AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
June 3, 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. PRESENTATIONS AND PROCLAMATIONS

A. Boys State Delegates, American Legion Florida Post 267
B. 2025 Citizens Academy Graduation
C. 2025 Home Rule Hero Award

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - May 20, 2025

7. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2025-96**: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING THE DOWNTOWN MASTER ARTS PLAN; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**
Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*

8. CONSENT AGENDA

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

A. **RESOLUTION NO. 2025-96:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING THE DOWNTOWN MASTER ARTS PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2025-97:** 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. 2025-98:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief, (386) 676-3500*

D. **RESOLUTION NO. 2025-99:** A RESOLUTION ACCEPTING THE BID OF SPARKS CONCRETE, LLC D/B/A SPARKS CONCRETE & ASPHALT REGARDING THE 2025 ROADWAY RESURFACING PROJECT, UNDER BID NO. 2025-35; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2025-100:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE INTERNATIONAL MV DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #352 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*

F. **RESOLUTION NO. 2025-101:** A RESOLUTION ADOPTING RULES OF PARLIAMENTARY PROCEDURE; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **Notification of Riverside Drive Road Closure - Forcemain Replacement Project**

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

Disposition: Approve as recommended in the City Manager staff report dated June 3, 2025.

H. **FY 2024-2025 Edward Byrne Memorial Justice Assistance Grant (JAG) - Countywide Distribution**

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

Disposition: Approve as recommended in the City Manager staff report dated June 3, 2025.

I. **Auto Renewal - Pretreatment Effluent Pump Purchase**

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

Disposition: Approve as recommended in the City Manager staff report dated June 3, 2025.

J. **Auto Renewal - Yellowstone Landscape Grounds Maintenance Agreement**

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

Disposition: Approve as recommended in the City Manager staff report dated June 3, 2025.

K. **Intent to Bid - Airport Security Gates Replacement**

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

Disposition: Approve as recommended in the City Manager staff report dated June 3, 2025.

L. **Intent to Bid - Pressure Main Cleaning Services**

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

Disposition: Approve as recommended in the City Manager staff report dated June 3, 2025.

M. **RFQ - Construction Management At Risk for Utility Services**

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

Disposition: Approve as recommended in the City Manager staff report dated June 3, 2025.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2025-19:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ENCLAVE SUBDIVISION”; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2025-20:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “FOUNTAIN VIEW, PHASE 1C” SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

10. DISCUSSION AND DIRECTION ITEMS

A. Repeal of Plastic Straws Ordinance

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. 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.

1. Mark Brigandi
2. Jennifer Bright
3. Tina Carlyle
4. Robin Hite
5. Sherri Ladanyi
6. John Ladanyi
7. Claudia Malo
8. Jayson Meyer
9. Bill Partington
10. John Powell
11. Paula Reynolds
12. Buzz Smith
13. Sally Soderblom
14. Tracy Stafford

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

May 20, 2025	**7:00 p.m.**	**Commission Chambers**

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Managers Claire Whitley and Shawn Finley, and Assistant City Clerk Taylor Lochert.

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Florida Department of Transportation (FDOT) Projects Update

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - May 6, 2025

7. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2025-72:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

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

B. **RESOLUTION NO. 2025-91:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8B)**

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

8. CONSENT AGENDA

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

A. **RESOLUTION NO. 2025-72:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND

BEACH, FLORIDA ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE 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. 2025-91:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2025-92:** A RESOLUTION RE-APPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2025-93:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE, YARD WASTE, RECYCLING AND ROLL-OFF COLLECTION AND DISPOSAL SERVICES BETWEEN THE CITY OF ORMOND BEACH AND WASTE PRO OF FLORIDA, INC.; AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE OF CLAIMS AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2025-94:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD F550 DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #252 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*

F. **RESOLUTION NO. 2025-95:** A RESOLUTION ACCEPTING THE PROPOSAL OF OPERATIONAL TECHNICAL SERVICES, LLC REGARDING TEMPORARY STAFFING SERVICES FOR THE CITY'S UTILITY DIVISION; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **Riverside Drive Closures Fiscal Year 2024-2025 Revised**

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

Disposition: Approve as recommended in the City

Manager staff report dated May 20, 2025.

H. **Construction & Demolition Franchise Renewal, Hubbard Construction Company**

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

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

I. **RFP - Fire Hydrant Maintenance and Repair**

Staff Contact: *Nathan Quartier, Deputy Fire Chief, (386) 676-3270*

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

J. **RFP - Agent of Record Property and Casualty Insurance**

Staff Contact: *Claire Whitley, Assistant City Manager, (386) 676-3202*

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

K. **Letter to the Federal Aviation Administration Regarding Airport Land Use Proposals**

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

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

L. **City Manager's Monthly Report, May 2025**

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

Disposition: Accept as information as recommended in the City Manager staff report dated May 20, 2025.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2025-19:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ENCLAVE SUBDIVISION”; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2025-20:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “FOUNTAIN VIEW, PHASE 1C” SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Chaplain Edgar Restrepo, Advent Health, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Florida Department of Transportation (FDOT) Projects Update

Mr. Kevin Hayden, Florida Department of Transportation (FDOT) representative, discussed ongoing projects and safety improvements for vehicles and pedestrians.

Mr. Ed Kestory, FDOT representative, reviewed ongoing and completed projects, traffic improvements, and safety improvements for pedestrians. He discussed the different types of pedestrian crosswalks utilized and how they work.

Mr. Hayden reviewed current detours and future detours based on the ongoing projects.

Mr. Kestory discussed landscaping with the projects and provided updates on the multi-modal path on the beachside.

Commissioner Briley inquired if the projects were resurfacing projects; whereby, Mr. Kestory explained all the projects were resurfacing projects, but they added safety improvements as there was the opportunity to do so. Commissioner Briley stated there were many resident concerns regarding the medians extending into the intersections at many points within the project areas; whereby, Mr. Kestory explained the reason for them, noting they could investigate the ones with major concerns.

Commissioner Briley, Commissioner Tolland, and Commissioner Sargent expressed concerns regarding the pedestrian sidewalk on the bridge.

Commissioner Tolland discussed concerns about the crosswalk on West Granada Boulevard and requested native plants be considered in the landscaping.

Commissioner Sargent requested an education aspect on the different crosswalk signalizations; whereby, Mr. Shawn Finley, Assistant City Manager, explained staff would work with FDOT on the education aspect. Commissioner Sargent expressed concerns regarding the narrower lanes and thanked the representatives for the updates to the beachside multi-modal path.

Mayor Leslie inquired about the difference between the yellow flashing and red flashing lights for traffic at pedestrian crosswalks; whereby, Mr. Kestory discussed the reason between the two signals.

Item #5 – Audience Remarks

Ms. Amber Bobak, 397 Collins Street, thanked the Commission, Planning Board members, and staff for their consideration of code changes regarding gas station zoning abutting residential areas and expressed concerns regarding a project with that zoning.

Mr. Arthur Armstrong, 77 Emerald Oaks, requested Item 8K be removed from the Consent Agenda, noting lack of public input. He expressed support of a golf course at the Ormond Beach Municipal Airport property. He stated concerns regarding a runway extension, larger jets, and noise concerns.

Mr. Mark Guistwite, 117 Sherbourne Way, expressed concerns regarding streetlights, offering his expertise to help save the city money.

Ms. Jennifer Bright, 221 Arlington Way, voiced concerns regarding the two City Commissioners who would abstain from Item 8J, the bid award points for that item, and concerns on Item 8K.

Mr. Richard Felisko, 143 Loyola Drive, expressed concerns regarding Item 8K and the air traffic in his neighborhood.

Ms. Connie Colby, 108 Roble Lane, discussed Item 8K, noting the benefits the Riverbend Golf Course provided when it was operational. She discussed the Federal Aviation Administrations (FAA) role in the airport and their authority on the surrounding land uses. She added concerns regarding the air traffic, noting aircrafts should not be flying within city limits.

Ms. Mary Beth Cunningham, 54 Grizzly Bear Path, stated her love of the city. She voiced concerns regarding the threat to the peace and quiet to her neighborhood for three years. She requested the airport runway not be expanded and noted issues regarding the aircraft noises.

Ms. Patricia Franzem, 31 Gentle Ben Path, discussed Item 8K and requested the item be pulled from the Consent Agenda and, if not denied, to be tabled for further review by the Commission. She discussed the benefits of a golf course in the community.

Mr. Don Miller, 55 North Old Kings Road, discussed the history of a proposed runway extension and the impact on the former Riverbend Golf Course. He discussed Item 8K and voiced concerns with the report.

