	0	0	0	0	27
615	0	0	0	0	0	0	3	5	1	1	1	0	0	0	0	11
630	0	0	0	0	0	2	2	8	1	0	0	0	0	0	0	13
645	0	0	0	0	0	2	6	7	3	1	0	0	0	0	0	19
700	0	0	0	0	0	2	10	10	3	0	0	0	0	0	0	25
Hourly Total	0	0	0	0	0	6	21	30	8	2	1	0	0	0	0	68
715	0	0	0	0	0	3	4	17	3	0	0	0	0	0	0	27
730	0	0	0	0	0	0	18	25	8	0	0	0	0	0	0	51
745	0	0	0	0	0	5	9	30	10	2	0	0	0	0	0	56
800	0	0	0	0	1	0	17	38	8	3	0	0	0	0	0	67
Hourly Total	0	0	0	0	1	8	48	110	29	5	0	0	0	0	0	201
815	0	0	0	1	2	5	13	22	3	2	0	0	0	0	0	48
830	0	0	0	0	1	12	11	21	6	2	1	0	0	0	0	54

845	0	0	1	0	1	5	16	24	17	2	0	0	0	0	0	66
900	0	0	1	0	0	2	15	40	12	0	0	0	0	0	0	70
Hourly Total	0	0	2	1	4	24	55	107	38	6	1	0	0	0	0	238
915	0	0	0	1	0	6	18	23	12	1	0	0	0	0	0	61
930	0	0	1	0	1	4	26	17	5	0	1	0	0	0	0	55
945	0	0	0	0	3	5	25	11	5	0	0	0	0	0	0	49
1000	0	0	0	0	1	0	8	18	6	1	0	0	0	0	0	34
Hourly Total	0	0	1	1	5	15	77	69	28	2	1	0	0	0	0	199
1015	0	0	0	0	0	2	19	21	7	1	0	0	0	0	0	50
1030	0	0	0	0	1	3	17	20	2	0	0	0	0	0	0	43
1045	0	0	0	0	0	1	13	15	9	0	0	0	0	0	0	38
1100	0	0	0	0	0	1	4	21	4	0	0	0	0	0	0	30
Hourly Total	0	0	0	0	1	7	53	77	22	1	0	0	0	0	0	161
1115	0	0	0	0	0	2	16	22	7	0	0	0	0	0	0	47
1130	0	0	0	0	2	6	9	8	5	1	1	0	0	0	0	32
1145	0	0	0	0	0	1	7	21	7	2	0	0	0	0	0	38
1200	0	0	0	0	0	2	7	17	3	0	0	0	0	0	0	29
Hourly Total	0	0	0	0	2	11	39	68	22	3	1	0	0	0	0	146
1215	0	0	0	0	0	3	9	15	6	2	0	0	0	0	0	35
1230	0	0	0	0	0	0	22	13	4	0	0	0	0	0	0	39
1245	0	0	0	0	0	1	8	17	8	0	0	0	0	0	0	34
1300	0	0	0	0	1	3	12	22	4	0	0	0	0	0	0	42
Hourly Total	0	0	0	0	1	7	51	67	22	2	0	0	0	0	0	150
1315	0	0	0	0	1	1	17	24	2	0	0	0	0	0	0	45
1330	0	0	0	0	0	3	9	23	10	1	0	0	0	0	0	46
1345	0	0	1	0	1	1	9	17	5	2	0	0	0	0	0	36
1400	0	0	0	0	1	0	3	13	4	0	0	0	0	0	0	21
Hourly Total	0	0	1	0	3	5	38	77	21	3	0	0	0	0	0	148
1415	0	0	0	0	0	0	8	12	3	0	0	0	0	0	0	23
1430	0	0	0	0	0	0	12	10	9	0	0	0	0	0	0	31
1445	0	0	0	0	1	3	6	19	4	0	0	0	0	0	0	33
1500	0	0	0	0	0	0	13	17	4	0	0	0	0	0	0	34
Hourly Total	0	0	0	0	1	3	39	58	20	0	0	0	0	0	0	121
1515	0	0	0	0	0	1	8	14	5	2	0	0	0	0	0	30
1530	0	0	0	0	0	4	17	19	8	1	0	0	0	0	0	49
1545	0	1	0	0	1	2	11	18	5	1	0	0	0	0	0	39
1600	0	1	0	0	0	0	10	17	3	1	0	0	0	0	0	32
Hourly Total	0	2	0	0	1	7	46	68	21	5	0	0	0	0	0	150
1615	0	0	0	1	0	5	19	13	5	0	0	0	0	0	0	43
1630	0	0	0	1	1	1	8	15	4	1	0	0	0	0	0	31
1645	0	0	0	0	0	0	9	27	7	2	0	0	0	0	0	45
1700	0	0	0	0	0	1	7	14	8	1	0	0	0	0	0	31
Hourly Total	0	0	0	2	1	7	43	69	24	4	0	0	0	0	0	150
1715	0	1	0	0	0	2	13	21	4	0	0	0	0	0	0	41
1730	0	1	0	0	0	1	14	14	0	0	0	0	0	0	0	30
1745	0	0	0	0	0	0	11	17	3	1	0	0	0	0	0	32
1800	0	0	1	0	0	1	9	13	2	1	0	0	0	0	0	27
Hourly Total	0	2	1	0	0	4	47	65	9	2	0	0	0	0	0	130
1815	0	0	0	0	1	3	10	13	0	1	0	0	0	0	0	28
1830	0	0	0	0	0	2	10	13	4	1	0	0	0	0	0	30
1845	0	0	0	0	0	1	11	7	1	0	0	0	0	0	0	20

1900	0	0	0	1	0	3	6	7	0	0	0	0	0	0	0	17
Hourly Total	0	0	0	1	1	9	37	40	5	2	0	0	0	0	0	95
1915	0	0	0	0	1	0	10	2	0	0	0	0	0	0	0	13
1930	0	0	0	0	1	4	9	6	1	1	0	0	0	0	0	22
1945	0	0	0	0	0	1	7	2	2	0	0	0	0	0	0	12
2000	0	0	0	0	0	5	10	2	2	0	0	0	0	0	0	19
Hourly Total	0	0	0	0	2	10	36	12	5	1	0	0	0	0	0	66
2015	0	0	0	0	2	1	4	0	0	0	0	0	0	0	0	7
2030	0	0	0	0	1	1	2	1	2	0	0	0	0	0	0	7
2045	0	0	0	0	1	8	7	3	3	0	0	0	0	0	0	22
2100	0	0	0	0	0	0	4	2	2	1	0	0	0	0	0	9
Hourly Total	0	0	0	0	4	10	17	6	7	1	0	0	0	0	0	45
2115	0	0	0	1	0	0	1	5	4	0	0	0	0	0	0	11
2130	0	0	0	0	0	0	3	4	2	0	0	0	0	0	0	9
2145	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
2200	0	0	0	0	0	0	2	2	1	0	0	0	0	0	0	5
Hourly Total	0	0	0	1	0	0	7	13	7	0	0	0	0	0	0	28
2215	0	0	0	0	0	0	3	1	1	0	0	0	0	0	0	5
2230	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2
2245	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	3
2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	1	3	2	4	0	0	0	0	0	0	10
2315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2330	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	4
2345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2400	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	2	4	0	0	0	0	0	0	0	6
DAILY TOTAL	0	4	5	6	28	140	671	961	300	44	5	1	0	0	0	2165
Percentages	0.0%	0.2%	0.2%	0.3%	1.3%	6.5%	31.0%	44.4%	13.9%	2.0%	0.2%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	31.1 mph	Vehicles > 35mph	1,311
50th Percentile Speed	36.2 mph	% Vehicles > 35mph	60.6%
85th Percentile Speed	40.4 mph	10mph Pace Speed	31-40 mph
Average Speed	35.9 mph	Vehicles in Pace	1,632
		% Vehicles in Pace	75.4%

SPEED COUNT REPORT

Location: Halifax Dr north of Country Club Dr
City/County: Ormond Beach/Volusia
GPS: 29.303342, -81.051819
Direction: Combined

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED																Total
	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75		
15	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
30	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2
45	0	0	0	0	0	0	0	2	1	2	0	0	0	0	0	0	5
100	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	1	5	3	2	0	0	0	0	0	0	0	11
115	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
130	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	3
145	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
200	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	1	0	5	3	2	0	0	0	0	0	0	0	11
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
300	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	2	2	1	0	0	0	0	0	0	0	0	5
315	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2
330	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	1	0	0	3	0	0	1	0	0	0	0	0	5
415	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
430	0	0	0	0	0	0	0	0	3	0	1	0	0	0	0	0	4
445	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	3
500	0	0	0	0	0	0	0	0	3	0	1	0	1	0	0	0	5
Hourly Total	0	0	0	0	0	1	1	8	2	2	0	1	0	0	0	0	15
515	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	0	5
530	0	0	0	0	0	1	2	3	4	1	0	0	0	0	0	0	11
545	0	0	0	0	0	0	2	5	2	2	0	0	0	0	0	0	11
600	0	0	0	0	0	1	3	1	1	1	0	0	0	0	0	0	7
Hourly Total	0	0	0	0	0	3	8	12	7	4	0	0	0	0	0	0	34
615	0	0	0	0	0	0	4	5	2	1	1	0	0	0	0	0	13
630	0	0	0	0	0	3	2	11	2	0	0	0	0	0	0	0	18
645	0	0	0	0	0	5	6	10	4	2	0	0	0	0	0	0	27
700	0	0	0	0	0	2	13	17	6	0	0	0	0	0	0	0	38
Hourly Total	0	0	0	0	0	10	25	43	14	3	1	0	0	0	0	0	96
715	0	0	0	0	0	3	10	22	4	1	0	0	0	0	0	0	40
730	0	0	0	0	0	2	26	37	9	0	0	0	0	0	0	0	74
745	0	0	1	0	0	8	32	50	15	3	0	0	0	0	0	0	109
800	0	0	0	0	1	2	29	51	14	3	0	0	0	0	0	0	100
Hourly Total	0	0	1	0	1	15	97	160	42	7	0	0	0	0	0	0	323
815	1	0	1	2	5	9	15	26	4	2	0	0	0	0	0	0	65
830	0	1	0	0	4	16	23	31	8	2	1	0	0	0	0	0	86