Ms. Kim Kaszar, 14 Meadow Ridge View, requested Item 8K be removed from the Consent Agenda. She expressed concerns regarding the future of the city, and the benefits from the former Riverbend Golf Course.

Ms. Donna Wenning, 40 Bear Creek Path, expressed concerns on the safety of her neighborhood due to impacts from the airport and her history with airports.

Ms. Lynn Bartlett, 25 Grizzly Bear Path, requested the Commissioner not consider lengthening the runway or any new additions to the airport. She discussed the benefits of a golf course on that property.

Ms. Lindsey Pate, 40 Wild Cat Lane, thanked the Commission for their support of the First Step Homeless Shelter. She expressed support of the relationship between the city and FDOT and thanked FDOT for addressing the citizens concerns regarding their projects. She encouraged the Commission to review the facts of Item 8K, and to remain focused on the community. She stated she would not support a taxpayer funded golf course.

Ms. Elena Krafft, 28 Old Canyon Lane, expressed concerns regarding Atlantic Drive, the Hull Road and US Highway 1 intersection, and Item 8K. She requested Item 8K be removed from the Consent Agenda and for the Commission to provide the reason a golf course was not an allowed use for the property. She inquired if there was an update regarding the proposed ordinance from Commissioner Deaton on communication from the Commissioners.

Item #6 – Approval of Minutes

Mayor Leslie advised the minutes from the May 6, 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 Briley moved, seconded by Commissioner Sargent, for approval of the May 6, 2025, City Commission meeting minutes.

Motion passed by voice vote.

Item #7 – Community Redevelopment Agency

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

Mayor Leslie recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 8:05 p.m.

Item #7A – Work Authorization - Downtown Medians Landscape Renovation

Assistant City Clerk Taylor Lochert read by title only:

RESOLUTION NO. 2025-72

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Commissioner Sargent moved, seconded by Commissioner Deaton, for recommendation of Resolution No. 2025-72, as read by title only.

The motion passed by voice vote.

Item #7B – Ormond MainStreet Fiscal Year 2024-25 Funding Agreement

Assistant City Clerk Taylor Lochert read by title only:

RESOLUTION NO. 2025-91

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8B)**

Commissioner Briley moved, seconded by Commissioner Tolland, for recommendation of Resolution No. 2025-91, as read by title only.

The motion passed by voice vote.

Mayor Leslie closed the public hearings, adjourned the CRA meeting, and reconvened the City Commission meeting at 8:07 p.m.

Item #8 – 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 requested items 8J and 8K be pulled from the Consent Agenda.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the Consent Agenda absent Items 8J and 8K.

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

Item #8J – RFP - Agent of Record Property and Casualty Insurance

Assistant City Clerk Taylor Lochert read:

Disposition Item: RFP - Agent of Record Property and Casualty Insurance

Commissioner Deaton moved, seconded by Commissioner Briley, to approve Disposition Item 8J.

Commissioner Sargent and Commissioner Tolland explained they would abstain from voting due to conflicts and would provide Form 8B to the City Clerk.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Sargent Travis Craig	Commission
MAILING ADDRESS 406 N. Beach St.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Ormond Beach COUNTY: Volusia	NAME OF POLITICAL SUBDIVISION: City Commission
DATE ON WHICH VOTE OCCURRED May 20, 2025	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

MAY27 25 9:32AM

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Travis Sargent, hereby disclose that on May 20th, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

X inured to the special gain or loss of Foundation Risk Partners (FRP), by whom I am retained; or Employed

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am Employed at Foundation Risk Partners (FRP).

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

May 27, 2025
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Tolland Loretta Riehl	City Commission
MAILING ADDRESS 5 Broadriver Rd	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ● CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY Ormond Beach FL Volusia	NAME OF POLITICAL SUBDIVISION: City of Ormond Beach
DATE ON WHICH VOTE OCCURRED May 20, 2025	MY POSITION IS: ● ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

MAY27 25 10:42AM

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Loretta Riehl Tolland, hereby disclose that on May 20, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

✓ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My son works for a company that may potentially bid on an agenda item

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

May 27, 2025
Date Filed

Loretta R Tolland
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

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

Commissioner Briley clarified the item was to approve solicitation for the Request for Proposals; whereby, Mayor Leslie confirmed.

Item #8K – Letter to the Federal Aviation Administration Regarding Airport Land Use Proposals

Assistant City Clerk Taylor Lochert read:

Disposition Item: Letter to the Federal Aviation Administration Regarding Airport Land Use Proposals

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Disposition Item 8K.

Commissioner Briley provided a history on the item and concerns regarding the former golf course. He discussed the funds required for fixing up the golf course and ongoing maintenance costs. He requested an official letter from the FAA that states the golf course would not be an allowed use.

Commissioner Sargent stated the proposed property uses were proposed about a year ago. He inquired about the plane sizes allowed at the airport based on public comments; whereby, Mr. Steven Lichliter, Airport Manager, confirmed the plane class size allowed. Commissioner Sargent stated he previously requested an RFP be issued to see if there was interest in a company running the golf course. He proposed amending the letter by adding the question of whether an 18-hole golf course was an approved land use. He insisted staff include any and all supporting documentation needed to ensure the FAA could provide an accurate response to the question. He requested staff reach out to golf companies to see if there would be interest in running the golf course if approved by the FAA. He noted he would not support taxpayers subsidizing the golf course.

Mayor Leslie inquired if Commissioner Sargent's requests were feasible; whereby, Mr. Lichliter stated the FAA would require a lot of information, noting staff was unsure of what would be required until they asked the FAA. Mayor Leslie questioned the time frame of submitting the question and getting a response; whereby, Mr. Lichliter stated the FAA was currently experiencing delays due to the number of staff.

Commissioner Briley proposed including all the old golf course layouts and surveys; whereby, Mr. Lichliter confirmed the FAA had a survey of the airport with the golf course.

Commissioner Sargent requested as much information as possible be sent to the FAA.

Commissioner Tolland clarified the letter would be sent as presented with the addition of the question of an 18-hole golf course with supporting documentation.

Mr. Randy Hayes, City Attorney, stated if amended, staff could take direction to edit the letter and send to the FAA, or the item could be tabled and staff could bring the updated letter to the Commission at a future date. He noted the FAA typically liked the extra documentation included.

Ms. Joyce Shanahan, City Manager, clarified the Commission and City Attorney would like staff to rewrite the letter, include further documentation, and bring it back before the Commission for approval.

Commissioner Sargent and Commissioner Tolland stated the item did not need to be tabled.

Commissioner Sargent noted his interest in staff reaching out to vendors to see if they would be interested in running the golf course. He clarified a comment referenced during Audience Remarks.

Commissioner Deaton agreed and would like the FAA to provide an answer as to if a nine or 18-hole golf course was an allowed use.

Commissioner Tolland stated she supported sending out the amended letter to the FAA but preferred to wait for the response before staff reaches out to operators.

Ms. Shanahan stated an RFP would need to be prepared and approved by the Commission. She suggested the approval of the amended letter.

Commissioner Briley and Mayor Leslie stated it made sense to send the letter first and wait for FAA approval before preparing an RFP or reaching out to golf course operators.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Disposition Item 8K as amended, to include supporting documents and a question regarding if a nine or 18-hole golf course was an allowed use for the property.

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

Comments on the Consent Agenda

Commissioner Tolland expressed support of Items 8C regarding Volusia Growth Management Commission Appointment and 8D regarding Waste Pro Contract Amendment and Restatement.

Mayor Leslie thanked the residents who came out and voiced their opinion.

Item #9 – Public Hearings

Item #9A – Enclave Subdivision, Final Plat

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2025-19

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ENCLAVE SUBDIVISION”; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-19, on the first reading, as read by title only.

Commissioner Tolland stated the property was on large acreage and towards the back of the plat there was a conservation area, she clarified no properties would be built on the conservation area; whereby, Mr. Steven Spraker, Planning Director, confirmed no properties would be built on the conservation area.

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

Item #9B – Fountain View, Phase 1C Final Plat

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2025-20

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “FOUNTAIN VIEW, PHASE 1C” SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-20, on the first reading, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	No
Carried.	Mayor Leslie	Yes

Item #10 – Reports, Suggestions, Requests

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, workshops, events, and updates on city projects. She commended City Clerk Susan Dauderis on the Citizens Academy and the City Clerk staff for their work at the meeting. She thanked Mr. Finley, Mr. Jeff Boyle, and FDOT for their communication and work on the beachside multi-modal path.