845	0	0	1	0	3	5	31	41	19	2	0	0	0	0	0	102
900	0	0	1	0	0	3	34	53	16	0	0	0	0	0	0	107
Hourly Total	1	1	3	2	12	33	103	151	47	6	1	0	0	0	0	360
915	0	0	1	1	0	10	31	32	14	1	0	0	0	0	0	90
930	0	0	1	0	1	12	40	29	6	0	1	0	0	0	0	90
945	0	0	0	0	5	8	44	20	6	0	0	0	0	0	0	83
1000	0	0	0	0	1	1	19	28	7	2	0	0	0	0	0	58
Hourly Total	0	0	2	1	7	31	134	109	33	3	1	0	0	0	0	321
1015	0	0	1	4	2	9	28	32	8	1	0	0	0	0	0	85
1030	0	2	0	0	2	11	27	34	3	1	0	0	0	0	0	80
1045	0	0	0	0	0	1	20	36	12	0	0	0	0	0	0	69
1100	0	0	0	0	0	2	21	38	5	0	0	0	0	0	0	66
Hourly Total	0	2	1	4	4	23	96	140	28	2	0	0	0	0	0	300
1115	0	0	0	0	0	2	38	41	10	0	0	0	0	0	0	91
1130	0	0	0	1	2	7	27	34	8	2	1	0	0	0	0	82
1145	0	0	0	0	0	3	12	35	13	3	0	0	0	0	0	66
1200	0	0	0	0	0	2	21	29	6	0	0	0	0	0	0	58
Hourly Total	0	0	0	1	2	14	98	139	37	5	1	0	0	0	0	297
1215	0	0	0	0	0	3	17	37	15	4	0	0	0	0	0	76
1230	0	0	0	0	0	0	37	26	8	3	0	0	0	0	0	74
1245	0	0	0	0	0	3	16	31	15	0	0	0	0	0	0	65
1300	0	1	0	2	4	6	29	39	5	1	0	0	0	0	0	87
Hourly Total	0	1	0	2	4	12	99	133	43	8	0	0	0	0	0	302
1315	0	0	0	1	1	7	33	42	7	0	0	0	0	0	0	91
1330	0	0	0	0	0	8	23	35	14	1	0	0	0	0	0	81
1345	0	0	1	0	2	4	20	33	9	2	0	0	0	0	0	71
1400	0	0	0	1	1	3	12	27	9	0	0	0	0	0	0	53
Hourly Total	0	0	1	2	4	22	88	137	39	3	0	0	0	0	0	296
1415	0	0	0	0	0	0	19	23	6	0	0	0	0	0	0	48
1430	0	0	0	0	0	2	21	30	11	0	0	0	0	0	0	64
1445	0	0	0	1	1	7	30	44	10	0	0	0	0	0	0	93
1500	0	0	0	1	0	2	22	44	11	2	0	0	0	0	0	82
Hourly Total	0	0	0	2	1	11	92	141	38	2	0	0	0	0	0	287
1515	0	0	0	0	0	4	25	38	14	2	0	0	0	0	0	83
1530	0	0	0	1	1	6	28	42	18	1	1	0	0	0	0	98
1545	0	1	0	0	2	6	29	38	9	2	0	0	0	0	0	87
1600	0	1	0	0	0	2	34	40	14	3	1	0	0	0	0	95
Hourly Total	0	2	0	1	3	18	116	158	55	8	2	0	0	0	0	363
1615	0	1	1	1	1	12	35	37	11	0	0	0	0	0	0	99
1630	0	0	1	1	1	2	18	44	13	1	0	0	0	0	0	81
1645	0	0	0	0	1	2	18	55	26	4	0	0	0	0	0	106
1700	0	0	0	1	0	3	23	33	20	2	0	0	0	0	0	82
Hourly Total	0	1	2	3	3	19	94	169	70	7	0	0	0	0	0	368
1715	0	1	0	0	0	3	27	50	11	0	0	0	0	0	0	92
1730	0	1	0	0	0	16	43	37	5	1	0	0	0	0	0	103
1745	0	0	0	0	0	4	26	49	15	3	0	0	0	0	0	97
1800	0	0	1	1	0	3	27	28	7	2	0	0	0	0	0	69
Hourly Total	0	2	1	1	0	26	123	164	38	6	0	0	0	0	0	361
1815	0	0	1	0	2	6	35	31	6	2	0	0	0	0	0	83
1830	0	0	0	0	0	11	30	35	8	1	0	0	0	0	0	85
1845	0	0	0	0	0	3	19	33	9	1	0	0	0	0	0	65

1900	0	0	0	1	0	8	19	14	2	0	0	0	0	0	0	44
Hourly Total	0	0	1	1	2	28	103	113	25	4	0	0	0	0	0	277
1915	0	0	0	0	1	2	24	15	6	0	0	0	0	0	0	48
1930	0	0	0	0	1	7	21	19	4	1	0	0	0	0	0	53
1945	0	0	0	0	0	3	12	16	6	0	0	0	0	0	0	37
2000	0	0	0	0	0	10	17	14	3	0	0	0	0	0	0	44
Hourly Total	0	0	0	0	2	22	74	64	19	1	0	0	0	0	0	182
2015	0	0	0	1	2	3	12	13	2	0	0	0	0	0	0	33
2030	0	0	0	0	1	2	8	14	4	1	0	0	0	0	0	30
2045	0	0	0	0	1	11	10	8	3	0	0	0	0	0	0	33
2100	0	0	0	0	0	7	15	8	4	1	0	0	0	0	0	35
Hourly Total	0	0	0	1	4	23	45	43	13	2	0	0	0	0	0	131
2115	0	0	0	1	0	6	7	12	7	0	0	0	0	0	0	33
2130	0	0	0	0	0	0	8	18	2	1	0	0	0	0	0	29
2145	0	0	0	1	1	0	2	9	5	1	0	0	0	0	0	19
2200	0	0	0	0	0	0	4	7	5	1	0	0	0	0	0	17
Hourly Total	0	0	0	2	1	6	21	46	19	3	0	0	0	0	0	98
2215	0	0	0	0	0	2	6	3	3	0	0	0	0	0	0	14
2230	0	0	0	0	0	1	2	2	1	0	0	0	0	0	0	6
2245	0	0	0	0	0	0	0	2	3	0	0	0	0	0	0	5
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	3	8	7	8	0	0	0	0	0	0	26
2315	0	0	0	0	0	0	1	2	1	0	0	0	0	0	0	4
2330	0	0	0	0	0	0	2	5	1	0	0	0	0	0	0	8
2345	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
2400	0	0	0	0	0	0	1	5	0	0	0	0	0	0	0	6
Hourly Total	0	0	0	0	0	0	4	13	2	0	0	0	0	0	0	19
DAILY TOTAL	1	9	12	23	52	323	1441	1960	583	76	7	1	0	0	0	4488
Percentages	0.0%	0.2%	0.3%	0.5%	1.2%	7.2%	32.1%	43.7%	13.0%	1.7%	0.2%	0.0%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	30.9 mph	Vehicles > 35mph	2,627
50th Percentile Speed	36.0 mph	% Vehicles > 35mph	58.5%
85th Percentile Speed	40.0 mph	10mph Pace Speed	31-40 mph
Average Speed	35.6 mph	Vehicles in Pace	3,401
		% Vehicles in Pace	75.8%

SPEED COUNT REPORT

Location: Halifax Dr north of Ocean Terr
City/County: Ormond Beach/Volusia
GPS: 29.307670, -81.053873
Direction: Northbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
45	0	0	0	0	0	0	2	0	1	1	0	0	0	0	0	4
100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	2	2	1	1	0	0	0	0	0	6
115	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
130	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
145	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
200	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	1	4	1	0	0	0	0	0	0	6
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
330	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
345	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2
415	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
445	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
515	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
530	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
545	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
600	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	1	3	1	1	0	0	0	0	0	0	6
615	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
630	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	4
645	0	0	0	0	0	2	0	3	1	0	0	0	0	0	0	6
700	0	0	0	0	0	0	4	6	2	0	0	1	0	0	0	13
Hourly Total	0	0	0	0	0	3	6	11	3	0	0	1	0	0	0	24
715	0	0	0	0	0	0	5	5	2	0	0	0	0	0	0	12
730	0	0	0	0	0	2	6	11	2	0	0	0	0	0	0	21
745	0	0	1	0	0	1	19	26	4	0	0	0	0	0	0	51
800	0	0	0	1	0	0	6	15	6	0	0	0	0	0	0	28
Hourly Total	0	0	1	1	0	3	36	57	14	0	0	0	0	0	0	112
815	0	0	0	1	1	2	2	5	1	0	0	0	0	0	0	12
830	1	1	1	0	1	0	8	10	3	0	0	0	0	0	0	25

845	0	0	1	0	0	1	12	17	2	1	0	0	0	0	0	34
900	0	0	0	0	0	0	12	16	4	0	0	0	0	0	0	32
Hourly Total	1	1	2	1	2	3	34	48	10	1	0	0	0	0	0	103
915	0	0	0	0	0	0	6	16	3	0	0	0	0	0	0	25
930	0	0	1	0	0	1	9	9	3	1	0	0	0	0	0	24
945	0	0	0	0	1	2	6	13	1	0	0	0	0	0	0	23
1000	0	0	0	1	1	0	6	10	4	0	0	0	0	0	0	22
Hourly Total	0	0	1	1	2	3	27	48	11	1	0	0	0	0	0	94
1015	0	0	0	0	2	10	11	6	1	0	0	0	0	0	0	30
1030	0	0	0	0	0	2	9	16	6	0	1	0	0	0	0	34
1045	0	0	0	0	1	2	10	16	4	0	0	0	0	0	0	33
1100	0	0	0	4	5	7	13	7	0	0	0	0	0	0	0	36
Hourly Total	0	0	0	4	8	21	43	45	11	0	1	0	0	0	0	133
1115	0	0	0	2	2	7	18	8	0	0	0	0	0	0	0	37
1130	0	0	0	2	0	3	12	25	3	1	0	0	0	0	0	46
1145	0	0	0	1	0	0	4	9	5	2	0	0	0	0	0	21
1200	0	0	1	1	1	0	7	14	2	1	0	0	0	0	0	27
Hourly Total	0	0	1	6	3	10	41	56	10	4	0	0	0	0	0	131
1215	0	0	1	0	0	1	8	17	8	1	0	0	0	0	0	36
1230	0	0	0	0	0	1	10	8	5	1	0	0	0	0	0	25
1245	0	0	0	1	0	0	5	20	5	0	0	0	0	0	0	31
1300	0	0	1	1	0	0	8	23	2	1	0	0	0	0	0	36
Hourly Total	0	0	2	2	0	2	31	68	20	3	0	0	0	0	0	128
1315	0	0	0	0	0	0	11	21	5	2	0	0	0	0	0	39
1330	0	0	0	0	0	3	13	11	4	0	0	0	0	0	0	31
1345	0	0	0	0	0	2	9	17	3	0	0	0	0	0	0	31
1400	0	0	0	0	0	0	8	15	7	2	0	0	0	0	0	32
Hourly Total	0	0	0	0	0	5	41	64	19	4	0	0	0	0	0	133
1415	0	0	0	0	1	1	6	15	4	0	0	0	0	0	0	27
1430	0	0	0	0	0	0	6	16	4	0	0	0	0	0	0	26
1445	0	0	1	1	0	1	18	35	5	0	0	0	0	0	0	61
1500	0	0	0	0	1	0	7	28	8	0	0	0	0	0	0	44
Hourly Total	0	0	1	1	2	2	37	94	21	0	0	0	0	0	0	158
1515	0	0	0	0	0	0	13	22	5	1	0	0	0	0	0	41
1530	0	0	0	0	0	2	16	16	7	0	0	0	0	0	0	41
1545	0	0	0	0	0	1	10	18	7	1	0	0	0	0	0	37
1600	0	0	0	0	0	2	9	21	14	2	0	0	0	0	0	48
Hourly Total	0	0	0	0	0	5	48	77	33	4	0	0	0	0	0	167
1615	0	1	0	0	2	1	12	17	9	0	1	0	0	0	0	43
1630	0	0	1	0	0	1	14	22	7	2	0	0	0	0	0	47
1645	0	0	0	1	0	2	2	32	15	3	0	0	0	0	0	55
1700	0	0	0	0	1	1	9	13	16	0	0	0	0	0	0	40
Hourly Total	0	1	1	1	3	5	37	84	47	5	1	0	0	0	0	185
1715	0	0	0	0	1	1	13	22	6	0	0	0	0	0	0	43
1730	0	0	0	0	0	5	30	23	5	0	0	0	0	0	0	63
1745	0	0	0	0	0	2	7	23	14	3	0	0	0	0	0	49
1800	0	0	0	1	0	1	15	22	4	0	0	0	0	0	0	43
Hourly Total	0	0	0	1	1	9	65	90	29	3	0	0	0	0	0	198
1815	0	1	1	0	0	1	12	19	4	1	0	0	0	0	0	39
1830	0	0	0	0	1	1	9	13	5	2	0	0	0	0	0	31
1845	0	0	0	0	0	1	5	19	8	0	0	0	0	0	0	33

1900	0	0	0	0	1	2	11	5	1	0	0	0	0	0	0	20
Hourly Total	0	1	1	0	2	5	37	56	18	3	0	0	0	0	0	123
1915	0	0	0	1	1	2	10	9	4	1	0	0	0	0	0	28
1930	0	0	0	0	0	6	9	9	2	0	0	0	0	0	0	26
1945	0	0	0	0	0	1	11	8	3	0	0	0	0	0	0	23
2000	0	0	0	0	1	3	9	5	2	0	0	0	0	0	0	20
Hourly Total	0	0	0	1	2	12	39	31	11	1	0	0	0	0	0	97
2015	0	0	0	1	0	0	7	7	1	0	0	0	0	0	0	16
2030	0	0	0	0	0	1	6	10	2	0	0	0	0	0	0	19
2045	0	0	0	0	1	3	7	2	0	0	0	0	0	0	0	13
2100	0	0	0	0	1	3	11	4	1	0	0	0	0	0	0	20
Hourly Total	0	0	0	1	2	7	31	23	4	0	0	0	0	0	0	68
2115	0	0	0	0	0	4	4	6	3	0	0	0	0	0	0	17
2130	0	0	0	0	0	1	2	12	4	0	0	0	0	0	0	19
2145	0	0	0	0	0	0	4	6	2	0	0	0	0	0	0	12
2200	0	0	0	0	0	0	3	3	3	2	0	0	0	0	0	11
Hourly Total	0	0	0	0	0	5	13	27	12	2	0	0	0	0	0	59
2215	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	6
2230	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	4
2245	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	5	3	5	0	0	0	0	0	0	13
2315	0	0	0	0	0	0	1	1	1	0	0	1	0	0	0	4
2330	0	0	0	0	0	0	0	3	1	0	0	0	0	0	0	4
2345	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
2400	0	0	0	0	1	0	1	3	0	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	1	0	2	8	2	1	0	1	0	0	0	15
DAILY TOTAL	1	3	10	21	28	101	580	897	284	33	2	2	0	0	0	1962
Percentages	0.1%	0.2%	0.5%	1.1%	1.4%	5.1%	29.6%	45.7%	14.5%	1.7%	0.1%	0.1%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed 31.1 mph
50th Percentile Speed 36.3 mph
85th Percentile Speed 40.5 mph
Average Speed 35.8 mph

Vehicles > 35mph 1,218
% Vehicles > 35mph 62.1%
10mph Pace Speed 31-40 mph
Vehicles in Pace 1,477
% Vehicles in Pace 75.3%

SPEED COUNT REPORT

Location: Halifax Dr north of Ocean Terr
City/County: Ormond Beach/Volusia
GPS: 29.307670, -81.053873
Direction: Southbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
100	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3
115	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
130	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
315	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	0	1	1	0	1	0	0	0	0	3
415	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	3
430	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
445	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
500	0	0	0	0	0	0	1	2	0	1	0	1	0	0	0	5
Hourly Total	0	0	0	0	0	1	4	5	1	1	0	1	0	0	0	13
515	0	0	0	0	0	0	1	3	0	0	0	0	0	0	0	4
530	0	0	0	0	1	0	1	4	1	1	0	0	0	0	0	8
545	0	0	0	0	0	0	2	3	2	0	0	0	0	0	0	7
600	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Hourly Total	0	0	0	0	1	0	4	10	3	2	0	0	0	0	0	20
615	0	0	0	0	0	0	1	5	1	1	0	0	0	0	0	8
630	0	0	0	0	0	1	2	5	1	0	0	0	0	0	0	9
645	0	0	0	0	0	0	4	9	1	0	0	0	0	0	0	14
700	0	0	0	0	0	1	7	7	2	1	0	0	0	0	0	18
Hourly Total	0	0	0	0	0	2	14	26	5	2	0	0	0	0	0	49
715	0	0	0	0	0	2	4	12	4	1	0	0	0	0	0	23
730	0	0	0	0	0	2	13	18	6	0	0	0	0	0	0	39
745	0	0	0	0	0	1	10	30	6	1	0	0	0	0	0	48
800	0	0	0	0	0	0	12	35	6	2	0	0	0	0	0	55
Hourly Total	0	0	0	0	0	5	39	95	22	4	0	0	0	0	0	165
815	0	0	0	0	0	2	10	13	6	1	0	0	0	0	0	32
830	1	0	0	0	0	4	6	17	3	1	0	1	0	0	0	33