Commissioner Tolland discussed upcoming events, events she attended, and provided updates from meetings she attended. She requested Mr. Hayes reach out to Volusia County to review their latest updates to their dangerous dog ordinance. She discussed a fundraising opportunity with the Performing Arts Center and encouraged all to look into it. She requested staff to write a letter to Volusia County asking them to man the lifeguard chairs at the beach during the 2025 summer season; whereby, the entire Commission agreed. She requested the Planning Department look at the zoning concerns discussed by Ms. Bobak. She voiced concerns regarding Senate Bill 180, and requested a letter be sent to the Governor in opposition of the bill; whereby, Mayor Leslie and Commissioner Sargent agreed. She discussed the significance of Mental Health Awareness Month.

Commissioner Sargent discussed events he attended and upcoming events. He discussed the growth of the city.

Commissioner Briley provided updates from events he attended. He agreed with Commissioner Tolland and requested staff look into the zoning concerns discussed by Ms. Bobak. He noted his concerns regarding the zoning.

Mayor Leslie agreed with Ms. Krafft's concerns on Atlantic Road; whereby, Mr. Finley explained the issues surrounding the roadway, noting it was not technically a road, and staff was attempting to work with the owners of the property to repair it.

Commissioner Briley discussed the issues on the city repairing Atlantic Road and the property owners' rights on the roadway.

Mayor Leslie inquired if the property owner could fence off the road from public access; whereby, Mr. Finley stated it was within the property owners' rights.

Commissioner Briley stated he would support repairing the road but not at taxpayers' expense.

Mr. Hayes stated government entities were generally prohibited from utilizing public resources to make improvements to private properties.

Mayor Leslie discussed events he attended, proclamations presented, and thanked residents for voicing their concerns.

Commissioner Briley discussed the proclamation created for Amyotrophic Lateral Scleroses (ALS) Awareness Month.

Cassen Park

Mr. Finley provided history regarding Cassen Park. He reviewed the previously approved signage for the bait shop at Cassen Park. He stated support of Mr. Ike Leary, operator of the bait shop, noting signage with Mr. Leary's name could be displayed on the window. He noted the consistency with other concession vendors around the property not having the building labeled.

Commissioner Briley discussed Mr. Leary's hours, the future of the bait shop, and potential plastic panel backlit signage.

Commissioner Sargent expressed disappointment and dissatisfaction with the proposed signage. He voiced support for Mr. Leary and discussed Mr. Leary's support of the city. He noted there was previously Commission support for Mr. Leary's name to be added to the building.

Commissioner Deaton stated the operator at the Nova Recreation Center had signage on the building, noting her support of Mr. Leary's name on the bait shop building.

Commissioner Tolland expressed support of Mr. Leary and explained she would not be opposed to his name on the building, noting she liked consistency throughout the city.

Commissioner Sargent reiterated there was previously a consensus among the Commission for Mr. Leary's name to be on the building; whereby, Commissioner Tolland stated it was possible there was a consensus on Mr. Leary's name being somewhere on the building but not where on the building.

Mayor Leslie stated it was a nice idea but agreed it should be consistent with the rest of the city.

Commissioner Sargent inquired why there was a consensus and staff went a different direction; whereby, Ms. Shanahan stated the minutes from the meeting did not reflect a full consensus.

Commissioner Briley moved, seconded by Commissioner Tolland, for a plastic backlit sign with the verbiage Ike's Granada Pier Bait & Tackle.

Mr. Hayes stated the Site Plan Review Committee who approved the signage presented before the Commission proposed Mr. Leary's name be on the building.

Mr. Finley stated a draft of the signage would be brought before the Commission for approval.

Mr. Leary discussed his history with the park and bait shop.

The motion passed by voice vote.

Audience Remarks

Commissioner Sargent discussed the Audience Remarks from the May 6, 2025, City Commission meeting. He requested staff amend Resolution 2022-153 section 5a to include with majority consensus from the Commission, a Commissioner could address the public during Audience Remarks.

Mr. Hayes stated with a majority consensus he could look into amending the resolution.

Commissioner Tolland expressed support of the amendment.

Mayor Leslie recessed the City Commission meeting at 9:12 p.m.

Mayor Leslie resumed the City Commission meeting at 9:17 p.m., noting Commissioner Deaton's absence for the remainder of the meeting.

Mayor Leslie called a voice vote on the proposed amendment.

The proposed amendment passed by a voice vote; Mayor Leslie noted Commissioner Briley and Commissioner Deaton were not present for the vote.

Item #11 – Adjournment

The meeting was adjourned at 9:36 p.m.

APPROVED: June 3, 2025

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-96
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Downtown Master Arts Plan Adoption		
Summary:	This is a resolution to adopt the Downtown Master Arts Plan by the City Commission, also acting as the Downtown Community Redevelopment Agency. On October 1, 2019, the City Commission approved Resolution 2019-178, adopting the amended Ormond Beach Downtown Community Redevelopment Area Master Plan. The 2019 Downtown Master Plan contains an Arts & Culture theme with the mission to utilize art, social events, cultural and historical assets to enhance the shared feeling of the community. Ordinance 2021-41, approved on December 7, 2021, adopted a public art program in the Downtown Overlay District that established the regulatory framework for various forms of public art. Resolution 2024-78, approved on May 21, 2024, accepted a proposal from Designing Local to create a Downtown Master Arts Plan. City staff (Planning, Leisure Services, and Economic Development) have worked with Design Local, Ormond MainStreet, Ormond Beach Arts District Board, and the Ormond Memorial Art Museum to create a Downtown Master Arts Plan. Designing Local has obtained public input into the Downtown Master Arts Plan with surveys, participation at the Riverfest event, and three community engagement meetings. The Downtown Master Arts Plan includes (1) community engagement summary, (2) strategic public art recommendations, (3) program and funding recommendations, (4) case studies, and (5) Granada Bridge public art.		

	The public art improvements are planned with programmed Community Redevelopment Area funds, which are scheduled with the Capital Improvement Plan. Other funding options include donations, private investment and a percent for public art ordinance. The Downtown Master Arts Plan was discussed, and policy direction provided at the April 1, 2025, City Commission workshop.
Financial Impact:	There is no budget impact with adopting the Downtown Master Arts Plan. Downtown public art is funded as part of the Community Redevelopment Agency, and funds within this area can only be used in the Downtown for projects consistent with the 2019 Downtown Master Plan. Each art improvement would require City Commission approval as public art. The Capital Improvement Program has allocated $100,000 for public art each year for 5 years. Section 5 of the Downtown Master Arts Plan programs the following improvements: (1) a temporary sculpture exhibition, (2) a permanent sculpture at Ormond Memorial Gardens, and (3) a public art consultant to complete phases 1 and 2 tasks for the Granada Bridge and City Hall mural implementation.
Citizen Impact:	Public art has positively impacted Ormond Beach. Examples include murals on private property, the Ormond Memorial Art Museum & Gardens Butterfly Wall, and the Seward Johnson sculpture tour. The Downtown Master Arts Plan seeks to provide an implementation roadmap for future public art.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the adoption of the Downtown Master Arts Plan by the City Commission.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-96 Downtown Master Arts Plan (P25-0055G) 2. Exhibit A, Downtown Master Arts Plan 3. Ormond Beach Downtown Master Arts Plan
Approval:	Kelly McGuire, Finance Director 5/20/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/27/2025 Joyce Shanahan, City Manager 5/29/2025

RESOLUTION NO. 2025-96

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING THE DOWNTOWN MASTER ARTS PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, Florida Statutes, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan ("Granada Plan") as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan ("Bovard Plan") as the official City policy and plan for the said area, and

WHEREAS together the said plans comprised the Community Redevelopment Plan ("Plan") for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program ("Grant Program") for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2011-27, repealing the Property Improvement Grant guidelines and application program and approving a Building Improvement Grant guidelines and application program, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the 2019 Downtown Master Plan contains an arts and culture theme with the mission to utilize art, social events, cultural and historical assets to enhance the shared feeling of the community, and

WHEREAS, the City Commission approved Ordinance 2021-41, adopting a Public Arts Program in the Downtown Overlay District that established the regulatory framework for various forms of public art, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2024-78, accepting a proposal from Designing Local, LTD to provide services for the creation of a Downtown Master Arts Plan, and

WHEREAS, Designing Local, LTD has coordinated with City staff, Ormond Main Street, the Ormond Beach Arts District Board, and the Ormond Memorial Art Museum in the creation of the Downtown Master Arts Plan, and

WHEREAS, public input for the Downtown Master Arts Plan was received through project surveys and public engagement meetings held on November 18, 2024, and February 6, 2025, and

WHEREAS, the City Commission/Agency conducted a workshop on April 1, 2025, to review and obtain input on the Downtown Master Arts Plan, and

WHEREAS, the City Commission/Agency finds the Downtown Master Arts Plan (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference) to be consistent with its goals and objectives, including the Public Arts Program approved by Ordinance 2021-41 (sections 18-1 through 18-5, *Code of Ordinances*), and is in the overall best interest of the citizens of the City of Ormond Beach, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, THAT:

SECTION ONE. The City Commission/Agency determines the Downtown Master Arts Plan attached hereto as Exhibit "A" to be consistent with, and complimentary to the City's Public Arts Program established by Ordinance 2021-41 (sections 18-1 through 18-5, *Code of Ordinances*).