845	0	0	0	0	2	1	8	18	10	3	0	0	0	0	0	42
900	0	0	0	0	1	2	7	27	10	3	1	0	0	0	0	51
Hourly Total	1	0	0	0	3	9	31	75	29	8	1	1	0	0	0	158
915	0	0	0	1	4	8	12	16	9	2	0	1	0	0	0	53
930	0	0	2	0	0	3	19	19	5	0	0	0	0	0	0	48
945	0	0	1	0	2	1	10	9	7	0	0	0	0	0	0	30
1000	0	0	0	0	0	2	9	10	6	0	0	0	0	0	0	27
Hourly Total	0	0	3	1	6	14	50	54	27	2	0	1	0	0	0	158
1015	0	0	0	0	1	1	10	8	8	0	0	0	0	0	0	28
1030	0	0	0	0	1	4	8	6	3	0	0	0	0	0	0	22
1045	0	0	0	1	0	5	13	11	6	0	0	0	0	0	0	36
1100	0	0	0	0	0	6	12	4	1	0	0	0	0	0	0	23
Hourly Total	0	0	0	1	2	16	43	29	18	0	0	0	0	0	0	109
1115	0	0	0	2	3	10	26	6	0	0	0	0	0	0	0	47
1130	0	0	0	0	0	0	8	9	6	0	0	0	0	0	0	23
1145	0	0	0	2	0	1	11	17	2	1	0	0	0	0	0	34
1200	0	0	0	0	1	0	7	7	4	2	0	0	0	0	0	21
Hourly Total	0	0	0	4	4	11	52	39	12	3	0	0	0	0	0	125
1215	0	0	0	0	0	0	12	13	3	0	0	0	0	0	0	28
1230	0	0	0	0	0	2	6	15	2	0	0	0	0	0	0	25
1245	0	0	0	0	0	0	6	16	6	0	0	0	0	0	0	28
1300	0	0	0	0	0	1	7	17	3	1	0	0	0	0	0	29
Hourly Total	0	0	0	0	0	3	31	61	14	1	0	0	0	0	0	110
1315	0	0	0	0	1	0	6	22	2	1	0	0	0	0	0	32
1330	0	0	0	0	0	2	6	11	8	1	0	0	0	0	0	28
1345	0	0	0	0	0	1	3	13	7	2	0	0	0	0	0	26
1400	0	0	0	0	0	1	2	7	5	0	0	0	0	0	0	15
Hourly Total	0	0	0	0	1	4	17	53	22	4	0	0	0	0	0	101
1415	0	0	0	0	0	1	6	12	3	0	0	0	0	0	0	22
1430	0	0	0	0	0	0	4	11	5	0	0	0	0	0	0	20
1445	0	0	0	0	2	0	2	13	8	0	0	0	0	0	0	25
1500	0	0	0	0	1	0	8	14	5	1	0	0	0	0	0	29
Hourly Total	0	0	0	0	3	1	20	50	21	1	0	0	0	0	0	96
1515	0	0	0	0	0	1	9	7	5	2	0	0	0	0	0	24
1530	0	0	0	0	0	2	15	17	7	0	0	0	0	0	0	41
1545	0	0	0	0	0	0	5	16	6	0	0	0	0	0	0	27
1600	0	0	0	0	0	2	5	17	5	0	0	0	0	0	0	29
Hourly Total	0	0	0	0	0	5	34	57	23	2	0	0	0	0	0	121
1615	0	0	0	0	0	1	7	12	4	1	0	0	0	0	0	25
1630	0	0	0	0	1	0	2	12	7	0	0	0	0	0	0	22
1645	0	0	0	0	0	0	3	19	9	2	0	0	0	0	0	33
1700	0	0	0	0	0	0	6	7	6	0	0	0	0	0	0	19
Hourly Total	0	0	0	0	1	1	18	50	26	3	0	0	0	0	0	99
1715	0	0	0	0	0	1	8	17	4	1	0	0	0	0	0	31
1730	0	0	0	0	0	1	4	14	0	0	0	0	0	0	0	19
1745	0	0	0	0	1	0	8	12	4	0	1	0	0	0	0	26
1800	0	0	1	0	1	1	10	6	5	0	0	0	0	0	0	24
Hourly Total	0	0	1	0	2	3	30	49	13	1	1	0	0	0	0	100
1815	0	0	0	0	0	5	11	4	3	0	0	0	0	0	0	23
1830	0	0	0	0	1	2	9	8	4	0	0	0	0	0	0	24
1845	0	0	0	0	0	1	9	8	0	0	0	0	0	0	0	18

1900	0	0	0	1	1	0	4	10	0	0	0	0	0	0	0	16
Hourly Total	0	0	0	1	2	8	33	30	7	0	0	0	0	0	0	81
1915	0	0	0	0	2	1	1	6	0	1	0	0	0	0	0	11
1930	0	0	0	0	0	3	8	8	0	0	0	0	0	0	0	19
1945	0	0	0	0	0	0	3	2	2	0	0	0	0	0	0	7
2000	0	0	0	0	0	0	6	1	1	0	0	0	0	0	0	8
Hourly Total	0	0	0	0	2	4	18	17	3	1	0	0	0	0	0	45
2015	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	4
2030	0	0	0	0	0	1	1	1	1	1	0	0	0	0	0	5
2045	0	0	0	0	0	1	0	2	3	1	0	0	0	0	0	7
2100	0	0	0	0	0	1	2	1	2	0	0	0	0	0	0	6
Hourly Total	0	0	0	0	1	4	4	5	6	2	0	0	0	0	0	22
2115	0	0	0	0	0	0	3	4	1	0	0	0	0	0	0	8
2130	0	0	0	0	0	0	1	1	2	0	0	0	0	0	0	4
2145	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
2200	0	0	0	0	0	1	0	2	2	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	1	5	9	5	0	0	0	0	0	0	20
2215	0	0	0	0	0	0	2	1	1	0	0	0	0	0	0	4
2230	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	2
2245	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	3
2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	1	0	2	4	1	1	0	0	0	0	0	9
2315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2330	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
2345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2400	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	1	3	0	1	0	0	0	0	0	5
DAILY TOTAL	1	0	4	7	29	92	450	726	259	39	3	3	0	0	0	1613
Percentages	0.1%	0.0%	0.2%	0.4%	1.8%	5.7%	27.9%	45.0%	16.1%	2.4%	0.2%	0.2%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	31.2 mph	Vehicles > 35mph	1,030
50th Percentile Speed	36.5 mph	% Vehicles > 35mph	63.9%
85th Percentile Speed	41.2 mph	10mph Pace Speed	31-40 mph
Average Speed	36.2 mph	Vehicles in Pace	1,176
		% Vehicles in Pace	72.9%

SPEED COUNT REPORT

Location: Halifax Dr north of Ocean Terr
City/County: Ormond Beach/Volusia
GPS: 29.307670, -81.053873
Direction: Combined

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75	
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
45	0	0	0	0	0	0	2	1	1	1	0	0	0	0	0	5
100	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	2	5	1	1	0	0	0	0	0	9
115	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3
130	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
145	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
200	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	1	5	1	0	0	0	0	0	0	7
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
315	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
330	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
345	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
400	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	1	0	0	1	1	1	0	1	0	0	0	0	5
415	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	3
430	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
445	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
500	0	0	0	0	0	0	1	2	0	1	0	1	0	0	0	5
Hourly Total	0	0	0	0	0	1	4	5	1	1	0	1	0	0	0	13
515	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	5
530	0	0	0	0	1	0	1	5	2	1	0	0	0	0	0	10
545	0	0	0	0	0	0	3	3	2	0	0	0	0	0	0	8
600	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0	3
Hourly Total	0	0	0	0	1	1	7	11	4	2	0	0	0	0	0	26
615	0	0	0	0	0	0	2	5	1	1	0	0	0	0	0	9
630	0	0	0	0	0	2	3	7	1	0	0	0	0	0	0	13
645	0	0	0	0	0	2	4	12	2	0	0	0	0	0	0	20
700	0	0	0	0	0	1	11	13	4	1	0	1	0	0	0	31
Hourly Total	0	0	0	0	0	5	20	37	8	2	0	1	0	0	0	73
715	0	0	0	0	0	2	9	17	6	1	0	0	0	0	0	35
730	0	0	0	0	0	4	19	29	8	0	0	0	0	0	0	60
745	0	0	1	0	0	2	29	56	10	1	0	0	0	0	0	99
800	0	0	0	1	0	0	18	50	12	2	0	0	0	0	0	83
Hourly Total	0	0	1	1	0	8	75	152	36	4	0	0	0	0	0	277
815	0	0	0	1	1	4	12	18	7	1	0	0	0	0	0	44
830	2	1	1	0	1	4	14	27	6	1	0	1	0	0	0	58

845	0	0	1	0	2	2	20	35	12	4	0	0	0	0	0	76
900	0	0	0	0	1	2	19	43	14	3	1	0	0	0	0	83
Hourly Total	2	1	2	1	5	12	65	123	39	9	1	1	0	0	0	261
915	0	0	0	1	4	8	18	32	12	2	0	1	0	0	0	78
930	0	0	3	0	0	4	28	28	8	1	0	0	0	0	0	72
945	0	0	1	0	3	3	16	22	8	0	0	0	0	0	0	53
1000	0	0	0	1	1	2	15	20	10	0	0	0	0	0	0	49
Hourly Total	0	0	4	2	8	17	77	102	38	3	0	1	0	0	0	252
1015	0	0	0	0	3	11	21	14	9	0	0	0	0	0	0	58
1030	0	0	0	0	1	6	17	22	9	0	1	0	0	0	0	56
1045	0	0	0	1	1	7	23	27	10	0	0	0	0	0	0	69
1100	0	0	0	4	5	13	25	11	1	0	0	0	0	0	0	59
Hourly Total	0	0	0	5	10	37	86	74	29	0	1	0	0	0	0	242
1115	0	0	0	4	5	17	44	14	0	0	0	0	0	0	0	84
1130	0	0	0	2	0	3	20	34	9	1	0	0	0	0	0	69
1145	0	0	0	3	0	1	15	26	7	3	0	0	0	0	0	55
1200	0	0	1	1	2	0	14	21	6	3	0	0	0	0	0	48
Hourly Total	0	0	1	10	7	21	93	95	22	7	0	0	0	0	0	256
1215	0	0	1	0	0	1	20	30	11	1	0	0	0	0	0	64
1230	0	0	0	0	0	3	16	23	7	1	0	0	0	0	0	50
1245	0	0	0	1	0	0	11	36	11	0	0	0	0	0	0	59
1300	0	0	1	1	0	1	15	40	5	2	0	0	0	0	0	65
Hourly Total	0	0	2	2	0	5	62	129	34	4	0	0	0	0	0	238
1315	0	0	0	0	1	0	17	43	7	3	0	0	0	0	0	71
1330	0	0	0	0	0	5	19	22	12	1	0	0	0	0	0	59
1345	0	0	0	0	0	3	12	30	10	2	0	0	0	0	0	57
1400	0	0	0	0	0	1	10	22	12	2	0	0	0	0	0	47
Hourly Total	0	0	0	0	1	9	58	117	41	8	0	0	0	0	0	234
1415	0	0	0	0	1	2	12	27	7	0	0	0	0	0	0	49
1430	0	0	0	0	0	0	10	27	9	0	0	0	0	0	0	46
1445	0	0	1	1	2	1	20	48	13	0	0	0	0	0	0	86
1500	0	0	0	0	2	0	15	42	13	1	0	0	0	0	0	73
Hourly Total	0	0	1	1	5	3	57	144	42	1	0	0	0	0	0	254
1515	0	0	0	0	0	1	22	29	10	3	0	0	0	0	0	65
1530	0	0	0	0	0	4	31	33	14	0	0	0	0	0	0	82
1545	0	0	0	0	0	1	15	34	13	1	0	0	0	0	0	64
1600	0	0	0	0	0	4	14	38	19	2	0	0	0	0	0	77
Hourly Total	0	0	0	0	0	10	82	134	56	6	0	0	0	0	0	288
1615	0	1	0	0	2	2	19	29	13	1	1	0	0	0	0	68
1630	0	0	1	0	1	1	16	34	14	2	0	0	0	0	0	69
1645	0	0	0	1	0	2	5	51	24	5	0	0	0	0	0	88
1700	0	0	0	0	1	1	15	20	22	0	0	0	0	0	0	59
Hourly Total	0	1	1	1	4	6	55	134	73	8	1	0	0	0	0	284
1715	0	0	0	0	1	2	21	39	10	1	0	0	0	0	0	74
1730	0	0	0	0	0	6	34	37	5	0	0	0	0	0	0	82
1745	0	0	0	0	1	2	15	35	18	3	1	0	0	0	0	75
1800	0	0	1	1	1	2	25	28	9	0	0	0	0	0	0	67
Hourly Total	0	0	1	1	3	12	95	139	42	4	1	0	0	0	0	298
1815	0	1	1	0	0	6	23	23	7	1	0	0	0	0	0	62
1830	0	0	0	0	2	3	18	21	9	2	0	0	0	0	0	55
1845	0	0	0	0	0	2	14	27	8	0	0	0	0	0	0	51

1900	0	0	0	1	2	2	15	15	1	0	0	0	0	0	0	36
Hourly Total	0	1	1	1	4	13	70	86	25	3	0	0	0	0	0	204
1915	0	0	0	1	3	3	11	15	4	2	0	0	0	0	0	39
1930	0	0	0	0	0	9	17	17	2	0	0	0	0	0	0	45
1945	0	0	0	0	0	1	14	10	5	0	0	0	0	0	0	30
2000	0	0	0	0	1	3	15	6	3	0	0	0	0	0	0	28
Hourly Total	0	0	0	1	4	16	57	48	14	2	0	0	0	0	0	142
2015	0	0	0	1	1	1	8	8	1	0	0	0	0	0	0	20
2030	0	0	0	0	0	2	7	11	3	1	0	0	0	0	0	24
2045	0	0	0	0	1	4	7	4	3	1	0	0	0	0	0	20
2100	0	0	0	0	1	4	13	5	3	0	0	0	0	0	0	26
Hourly Total	0	0	0	1	3	11	35	28	10	2	0	0	0	0	0	90
2115	0	0	0	0	0	4	7	10	4	0	0	0	0	0	0	25
2130	0	0	0	0	0	1	3	13	6	0	0	0	0	0	0	23
2145	0	0	0	0	0	0	5	8	2	0	0	0	0	0	0	15
2200	0	0	0	0	0	1	3	5	5	2	0	0	0	0	0	16
Hourly Total	0	0	0	0	0	6	18	36	17	2	0	0	0	0	0	79
2215	0	0	0	0	0	0	5	1	4	0	0	0	0	0	0	10
2230	0	0	0	0	1	0	1	4	0	0	0	0	0	0	0	6
2245	0	0	0	0	0	0	1	2	1	1	0	0	0	0	0	5
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	1	0	7	7	6	1	0	0	0	0	0	22
2315	0	0	0	0	0	0	1	1	1	0	0	1	0	0	0	4
2330	0	0	0	0	0	0	1	5	1	0	0	0	0	0	0	7
2345	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
2400	0	0	0	0	1	0	1	4	0	1	0	0	0	0	0	7
Hourly Total	0	0	0	0	1	0	3	11	2	2	0	1	0	0	0	20
DAILY TOTAL	2	3	14	28	57	193	1030	1623	543	72	5	5	0	0	0	3575
Percentages	0.1%	0.1%	0.4%	0.8%	1.6%	5.4%	28.8%	45.4%	15.2%	2.0%	0.1%	0.1%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed 31.2 mph
50th Percentile Speed 36.4 mph
85th Percentile Speed 40.8 mph
Average Speed 36.0 mph

Vehicles > 35mph 2,248
% Vehicles > 35mph 62.9%
10mph Pace Speed 31-40 mph
Vehicles in Pace 2,653
% Vehicles in Pace 74.2%

SPEED COUNT REPORT

Location: Halifax Dr north of Southwind Dr
City/County: Ormond Beach/Volusia
GPS: 29.312573, -81.056203
Direction: Northbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
45	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	4
100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	2	2	0	2	0	0	0	0	0	6
115	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
130	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
145	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
200	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	2	3	1	0	0	0	0	0	0	6
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
315	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
415	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
445	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
515	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
530	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
545	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
600	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	3
615	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
630	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
645	0	0	0	0	1	1	1	2	1	0	0	0	0	0	0	6
700	0	0	0	0	0	0	2	6	2	0	0	0	0	0	0	10
Hourly Total	0	0	0	0	1	2	4	9	3	0	0	0	0	0	0	19
715	0	0	0	1	1	1	2	4	0	0	0	0	0	0	0	9
730	0	0	0	0	0	1	8	8	2	0	0	0	0	0	0	19
745	0	0	1	0	0	1	24	25	3	1	0	0	0	0	0	55
800	0	0	0	0	0	0	7	11	4	0	0	0	0	0	0	22
Hourly Total	0	0	1	1	1	3	41	48	9	1	0	0	0	0	0	105
815	0	0	0	2	0	0	6	3	0	0	0	0	0	0	0	11
830	0	0	0	0	0	3	12	13	2	1	0	0	0	0	0	31