SECTION TWO. The City Commission/Agency hereby accepts and approves the Downtown Master Arts Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION THREE. The Downtown Master Arts Plan shall be implemented and administered as provided in the said plan, consistent with and complimentary to the Public Arts Program approved by Ordinance 2021-41 (sections 18-1 through 18-5, *Code of Ordinances*).

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

APPROVED AND AUTHENTICATED this 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT “A”

Downtown Master Arts Plan

ORMOND BEACH

DOWNTOWN MASTER ARTS PLAN

APRIL 2025

Acknowledgments

Project Team

Steven Spraker
Sarah Motes
Brian Rademacher
Siobhan Daly
Joyce Shanahan, City Manager
Shawn Finley, Assistant City Manager
Stephanie Mason-Teague
Mayor Jason Leslie
City Commissioner Kristen Deaton
City Commissioner Lori Tolland

MainStreet Ormond Beach

Rebecca Parker

Consultants (Designing Local)

Anna Talarico
Gabrielle Smith

Ormond Beach Arts District Board

Julia Trulio
Judy Stein
Mark Shwartz
Maggie Evans
Angel Loudoun
Stephanie Gonter
Barbara Saunders
Gayle Woodley
Jim Starsenic
Thays Brensa
Terri Alhouse
Bill Rice

Stakeholders

Nancy Lohman
John Adams
Dwight Selby
Rayna Dunlop
Dorian Burt
Anyone who participated in this process!

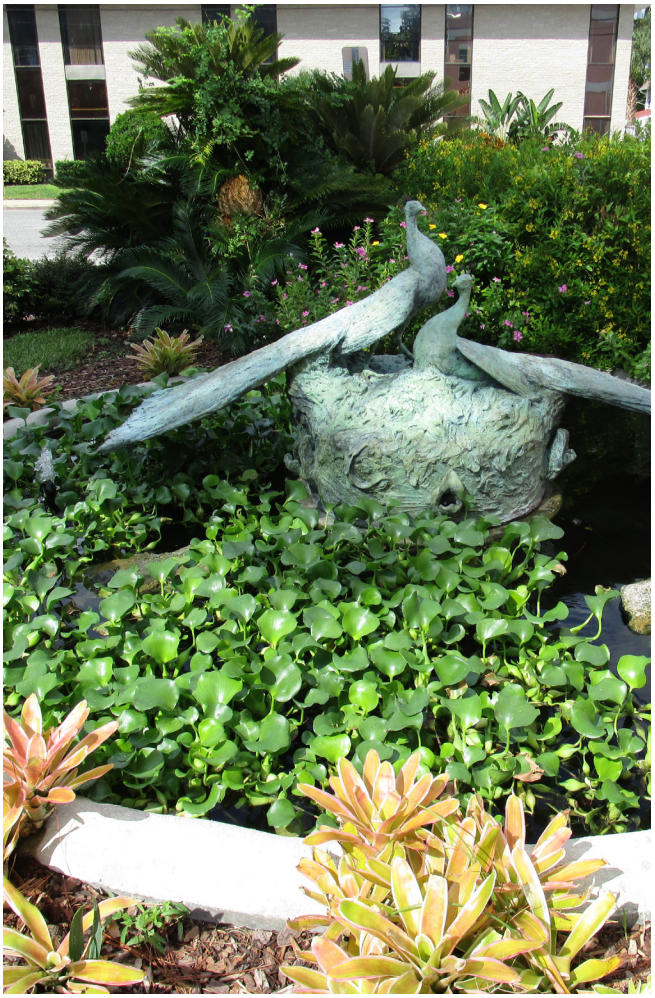


Table of Contents

DOWNTOWN ORMOND PUBLIC ART 5

INTRODUCTION 7
- Why This Plan? 12

COMMUNITY ENGAGEMENT SUMMARY 15
- Listening Summary 16
- A Vision for Downtown Ormond Beach 28

STRATEGIC PUBLIC ART RECOMMENDATIONS 33
- Public Art Typologies 34
- Strategic Implementation Framework 40

PROGRAM & FUNDING RECOMMENDATIONS 63

IMPLEMENTATION MATRIX 71

CASE STUDIES 75
- Public Art Program 76
- Percent for Art 88

GRANADA BRIDGE PUBLIC ART 95

INTRODUCTION 97

A VIBRANT BRIDGE FOR A VIBRANT COMMUNITY 101

PUBLIC ART TYPOLOGIES 105

PROJECT ROADMAP 113

CONCLUSION 125

APPENDIX 129

DOWNTOWN APPENDIX 131

BRIDGE APPENDIX 133

ORMOND BEACH

DOWNTOWN MASTER
ARTS PLAN

DOWNTOWN ORMOND PUBLIC ART

1

INTRODUCTION

Why This Plan?

ORMOND BEACH HISTORIC DOWNTOWN

Ormond Beach is a city in East Coastal Florida, home to 43,000 people. Along Granada Blvd. is the only bridge from the mainland across the river to the beach, a hub for tourism from around the country. On either side of this bridge lives the Historic Downtown District. This district, identified by the Community Redevelopment Association (CRA), is primarily commercial, though it is home to just over 800 people, and has steadily maintained this population since 2010. There are 300+ businesses, many of which are restaurants and independent businesses that support their tourism economy while making Ormond Beach an exciting place to live year-round.

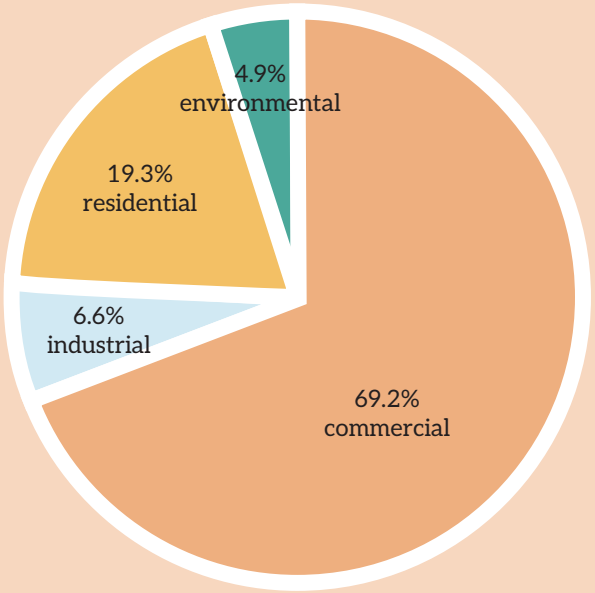
ORMOND BEACH

Position of Overlay District within the City

What is the CRA District?

Originally established in 1984, the CRA District was established to revitalize Ormond Beach's Downtown district. The following map highlights the roughly one and a half miles squared district's borders, which is the key focus of this plan.

ZONING DISTRIBUTION



City of Ormond Beach Zoning

WHAT'S IN THE DISTRICT?

Foursquare, August 2024

HALIFAX RIVER
N Beach St
N Ridgewood Ave
N Younge St (US 1)
Lincoln Ave
New Britain Ave
Granada Blvd
Lincoln Ave
New Britain Ave
Tomoka Ave
S Beach St
N Orchard St
Granada Blvd
Live Oak Ave
S Ridgewood Ave
Tomoka Ave
S Younge St (US 1)
S Orchard St

ATLANTIC OCEAN
N Halifax Dr
John Anderson Dr
Granada Blvd
St. Atlantic Ave (A1A)
S Halifax Dr
HALIFAX RIVER
ORMOND BEACH CRA
Uptown
Downtown
Granada Blvd Bridge
Beachside
N

Why This Plan?

The City of Ormond Beach, Main Street Ormond Beach, and Ormond Memorial Art Museum & Gardens collaborated with Designing Local to develop key opportunities to bring more public art and creative amenities into Downtown Ormond Beach.

In 2019 the Ormond Beach Community Reinvestment Area (CRA) completed an update of its 2006 Master Plan, and identified nine key priorities that would support and enhance redevelopment in the area:

- Economic Development
- Sense of Place and Appearance
- Transportation and Circulation
- Recreation and Open Space
- Arts and Culture
- Residential Neighborhoods
- Environmental Sustainability
- Standards and Regulations
- Ensuring the Vision

The Ormond Beach Downtown Master Arts Plan is a direct result of the Arts and Culture priority, which stated that the district should "[u]tilize art, social events, and cultural and historic assets to enhance the shared feeling of community...The Ormond Beach CRA has historic and cultural resources in the form of buildings, history, environment, and local art that can continue to be better celebrated. Through this initiative, Ormond Beach can leverage these resources toward specific tourism opportunities and enhanced quality of life" (Downtown Master Plan, 2019).

To achieve its priorities of linking historic resources to cultural tourism and bringing art, music, and beauty to all aspects of the city the public art planning process was initiated, kicking off in the summer of 2024. In addition to supporting the priorities identified specifically for Arts and Culture in the CRA, this plan also intends to assist the CRA in reaching its long-term goals, as envisioned by the 2019 Downtown Master Plan:

- Focus on the Bridge and Four Corners Parks
- Leverage the potential of the City Hall, Library & Church
- Continue to work on walkability, traffic calming, parking, and mobility
- Expand the program of coordinated events and district marketing
- Explore opportunities to attract key development types to Ormond

COUNTRY SALT
wire3.com/availability
BJÖRN
IRON-GUARD

2

COMMUNITY ENGAGEMENT SUMMARY

Listening Summary

A Vision For Downtown Ormond Beach

Listening Summary

Community engagement for the Ormond Beach Downtown Master Arts Plan took place between September 2024 and February 2025. Several different methods of engagement were leveraged to ensure broad outreach with as many community members as possible.

STAKEHOLDER 1-ON-1S

15+ members of the community were engaged in 30 -45 minute one-on-one conversations with the planning consultants. Participants in these conversations included elected officials, artists, developers, and local business owners who work in the Downtown CRA district. The following are some themes from these meetings.

Vibe/Identity

The vibe of Ormond Beach was described by stakeholders as being a small community where people know each other. There was an emphasis on local flora and fauna, and a desire for public art concepts to respond to these themes. It was also noted that public art should celebrate the city's history and the people who live and work in the community. It was additionally noted that art should not be kitschy, modern, or industrial.

Locations

- City Hall/Library and Plaza
- Four Corners Parks, especially Cassen Park
- Sidewalks and Street Crossings
- Beachside Gateways
- New Condos
- Light Poles
- River/Riverfront
- New Britain and Lincoln
- Under Bridge Opportunities: Lighting, Sculptural/Metallic Elements, Plantings

Engagement Methods

- Stakeholder 1-on-1s
- Focus Groups
- Public Meetings & Event Tabling
- Community Survey

Vision

- Funding for businesses to develop mural projects
- Streamlined application process
- Art needs to bring value to the District
- Art should be interactive and/or thought-provoking
- Unify the District
- Preserve the history of the district
- Opportunities for families
- Active involvement and buy-in from organizations like Ormond Main Street and the Ormond Beach Arts District Board
- Art should be regularly maintained

FOCUS GROUPS

Focus groups throughout this planning process gathered small groups of residents and key stakeholders. Individuals were both selected and self-identified for participation, and the planning team hosted these conversations virtually and during in-person events.

Focus Group 1

The first focus group was an in-person meeting with members of Ormond Beach Arts District Board and Ormond Beach Main Street on October 22, 2024. There were 13 attendees who met with members of the planning team to discuss the future of public art in the district.

The group's members agreed that Ormond Beach possesses a strong foundation for a thriving public art scene. The discussion revealed that the community is supportive of the arts and creative placemaking; enjoys shared experiences; and values the small-town feel of the area, particularly the centralized activity along Granada Boulevard in the Downtown district. These environmental assets—combined with the expressed desire to enhance the pedestrian experience, provide a strong foundation for potential art installations, establish community gathering spaces, and integrate the bridge as a connector—shape the core of the public art vision. The group recognized that art can be both aesthetically pleasing and functional, outwardly convey community stories, and enliven the built environment.

Potential small projects identified include:

- transforming utility boxes,
- improving sidewalks,
- enhancing beach access points,
- utilizing vacant buildings, and
- creating artistic wayfinding and parking signage.

The group also identified some key challenges that the City must address in order to make public art implementation successful. Major challenges included the necessity of demonstrating the importance of public art and streamlining administrative processes, as well as leveraging the proximity to major tourism destinations (Orlando and Daytona Beach, among other cities).

Next steps for this successful implementation included:

- further community engagement,
- artist involvement,
- developing a funding strategy,
- building partnerships, and
- establishing evaluation metrics.

Focus Group 2

The second focus group was held on January 29, 2025 and it included members of the public who identified themselves as interested parties in the community survey.

Members of the community in this group discussed the need for improvements in the downtown area, such as better sidewalks and more murals, emphasizing the community's desire for a more walkable and visually appealing environment. The conversation also included proposals for enhancing the Granada Bridge through public art, and emphasized the significance of public art as a tool to enrich the city's character. Participants also mentioned their excitement for several new murals, installed as recently as November 2024. It was also expressed that they would like to see more artistic elements as part of the in-progress redevelopment of Cassen Park.

PUBLIC MEETINGS AND TABLING

Public Meetings

Two public meetings were held on November 18, 2024 at the Ormond Beach City Hall, one at noon and one in the evening. These meetings were a chance for the public to hear about the planning process and speak with the team. The 20+ attendees had the opportunity to share their thoughts across a variety of activities.

Define the Vibe

- **Beachy**: more natural than flashy
- **Historic**: more specific than nuanced
- **Colorful**: more bold and vibrant than soft and muted
- **Welcoming**: more year-round than seasonally

What makes Ormond Beach Special?

Answers had a wide range, but ones that were repeated or emphasized include:

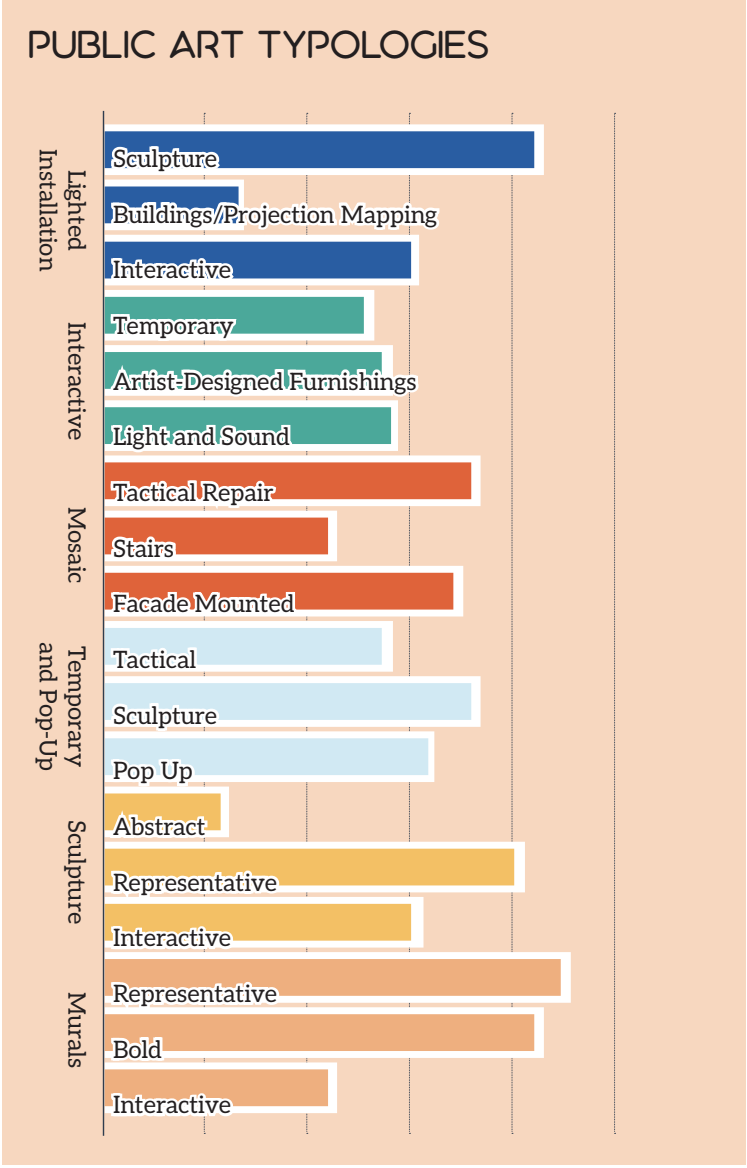
- Natural Resources/Landscape
- Historic Buildings
- Birthplace of Speed

Public Art Typologies

Participants were asked to pick the top 2 typologies they would like to see in Ormond Beach under each of the following six art types: Lighted Installations, Interactive, Mosaics, Temporary and Pop-up, Sculpture, and Murals. The highest-rated typologies were Lighted Sculptural installations, Representative Sculptures, and Bold and/or Representative Murals.