845	0	2	1	0	1	3	15	7	0	1	0	0	0	0	0	30
900	3	0	0	1	5	3	27	6	2	1	0	0	0	0	0	48
Hourly Total	3	2	1	3	6	9	60	29	4	3	0	0	0	0	0	120
915	0	0	0	0	0	4	20	5	1	1	0	0	1	0	0	32
930	0	0	1	0	0	0	9	7	1	1	0	0	0	0	0	19
945	0	0	0	1	0	3	3	12	2	0	0	0	0	0	0	21
1000	0	0	0	0	3	5	5	6	1	1	0	0	0	0	0	21
Hourly Total	0	0	1	1	3	12	37	30	5	3	0	0	1	0	0	93
1015	0	0	1	2	1	8	23	2	0	0	0	0	0	0	0	37
1030	0	0	0	2	5	11	26	2	1	1	0	0	0	0	0	48
1045	1	0	1	0	1	18	18	5	1	1	0	0	0	0	0	46
1100	0	0	0	1	1	3	11	11	2	0	0	0	0	0	0	29
Hourly Total	1	0	2	5	8	40	78	20	4	2	0	0	0	0	0	160
1115	0	0	0	1	0	1	9	11	2	0	0	0	0	0	0	24
1130	0	0	0	1	2	3	7	25	1	0	0	0	0	0	0	39
1145	0	0	0	1	0	0	2	7	2	1	1	0	0	0	0	14
1200	0	0	0	2	1	1	11	8	2	0	0	0	0	0	0	25
Hourly Total	0	0	0	5	3	5	29	51	7	1	1	0	0	0	0	102
1215	0	0	0	2	3	1	7	12	4	0	1	0	0	0	0	30
1230	0	0	0	0	0	0	10	8	5	0	0	0	0	0	0	23
1245	0	0	0	0	2	0	10	9	4	0	0	0	0	0	0	25
1300	0	0	0	1	0	2	7	14	1	0	0	0	0	0	0	25
Hourly Total	0	0	0	3	5	3	34	43	14	0	1	0	0	0	0	103
1315	0	0	0	0	0	3	8	17	5	0	0	0	0	0	0	33
1330	0	0	0	0	2	1	13	11	1	0	0	0	0	0	0	28
1345	0	0	0	0	2	1	11	11	3	1	0	0	0	0	0	29
1400	0	0	0	0	0	3	10	12	3	0	0	0	0	0	0	28
Hourly Total	0	0	0	0	4	8	42	51	12	1	0	0	0	0	0	118
1415	0	0	1	2	1	3	9	11	1	0	0	0	0	0	0	28
1430	0	0	0	0	1	0	3	20	4	0	0	0	0	0	0	28
1445	0	0	0	2	3	3	23	17	3	0	0	0	0	0	0	51
1500	0	0	2	0	6	3	12	11	7	0	0	0	0	0	0	41
Hourly Total	0	0	3	4	11	9	47	59	15	0	0	0	0	0	0	148
1515	0	0	0	0	1	2	15	13	3	0	0	0	0	0	0	34
1530	0	0	0	1	0	1	10	15	3	1	0	0	0	0	0	31
1545	0	0	0	0	2	1	13	17	1	0	0	0	0	0	0	34
1600	0	0	0	1	2	0	13	17	6	1	0	0	0	0	0	40
Hourly Total	0	0	0	2	5	4	51	62	13	2	0	0	0	0	0	139
1615	0	0	1	0	1	0	12	13	5	1	0	1	0	0	0	34
1630	0	0	1	1	0	1	9	22	7	0	0	0	0	0	0	41
1645	0	0	0	1	5	1	6	26	4	4	1	0	0	0	0	48
1700	0	0	0	0	1	4	8	17	5	0	0	0	0	0	0	35
Hourly Total	0	0	2	2	7	6	35	78	21	5	1	1	0	0	0	158
1715	0	0	0	0	0	0	15	17	7	0	0	0	0	0	0	39
1730	0	0	0	0	0	4	21	16	7	2	0	0	0	0	0	50
1745	0	0	0	0	1	2	7	23	3	0	0	0	0	0	0	36
1800	0	1	1	2	2	3	17	9	3	0	0	0	0	0	0	38
Hourly Total	0	1	1	2	3	9	60	65	20	2	0	0	0	0	0	163
1815	0	0	1	0	1	3	7	11	1	1	2	0	0	0	0	27
1830	0	0	0	0	0	2	8	12	3	0	0	0	0	0	0	25
1845	0	0	0	0	0	1	9	13	3	0	0	0	0	0	0	26

1900	0	0	0	0	1	5	3	6	1	0	0	0	0	0	0	16
Hourly Total	0	0	1	0	2	11	27	42	8	1	2	0	0	0	0	94
1915	0	0	0	0	0	1	8	6	3	0	0	0	0	0	0	18
1930	0	0	0	1	0	2	12	7	1	0	0	0	0	0	0	23
1945	0	0	0	0	0	4	4	7	2	0	0	0	0	0	0	17
2000	0	0	0	1	2	4	6	1	1	0	0	0	0	0	0	15
Hourly Total	0	0	0	2	2	11	30	21	7	0	0	0	0	0	0	73
2015	0	0	0	1	0	2	5	6	1	0	0	0	0	0	0	15
2030	0	0	0	1	0	0	10	4	1	0	0	0	0	0	0	16
2045	0	0	0	1	0	3	4	3	2	0	0	0	0	0	0	13
2100	0	0	0	1	0	1	8	5	0	1	0	0	0	0	0	16
Hourly Total	0	0	0	4	0	6	27	18	4	1	0	0	0	0	0	60
2115	0	0	0	1	0	1	3	7	0	0	0	0	0	0	0	12
2130	0	0	0	1	1	2	5	9	1	0	0	0	0	0	0	19
2145	0	0	0	0	0	0	7	3	1	0	0	0	0	0	0	11
2200	0	0	0	0	2	1	4	2	1	1	0	0	0	0	0	11
Hourly Total	0	0	0	2	3	4	19	21	3	1	0	0	0	0	0	53
2215	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	3
2230	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
2245	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	2	2	5	0	0	0	0	0	0	9
2315	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
2330	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	3
2345	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
2400	0	0	0	0	0	2	0	3	0	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	2	1	6	3	0	0	0	0	0	0	12
DAILY TOTAL	4	3	12	36	65	144	629	661	160	25	5	1	1	0	0	1746
Percentages	0.2%	0.2%	0.7%	2.1%	3.7%	8.2%	36.0%	37.9%	9.2%	1.4%	0.3%	0.1%	0.1%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed	29.9 mph	Vehicles > 35mph	853
50th Percentile Speed	34.8 mph	% Vehicles > 35mph	48.9%
85th Percentile Speed	39.5 mph	10mph Pace Speed	31-40 mph
Average Speed	34.3 mph	Vehicles in Pace	1,290
		% Vehicles in Pace	73.9%

SPEED COUNT REPORT

Location: Halifax Dr north of Southwind Dr
City/County: Ormond Beach/Volusia
GPS: 29.312573, -81.056203
Direction: Southbound

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED															Total
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
100	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	3
115	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
130	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
315	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
415	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
430	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
445	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	3
500	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Hourly Total	0	0	0	1	0	0	2	2	2	0	0	1	0	0	0	8
515	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4
530	0	0	0	0	0	0	0	2	1	1	0	0	0	0	0	4
545	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
600	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	1	6	2	3	0	0	0	0	0	12
615	0	0	0	1	0	0	3	1	0	0	0	0	0	0	0	5
630	0	0	1	1	1	1	3	2	1	0	0	0	0	0	0	10
645	0	0	0	1	1	2	3	3	0	0	0	0	0	0	0	10
700	0	0	0	0	0	2	10	1	2	1	0	0	0	0	0	16
Hourly Total	0	0	1	3	2	5	19	7	3	1	0	0	0	0	0	41
715	0	0	0	0	2	5	7	6	1	0	0	0	0	0	0	21
730	0	0	0	2	1	0	18	11	2	0	0	0	0	0	0	34
745	0	0	0	0	1	5	12	14	2	0	0	0	0	0	0	34
800	0	0	0	1	0	4	20	12	6	1	0	0	0	0	0	44
Hourly Total	0	0	0	3	4	14	57	43	11	1	0	0	0	0	0	133
815	0	0	0	0	2	4	5	7	5	2	0	0	0	0	0	25
830	0	0	2	2	4	0	13	8	0	0	0	0	0	0	0	29

845	0	2	0	6	1	4	10	7	2	0	0	0	0	0	0	32
900	1	1	1	3	3	2	15	5	5	0	0	0	0	0	0	36
Hourly Total	1	3	3	11	10	10	43	27	12	2	0	0	0	0	0	122
915	0	0	2	7	13	3	10	3	1	0	0	0	0	0	0	39
930	0	0	2	1	3	2	15	13	3	0	0	0	0	0	0	39
945	0	0	1	1	2	4	5	5	4	0	0	0	0	0	0	22
1000	0	0	0	1	1	2	7	9	0	0	0	0	0	0	0	20
Hourly Total	0	0	5	10	19	11	37	30	8	0	0	0	0	0	0	120
1015	1	0	0	0	1	2	11	2	1	0	0	0	0	0	0	18
1030	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1045	0	4	2	2	2	1	9	0	0	0	0	0	0	0	0	20
1100	0	0	0	1	1	4	12	7	0	0	0	0	0	0	0	25
Hourly Total	1	4	2	3	4	7	33	9	1	0	0	0	0	0	0	64
1115	0	0	0	0	1	4	17	8	0	0	0	0	0	0	0	30
1130	0	0	1	4	0	3	10	6	1	0	0	0	0	0	0	25
1145	0	0	0	2	1	2	9	7	1	0	0	0	0	0	0	22
1200	0	0	0	0	0	1	6	4	5	1	0	0	0	0	0	17
Hourly Total	0	0	1	6	2	10	42	25	7	1	0	0	0	0	0	94
1215	0	0	0	1	1	3	7	7	1	0	0	0	0	0	0	20
1230	0	0	0	1	1	0	8	6	3	0	0	0	0	0	0	19
1245	0	0	0	1	3	4	8	7	0	0	0	0	0	0	0	23
1300	0	0	0	0	0	5	10	8	0	0	0	0	0	0	0	23
Hourly Total	0	0	0	3	5	12	33	28	4	0	0	0	0	0	0	85
1315	0	0	0	0	0	3	8	6	1	1	0	0	0	0	0	19
1330	0	0	0	6	0	2	5	13	6	0	0	0	0	0	0	32
1345	0	0	0	3	0	3	6	4	1	0	0	0	0	0	0	17
1400	0	0	0	1	1	3	5	3	1	0	0	0	0	0	0	14
Hourly Total	0	0	0	10	1	11	24	26	9	1	0	0	0	0	0	82
1415	0	0	0	1	2	2	9	6	0	0	0	0	0	0	0	20
1430	0	0	0	0	0	0	8	5	2	0	0	0	0	0	0	15
1445	0	0	0	2	1	1	3	10	3	1	0	0	0	0	0	21
1500	0	0	0	0	0	3	5	7	2	0	0	0	0	0	0	17
Hourly Total	0	0	0	3	3	6	25	28	7	1	0	0	0	0	0	73
1515	0	0	0	2	2	5	3	7	4	0	0	1	0	0	0	24
1530	0	0	0	1	1	5	10	11	1	0	0	0	0	0	0	29
1545	0	0	0	0	2	7	11	7	1	0	0	0	0	0	0	28
1600	0	0	0	0	2	3	8	6	2	0	0	0	0	0	0	21
Hourly Total	0	0	0	3	7	20	32	31	8	0	0	1	0	0	0	102
1615	0	0	0	0	1	1	10	7	5	0	0	0	0	0	0	24
1630	0	0	0	1	0	2	3	9	1	0	0	0	0	0	0	16
1645	0	0	0	3	1	2	10	7	4	1	0	0	0	0	0	28
1700	0	0	0	0	0	1	6	7	2	0	0	0	0	0	0	16
Hourly Total	0	0	0	4	2	6	29	30	12	1	0	0	0	0	0	84
1715	0	0	0	1	2	4	9	4	1	0	0	0	0	0	0	21
1730	0	0	1	1	0	1	7	3	0	1	0	0	0	0	0	14
1745	0	0	0	1	1	3	11	7	1	0	0	0	0	0	0	24
1800	0	0	0	1	1	3	4	4	3	0	0	0	0	0	0	16
Hourly Total	0	0	1	4	4	11	31	18	5	1	0	0	0	0	0	75
1815	0	0	1	1	1	3	1	6	1	1	0	0	0	0	0	15
1830	0	0	0	0	0	3	10	8	1	0	0	0	0	0	0	22
1845	0	0	0	1	0	2	9	0	0	0	0	0	0	0	0	12

1900	0	0	0	2	1	3	5	3	0	0	0	0	0	0	0	14
Hourly Total	0	0	1	4	2	11	25	17	2	1	0	0	0	0	0	63
1915	0	0	1	0	0	2	4	1	0	1	0	0	0	0	0	9
1930	0	0	0	0	0	3	6	6	0	0	0	0	0	0	0	15
1945	0	0	0	2	0	1	2	1	0	0	0	0	0	0	0	6
2000	0	0	0	0	2	0	2	1	0	0	0	0	0	0	0	5
Hourly Total	0	0	1	2	2	6	14	9	0	1	0	0	0	0	0	35
2015	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
2030	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
2045	0	0	0	0	0	1	0	2	3	0	0	0	0	0	0	6
2100	0	0	0	0	0	0	3	1	0	0	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	1	4	5	4	0	0	0	0	0	0	14
2115	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	4
2130	0	0	0	1	1	0	1	1	0	0	0	0	0	0	0	4
2145	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0	3
2200	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
Hourly Total	0	0	0	1	2	1	5	4	0	0	0	0	0	0	0	13
2215	0	0	0	0	0	1	2	1	0	0	0	0	0	0	0	4
2230	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
2245	0	0	0	0	1	0	1	2	0	0	0	0	0	0	0	4
2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	1	1	4	3	0	0	0	0	0	0	0	9
2315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2330	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
2345	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
2400	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	4
DAILY TOTAL	2	7	15	71	71	143	466	350	98	14	0	2	0	0	0	1239
Percentages	0.2%	0.6%	1.2%	5.7%	5.7%	11.5%	37.6%	28.2%	7.9%	1.1%	0.0%	0.2%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed 25.7 mph
50th Percentile Speed 33.3 mph
85th Percentile Speed 39.0 mph
Average Speed 32.5 mph

Vehicles > 35mph 464
% Vehicles > 35mph 37.4%
10mph Pace Speed 31-40 mph
Vehicles in Pace 816
% Vehicles in Pace 65.9%

SPEED COUNT REPORT

Location: Halifax Dr north of Southwind Dr
City/County: Ormond Beach/Volusia
GPS: 29.312573, -81.056203
Direction: Combined

Day/Date: Tuesday, October 29, 2024
Posted Speed Limit: 35mph

END TIME	SPEED																Total
	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75		
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
45	0	0	0	0	0	0	3	0	0	2	0	0	0	0	0	5	
100	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3	
Hourly Total	0	0	0	0	0	0	5	2	0	2	0	0	0	0	0	9	
115	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	3	
130	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
145	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	
200	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2	
Hourly Total	0	0	0	0	0	0	2	4	1	0	0	0	0	0	0	7	
215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
245	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	
300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Total	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	
315	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2	
330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
400	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
Hourly Total	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3	
415	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	
430	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2	
445	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	3	
500	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2	
Hourly Total	0	0	0	1	0	0	2	2	2	0	0	1	0	0	0	8	
515	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4	
530	0	0	0	0	0	0	0	2	2	1	0	0	0	0	0	5	
545	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	
600	0	0	0	0	1	0	1	1	0	1	0	0	0	0	0	4	
Hourly Total	0	0	0	0	1	0	1	7	3	3	0	0	0	0	0	15	
615	0	0	0	1	0	0	3	2	0	0	0	0	0	0	0	6	
630	0	0	1	1	1	2	4	2	1	0	0	0	0	0	0	12	
645	0	0	0	1	2	3	4	5	1	0	0	0	0	0	0	16	
700	0	0	0	0	0	2	12	7	4	1	0	0	0	0	0	26	
Hourly Total	0	0	1	3	3	7	23	16	6	1	0	0	0	0	0	60	
715	0	0	0	1	3	6	9	10	1	0	0	0	0	0	0	30	
730	0	0	0	2	1	1	26	19	4	0	0	0	0	0	0	53	
745	0	0	1	0	1	6	36	39	5	1	0	0	0	0	0	89	
800	0	0	0	1	0	4	27	23	10	1	0	0	0	0	0	66	
Hourly Total	0	0	1	4	5	17	98	91	20	2	0	0	0	0	0	238	
815	0	0	0	2	2	4	11	10	5	2	0	0	0	0	0	36	
830	0	0	2	2	4	3	25	21	2	1	0	0	0	0	0	60	

845	0	4	1	6	2	7	25	14	2	1	0	0	0	0	62
900	4	1	1	4	8	5	42	11	7	1	0	0	0	0	84
Hourly Total	4	5	4	14	16	19	103	56	16	5	0	0	0	0	242
915	0	0	2	7	13	7	30	8	2	1	0	0	1	0	71
930	0	0	3	1	3	2	24	20	4	1	0	0	0	0	58
945	0	0	1	2	2	7	8	17	6	0	0	0	0	0	43
1000	0	0	0	1	4	7	12	15	1	1	0	0	0	0	41
Hourly Total	0	0	6	11	22	23	74	60	13	3	0	0	1	0	213
1015	1	0	1	2	2	10	34	4	1	0	0	0	0	0	55
1030	0	0	0	2	5	11	27	2	1	1	0	0	0	0	49
1045	1	4	3	2	3	19	27	5	1	1	0	0	0	0	66
1100	0	0	0	2	2	7	23	18	2	0	0	0	0	0	54
Hourly Total	2	4	4	8	12	47	111	29	5	2	0	0	0	0	224
1115	0	0	0	1	1	5	26	19	2	0	0	0	0	0	54
1130	0	0	1	5	2	6	17	31	2	0	0	0	0	0	64
1145	0	0	0	3	1	2	11	14	3	1	1	0	0	0	36
1200	0	0	0	2	1	2	17	12	7	1	0	0	0	0	42
Hourly Total	0	0	1	11	5	15	71	76	14	2	1	0	0	0	196
1215	0	0	0	3	4	4	14	19	5	0	1	0	0	0	50
1230	0	0	0	1	1	0	18	14	8	0	0	0	0	0	42
1245	0	0	0	1	5	4	18	16	4	0	0	0	0	0	48
1300	0	0	0	1	0	7	17	22	1	0	0	0	0	0	48
Hourly Total	0	0	0	6	10	15	67	71	18	0	1	0	0	0	188
1315	0	0	0	0	0	6	16	23	6	1	0	0	0	0	52
1330	0	0	0	6	2	3	18	24	7	0	0	0	0	0	60
1345	0	0	0	3	2	4	17	15	4	1	0	0	0	0	46
1400	0	0	0	1	1	6	15	15	4	0	0	0	0	0	42
Hourly Total	0	0	0	10	5	19	66	77	21	2	0	0	0	0	200
1415	0	0	1	3	3	5	18	17	1	0	0	0	0	0	48
1430	0	0	0	0	1	0	11	25	6	0	0	0	0	0	43
1445	0	0	0	4	4	4	26	27	6	1	0	0	0	0	72
1500	0	0	2	0	6	6	17	18	9	0	0	0	0	0	58
Hourly Total	0	0	3	7	14	15	72	87	22	1	0	0	0	0	221
1515	0	0	0	2	3	7	18	20	7	0	0	1	0	0	58
1530	0	0	0	2	1	6	20	26	4	1	0	0	0	0	60
1545	0	0	0	0	4	8	24	24	2	0	0	0	0	0	62
1600	0	0	0	1	4	3	21	23	8	1	0	0	0	0	61
Hourly Total	0	0	0	5	12	24	83	93	21	2	0	1	0	0	241
1615	0	0	1	0	2	1	22	20	10	1	0	1	0	0	58
1630	0	0	1	2	0	3	12	31	8	0	0	0	0	0	57
1645	0	0	0	4	6	3	16	33	8	5	1	0	0	0	76
1700	0	0	0	0	1	5	14	24	7	0	0	0	0	0	51
Hourly Total	0	0	2	6	9	12	64	108	33	6	1	1	0	0	242
1715	0	0	0	1	2	4	24	21	8	0	0	0	0	0	60
1730	0	0	1	1	0	5	28	19	7	3	0	0	0	0	64
1745	0	0	0	1	2	5	18	30	4	0	0	0	0	0	60
1800	0	1	1	3	3	6	21	13	6	0	0	0	0	0	54
Hourly Total	0	1	2	6	7	20	91	83	25	3	0	0	0	0	238
1815	0	0	2	1	2	6	8	17	2	2	2	0	0	0	42
1830	0	0	0	0	0	5	18	20	4	0	0	0	0	0	47
1845	0	0	0	1	0	3	18	13	3	0	0	0	0	0	38