Event Tabling

Ahead of the two public meetings on November 18, 2024, members of the planning team were present at Ormond Beach Riverfest on November 16 and 17, 2024. During this event, they spoke to the community about their interests concerning public art and promoted the survey and the meeting.



PUBLIC ART TYPOLOGIES
INTERACTIVE

ORMOND BEACH MAINSTREET PRESENTS
The 14th Annual
HISTORIC ORMOND BEACH
RIVERFEST
Seafood Festival
SAT, NOV. 16
10 AM - 6 PM
SUN, NOV. 17
10 AM - 4 PM
Rockefeller Gardens and Fortunato Park
25 Riverside Dr., Ormond Beach
FREE ADMISSION • FREE PARKING
OrmondBeachMainstreet.com

Second Engagement Visit

Another public meeting was held on February 6, 2025. This meeting was used to share the initial recommendations with the public and get their ideas about prioritization. This activity was used to determine both which projects the public prioritized and how they believe public art funding should be allocated.

Public Art Priorities

The list of projects presented were as follows:

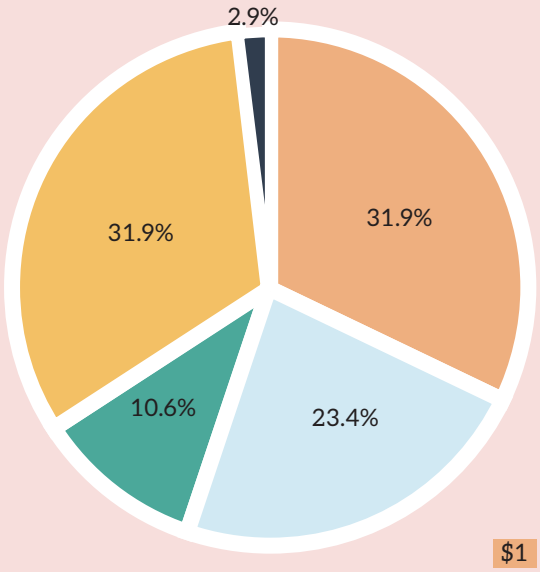
- Asphalt Murals
- Utility Pole Banner
- Utility Box Art
- Pop Up Projects
- Sidewalk Art
- Interactive Sculpture
- Projection Mapping
- Utility Pole Sculpture
- City Hall Plaza Murals
- Artist-Designed Hanging Planters
- Artist-designed furniture
- Gateway Artwork
- Thompson Creek Linear Park

Each project was given a dollar amount ($1-$5) and participants were asked to pick their top projects by spending $5. This was intended to find out both what the most popular projects were and how the community would prioritize projects within the budget constraints for one year of funding.

Project prices selected were split evenly between $1- and $4-level projects both with 31.9% of the votes, with $2-level projects close behind at 23.4%. This showed us that folks were looking for a mix of project types, and prioritizing projects that were quick to implement with projects that could take more time and money.

The top-rated project was Asphalt Murals, which were a $1-level project. This would be an easily implementable project, compared to some of the other projects listed, and would have a large impact on the community. Other highly rated projects include Sidewalk Art ($2-level) and Gateway Artwork ($4-level). Sidewalk Art and Asphalt Murals are pedestrian-scale projects, which people could encounter while walking around downtown Ormond Beach. The Gateway Artworks would be more car/automobile-scale projects that would let especially tourists and visitors know that they had reached the district, while also bringing some placemaking and identity to the space.

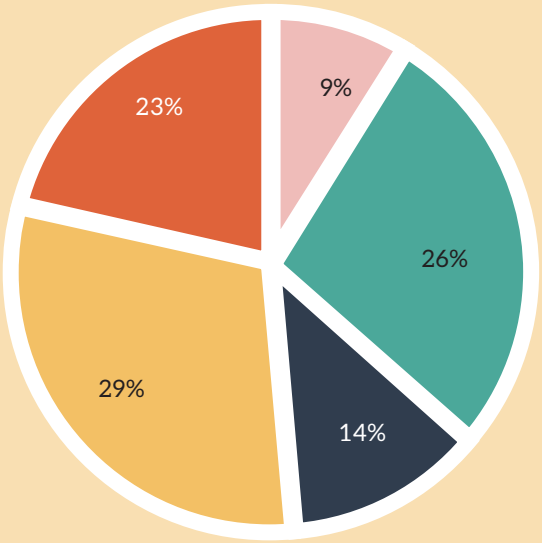
PUBLIC ART PRIORITIES



COMMUNITY SURVEY

The online survey was open to the public from September 23, 2024 until January 6, 2025. It was taken by over 145 people both online and on paper. The results are summarized below.

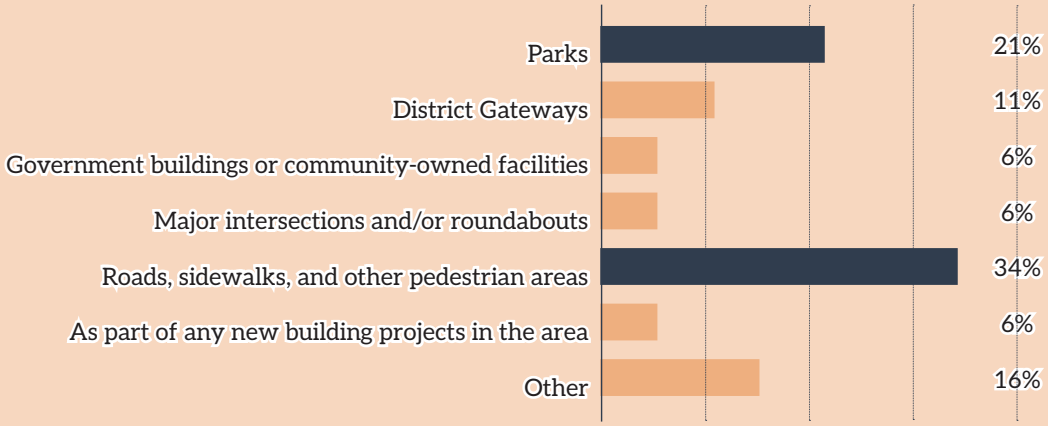
WHERE WOULD YOU LIKE TO SEE MORE PUBLIC ART IN THE AREA?