1900	0	0	0	2	2	8	8	9	1	0	0	0	0	0	0	30
Hourly Total	0	0	2	4	4	22	52	59	10	2	2	0	0	0	0	157
1915	0	0	1	0	0	3	12	7	3	1	0	0	0	0	0	27
1930	0	0	0	1	0	5	18	13	1	0	0	0	0	0	0	38
1945	0	0	0	2	0	5	6	8	2	0	0	0	0	0	0	23
2000	0	0	0	1	4	4	8	2	1	0	0	0	0	0	0	20
Hourly Total	0	0	1	4	4	17	44	30	7	1	0	0	0	0	0	108
2015	0	0	0	1	0	2	5	7	1	0	0	0	0	0	0	16
2030	0	0	0	1	0	0	11	5	2	0	0	0	0	0	0	19
2045	0	0	0	1	0	4	4	5	5	0	0	0	0	0	0	19
2100	0	0	0	1	0	1	11	6	0	1	0	0	0	0	0	20
Hourly Total	0	0	0	4	0	7	31	23	8	1	0	0	0	0	0	74
2115	0	0	0	1	0	2	4	9	0	0	0	0	0	0	0	16
2130	0	0	0	2	2	2	6	10	1	0	0	0	0	0	0	23
2145	0	0	0	0	1	0	9	3	1	0	0	0	0	0	0	14
2200	0	0	0	0	2	1	5	3	1	1	0	0	0	0	0	13
Hourly Total	0	0	0	3	5	5	24	25	3	1	0	0	0	0	0	66
2215	0	0	0	0	0	1	2	1	3	0	0	0	0	0	0	7
2230	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	4
2245	0	0	0	0	1	0	2	2	1	0	0	0	0	0	0	6
2300	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	1	1	6	5	5	0	0	0	0	0	0	18
2315	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
2330	0	0	0	0	0	0	2	1	2	0	0	0	0	0	0	5
2345	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	3
2400	0	0	0	0	0	2	1	3	0	0	0	0	0	0	0	6
Hourly Total	0	0	0	0	1	2	4	6	3	0	0	0	0	0	0	16
DAILY TOTAL	6	10	27	107	136	287	1095	1011	258	39	5	3	1	0	0	2985
Percentages	0.2%	0.3%	0.9%	3.6%	4.6%	9.6%	36.7%	33.9%	8.6%	1.3%	0.2%	0.1%	0.0%	0.0%	0.0%	

Statistical Information:

15th Percentile Speed 27.8 mph
50th Percentile Speed 34.2 mph
85th Percentile Speed 39.3 mph
Average Speed 33.5 mph

Vehicles > 35mph 1,317
% Vehicles > 35mph 44.1%
10mph Pace Speed 31-40 mph
Vehicles in Pace 2,106
% Vehicles in Pace 70.6%

APPENDIX D

All-Way Stop-Control Warrant

ALL-WAY STOP-CONTROL WARRANT SUMMARY

City: Ormond Beach
County: Volusia

Engineer: Claudio Figueroa
Date: November 22, 2024

Major Street: North Halifax Drive
Minor Street: Amsden Road

Critical Approach Speed: 35

ALL-WAY STOP-CONTROL WARRANTS

If any one of the five warrants below is satisfied, then an All-Way Stop-Control installation at an unsignalized intersection may be installed.

Applicable: ☒ Yes ☐ No
Satisfied: ☒ Yes ☐ No

Warrant		Data			Fulfilled?	
					Yes	No
A	Crash Experience - Five (5) or more crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of AWSC	Period	Crashes			■
		12-month	1			
		36-month	2			
B	Sight Distance - Sight Distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto the major-road.	Sight Dististance Restrictions				■
		No				
C	Transition to Signal Control - AWSC is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal.	AWSC Interim Solution				■
		No				
D	8-Hour Volume - The combined volume entering the intersection from the major-street approaches is at least 300 vph for each of any 8 hours of a typical day AND the combined volumes from the minor-street approaches is at least 200 vph for each of any of the same 8 hours.	Major-street Satisfied	Minor-street Satisfied			■
		No	No			
E	Other Factors - Other factors to consider: (1) The need to control left-turn conflict. (2) An intersection of 2 residential neighborhood collector (through) streets of similar design and operating characteristics. (3) Pedestrian and/or bicyclist movements support the installation of AWSC.	Left-turn Conflict	Residential Collectors	Ped/Bike Activity	■	
		No	No	Yes		

Notes:
High pedestrian and bicycle activity at the intersection.
An AWSC will improve safety for vulnerable users.

ALL-WAY STOP-CONTROL WARRANT SUMMARY

City: Ormond Beach
County: Volusia

Engineer: Claudio Figueroa
Date: November 22, 2024

Major Street: North Halifax Drive
Minor Street: Ocean Terrace

Critical Approach Speed: 35

ALL-WAY STOP-CONTROL WARRANTS

If any one of the five warrants below is satisfied, then an All-Way Stop-Control installation at an unsignalized intersection may be installed.

Applicable: ☒ Yes ☐ No
Satisfied: ☐ Yes ☒ No

Warrant		Data			Fulfilled?	
					Yes	No
A	Crash Experience - Five (5) or more crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of AWSC	Period	Crashes			■
		12-month	1			
		36-month	2			
B	Sight Distance - Sight Distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto the major road.	Sight Dististance Restrictions				■
		No				
C	Transition to Signal Control - AWSC is an interim measure that can be installed to control traffic while arrangements are being made for the intallation of a traffic control signal.	AWSC Interim Solution				■
		No				
D	8-Hour Volume - The combined volume entering the intersection from the major-street approaches is at least 300 vph for each of any 8 hours of a typical day AND the combined volumes from the minor-street approachesis at least 200 vph for each of any of the same8 hours.	Major-street Satisfied	Minor-street Satisfied			■
		No	No			
E	Other Factors - Other factors to consider: (1) The need to control left-turn conflict. (2) An intersection of 2 residential neighborhood collector (through) streets of similar design and operating characteristics. (3) Pedestrian and/or bicyclist movements support the installation of AWSC.	Left-turn Conflict	Residential Collectors	Ped/Bike Activity		■
		No	No	No		

Notes:

ALL-WAY STOP-CONTROL WARRANT SUMMARY

City: Ormond Beach
County: Volusia

Engineer: Claudio Figueroa
Date: November 22, 2024

Major Street: North Halifax Drive
Minor Street: Standish Drive

Critical Approach Speed: 35

ALL-WAY STOP-CONTROL WARRANTS

If any one of the five warrants below is satisfied, then an All-Way Stop-Control installation at an unsignalized intersection may be installed.

Applicable: ☒ Yes ☐ No
Satisfied: ☒ Yes ☐ No

Warrant		Data			Fulfilled?	
					Yes	No
A	Crash Experience - Five (5) or more crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of AWSC	Period	Crashes			■
		12-month	1			
		36-month	3			
B	Sight Distance - Sight Distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto the major road.	Sight Dististance Restrictions				■
		No				
C	Transition to Signal Control - AWSC is an interim measure that can be installed to control traffic while arrangements are being made for the intallation of a traffic control signal.	AWSC Interim Solution				■
		No				
D	8-Hour Volume - The combined volume entering the intersection from the major-street approaches is at least 300 vph for each of any 8 hours of a typical day AND the combined volumes from the minor-street approachesis at least 200 vph for each of any of the same8 hours.	Major-street Satisfied	Minor-street Satisfied			■
		No	No			
E	Other Factors - Other factors to consider: (1) The need to control left-turn conflict. (2) An intersection of 2 residential neighborhood collector (through) streets of similar design and operating characteristics. (3) Pedestrian and/or bicyclist movements support the installation of AWSC.	Left-turn Conflict	Residential Collectors	Ped/Bike Activity	■	
		No	No	Yes		

Notes:

High pedestrian and bicycle activity at the intersection.
An AWSC will improve safety for vulnerable users.