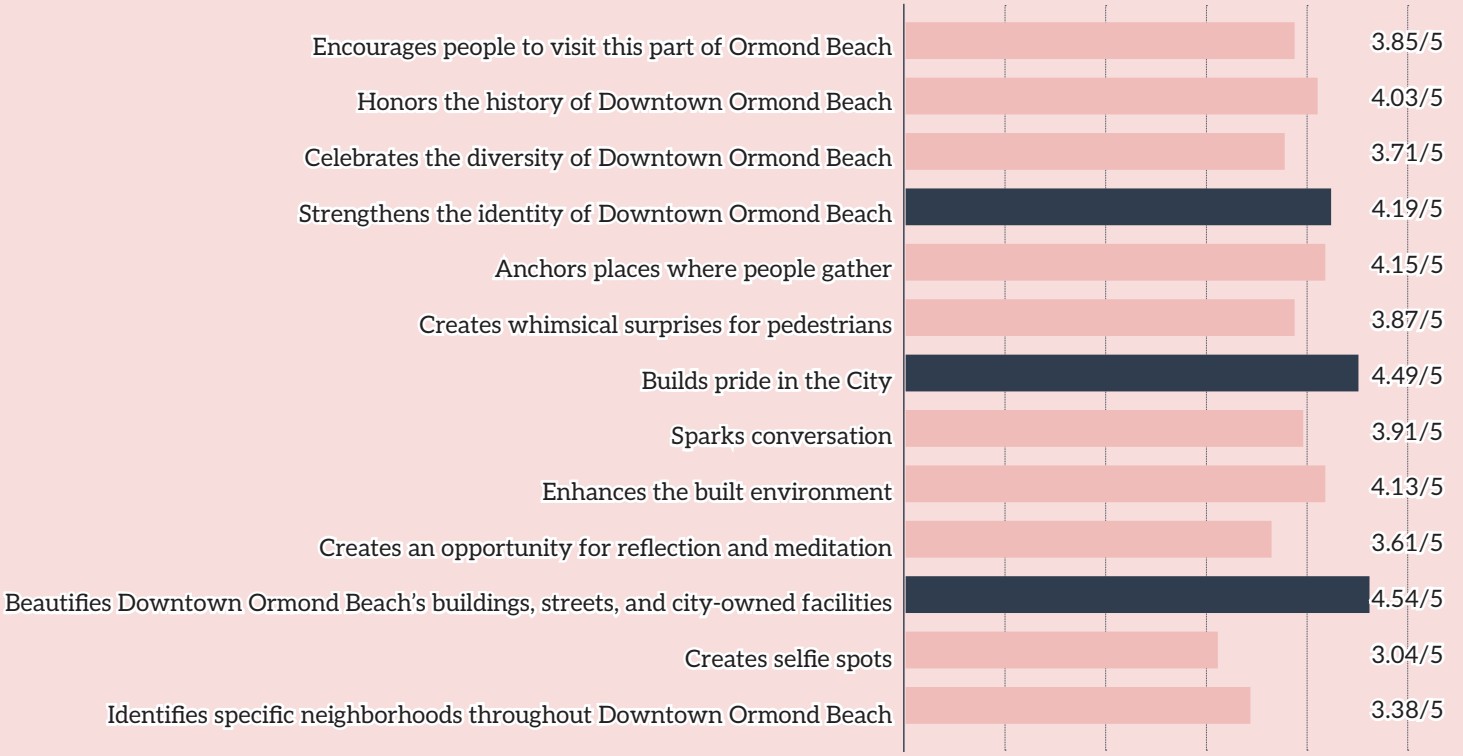
Other

Includes Four Corners Parks, All of the Above

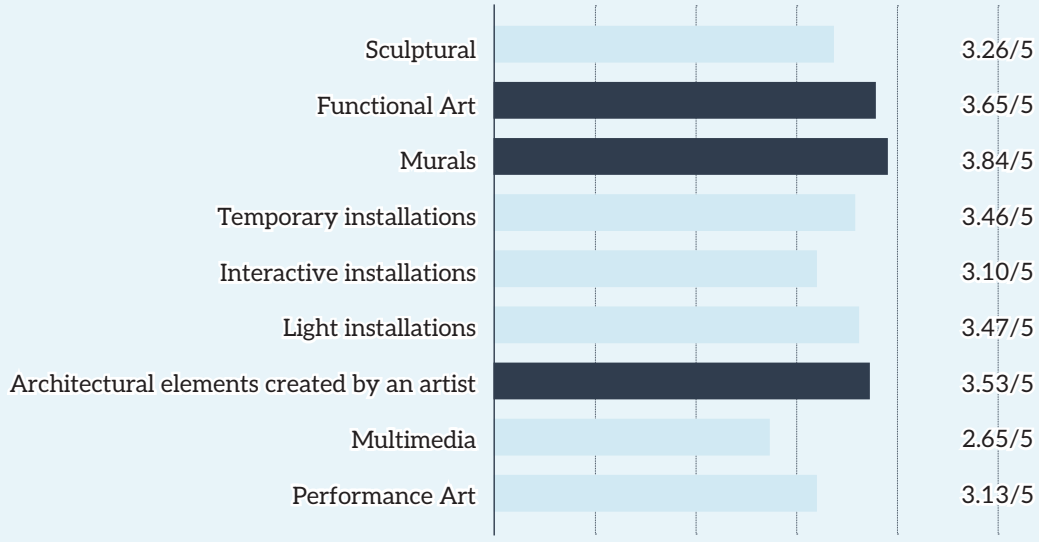
WHERE WOULD YOU MOST LIKE TO ENCOUNTER PUBLIC ART IN THESE AREAS?



WHAT IMPACT SHOULD PUBLIC ART HAVE IN THE AREA?



WHAT TYPES OF PUBLIC ART WOULD YOU LIKE TO SEE MORE OF IN THESE AREA?



BRIDGE ART VISUAL PREFERENCE SURVEY

In anticipation of a large focus on the Granada St. Bridge, a visual preference survey was put out to better understand what kinds of art the community wanted. Pictures of many different bridges with public art options were shared and participants chose their top three favorites. The survey was open to the public from mid-January through February 2025 and received 110 responses.

More about this survey can be found on page X.

A Vision for Downtown Ormond Beach

The following vision, goals, and guiding principles were revealed through the community engagement process, and reflect a wide range of desires, needs, and community characteristics.

VISION

Public Art in Downtown Ormond Beach will invigorate public spaces, unify the district, elevate local businesses, and celebrate the community's unique character.

GOALS

Enhance the pedestrian experience

Make Downtown Ormond Beach a destination for unique businesses, activities, and programming

Enliven gathering spaces, including Four Corners Parks

Inspire a dynamic Downtown Ormond Beach experience

Leverage public art to expand the perception of the Downtown's footprint

GUIDING PRINCIPLES

Building on the vision for Public Art in Downtown Ormond Beach, a set of guiding principles for future public art projects and programs will ensure that community feedback from the planning process is at the heart of decision-making. The following principles are synthesized from community and survey input, and illuminate the traits that the public would like to see in future public art:

Downtown Ormond Beach is for Everyone. Community responses emphasized that public art in the Downtown district should be WELCOMING, INCLUSIVE, COMMUNITY-CENTERED, FAMILY-FOCUSED, ACCESSIBLE, and FOR ALL AGES. Not only should public art in the district have the capacity to be welcoming to all, but also it should meet people where they are, no matter their familiarity with art in public spaces.

A Floridian Feel. There's a strong desire for the district's public art to be RELATED TO THE AREA'S COASTAL BEAUTY, REFLECTIVE OF THE TOWN'S HISTORY, and an ODE TO ORMOND BEACH'S HERITAGE and unique character. Public art can reveal Ormond Beach's traditions and quirks in unexpected and authentic ways.

Wow Factor. Ormond Beach is proud of its year-round vibrancy and small-town charm. Public art in Ormond Beach art should be UNIQUE, DIFFERENT, ORIGINAL, SPECIAL, and ICONIC, setting Ormond Beach apart from its neighbors and creating a REASON TO VISIT AND EXPLORE.

On the Bright Side. Ormond Beach is an energetic community whose (literally!) sunny disposition should radiate through its public art. The community desires that its public art reveals the City's HAPPY, RELAXING, COMFORTABLE, WARM, INVITING, and SPIRITED atmosphere.

Natural & Environmental Connection. Ormond Beach's connection to nature goes beyond its beachside setting. The City is within the Ormond Scenic Loop and Trail, offers miles of access to the Halifax River, and is near several state parks. The community cherishes these environmental assets, and advocates for public art to be organically integrated into its natural landscape. Responses highlight the desire for public art to use natural materials, be MARINE-CENTRIC and reflect the local ecosystem (dolphins, sea turtles, etc.). It should have a NATURAL FLOW WITH NATURAL SURROUNDINGS.

Gold Leaf
Coffee Co.
CAKERY
CREATION
FRAME OF MIND

3

STRATEGIC PUBLIC ART RECOMMENDATIONS

Public Art Typologies

Strategic Implementation Framework

Public Art Typologies

Public art projects can have a range of positive, impactful outcomes in public spaces and communities. This section outlines some different types of public art interventions, engaging opportunities for public involvement in art, and strategies to select public art sites. Private entities or other partners may find that this guide is a helpful resource when pursuing privately-funded public art projects.

PUBLIC ART MEDIA

Sculpture

Sculptures are three-dimensional original artworks that can be made of any material that offers structural stability and durability. Permanently-placed sculptures are scaled to their surroundings and typically do not move from the location in which they are installed, but temporary sculpture displays can be mounted on a concrete foundation with a pre-cast bolt pattern. Whether contemporary, whimsical, traditional, or something else, sculptures are often the focal points of civic art. Sculptures may commemorate and celebrate our history, express civic pride, or be installed as culturally-defining showpieces for the town.

Sculptures can take on many shapes and sizes and often fit well when created in or alongside gateways, parks, gathering spaces, and community centers. Because sculptures allow communities to celebrate and enhance their civic identity, they are especially appropriate in parks and downtown settings.

Environmental Art

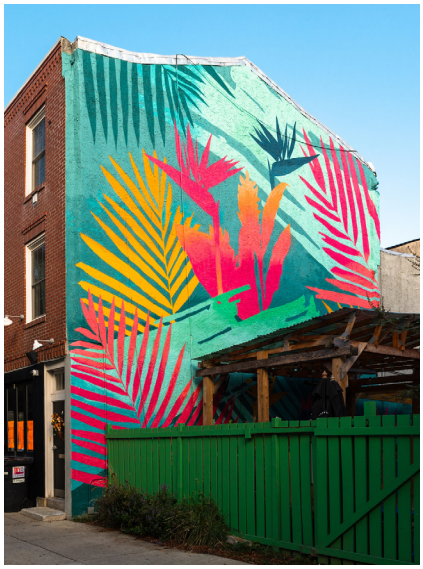
Environmental art is any kind of outdoor public art that uses materials with a direct connection to nature, landscaping, or organic materials. Environmental art can be temporary or permanent, and its scale can vary. Its thematic context often addresses environmentalism and sustainability, but it can also call attention to a City's existing landscape and natural settings.

Fiber

Fiber art is any kind of artwork that uses natural or synthetic fiber materials as the primary component of its overall composition. Fiber art can take forms including wall hangings, tree wraps, suspended sculptures, or screens. Examples of fiber materials include fabric, yarn, polyurethane materials (like tarp), and mesh.

Functional Art

Functional Art is ordinary infrastructure that has been reimagined and designed by an artist. Integrating unique designs into infrastructure may be an affordable and efficient way to create a major visual impact. Some possible options for functional art installations include bike racks, planters (either suspended or installed on the ground) benches, play equipment, medians, subdivision walls, trash cans, transit stops, storm drains, manholes, monument signage, sidewalk treatments, and more.

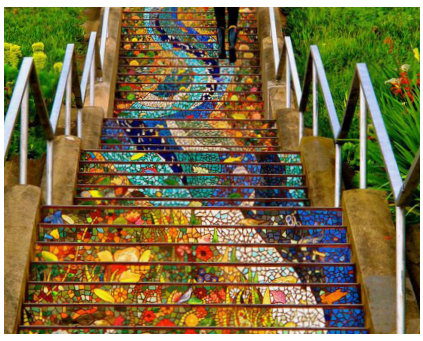


Murals

Murals are large-scale, two-dimensional compositions that can take many forms, including paint or tile applied directly onto a surface, graphic reproductions printed onto vinyl adhered to a surface, or created on a panel that is affixed to the building. Environmental conditions, artwork display duration, artist ability, timeline, and budget are all considerations that affect which mural application style is suitable for a project. While curating permanent works of art as part of the collection is important, ephemeral works such as murals allow for the exposure of many artists over a short period of time rather than a few artists over a long period of time.

Light Installations

Artists use lighting in creative and interesting ways in order to manipulate the built environment with limited physical impacts. Light installations may be used on existing buildings, in parks on substantial landscape features, or as part of a larger installation of sculpture. They may be especially useful and impactful when used in infrastructure projects.



Mosaics

Mosaics come in many shapes and sizes and include glass or ceramics. The relative flexibility of the application of mosaics responds well to many art contexts. Mosaics can be inlaid for flooring or wall elements, or they may be a component of a sculpture. Terrazzo floors can be considered as a kind of mosaic installation.

Multimedia

Multimedia installations may combine many other art types in ways that expand the imagination. Video, lighting, sculpture, murals, and more can be combined to make multimedia installations. Multimedia installations are especially useful for temporary or pop-up installations.

Site-Specific Art

Site-specific art is artwork that is aesthetically, conceptually, and/or thematically connected to the unique circumstances, culture, history, and environment of a particular site. Site-specific art can take many forms, and may be permanent or temporary. In this approach to art-making, artists extensively research the place, site, or area where the site-specific artwork will be placed. Site-specific art tells the story of a place through its surroundings, enriching the experience of the place itself.

Performing Arts

Dance, theater, and spoken word are common types of public performance. The scale and scope of these artforms may vary, as well as their performance spaces. Performing arts are not typically a permitted expenditure for public art funds.

Time-Based Media

Time-based Media is art that is created using photography, video, film, and/or audio whose composition transpired over a period of time. Time-based media artwork has clearly-defined beginning and ending points. This kind of artwork may run on a loop and is suitable for environments whose conditions are not suitable for traditional artwork materials. Time-based media typically assumes the form of projection mapping onto buildings, or sound-based artworks.

PUBLIC ART PLACEMENT STRATEGIES

Iterative Public Art Projects

An iterative project is one that has many parts united by the same theme. For example, a park may commission an artist to create a series of sculptures placed in various locations around the park, united by the theme “Larger Than Life Flowers.” Iterative projects establish a “trail” for the community to follow across a predetermined area, making them a great option for retail areas, parks, or historic town centers.

Single-Presentation Public Art Projects

Single-presentation public art projects are those that do not repeat in multiple locations and their compositions are limited to one site. Examples of these kinds of projects include, a large-scale sculpture commissioned for a city hall lawn; a unique mural on the facade of a community center; or light installation that is engineered to complement the detailed architecture of a historic building. Single-presentation projects may be temporary, or long-term, and they are primarily characterized by their function as a landmark in public space.

ENGAGING PUBLIC ART OPPORTUNITIES

Public Performances

Dance, theater, spoken word, or another type of public performance can be staged in public space or alongside public art. These displays have a particular relevance when staged at the unveiling of public artworks.

Pop-up & Temporary Art

Pop-up and Temporary Art are public art opportunities that exist in a community between one day and two years. Though temporary art is not intended to live for a generation, it can have a lasting impact on a community by creating a sense of surprise and joy in unexpected places. Some ideal locations for temporary installations include construction sites, sidewalks, alleyways, parks, and temporarily empty spaces and storefronts. Photography, chalk art, and artworks made using natural materials are ideal mediums for temporary, rotating experiences.

Temporary art can be cost effective and easy to execute, providing opportunities for additional artist engagement. In whatever form, its short lifespan gives energy to the space and drives excitement among the community. Temporary art may also invite collaboration, be it with local schools or community groups, to rotate artwork over short periods of time.

Community Participatory Art

Participatory art involves the community or a public group in the process of art-making, as guided by an artist. Artwork that emerges from a participatory experience enhances and celebrates its process and participants over short or long periods of time. Collaborative art pieces engage people to generate feelings of community pride and ownership.

Strategic Implementation Framework

Following is a conceptual strategic implementation framework. It is organized by each project's duration, or life span, upon installation. Budgets may vary from project to project, based on scope, materials, and increasing costs, among other reasons; similarly, timelines for project implementation can fluctuate for a range of reasons.

When determining which projects to implement, Ormond Beach should consider related City programming, upcoming capital improvement project opportunities, and community desires in order to align projects with the city's most current needs. Finally, public art project themes should relate to the Guiding Principles and Vision statement outlined in Chapter 2.

Temporary: (0-2 Years)

Short Term (2-7 years)

Long Term/Permanent (7+ years)

UTILITY POLE ACTIVATIONS

Utility poles around Downtown feature spaces for standard banners, which are currently utilized for local event advertising and other marketing purposes. These spaces could also be used for public art in an approach similar to that for utility cabinets and bus stations. If advertising space is a priority for the utility poles, then the program could explore smaller-scaled sculpture installations on the poles, creating a surprising public art trail above walkways and roads. As a rotating site for public art, either through sculpture or two-dimensional artwork.

Locations

Any Downtown Ormond Beach light poles; poles on FDOT roads may require special permission.

Implementation Cost

Banner: $1,000 artist honorarium + $1,000 printing and installation fees

Sculpture: up to $20,000 for a multi-site sculpture installation

Maintenance Cost

None, unless the banner requires reprinting.

Special Considerations

Projects should rotate every 8-10 months

Implementation Timeline

The overall project will require 3-4 months for selection and planning, but installation should require no more than a few days to a week. This is another prime opportunity for working with community organizations, emerging artists, and local youth artists.

Ai, *Summer Connections*, 2022. Photography by Tori Lambermont, Mississauga

Claudia Ravaschiere and Michael Moss' Street Cathedral Boston

TEMPORARY (0-2 YEARS)

Dylan Toymaker *Inspirational Arches* Edmonton

SIDEWALK ART

In order to increase walkability in Downtown Ormond Beach, the City should explore temporary activations that will enhance the pedestrian experience, without needing FDOT approval or implementing a costly, permanent project. These projects are ideal for local artists who are invested in enlivening the Downtown district. In order to discourage these projects from being used for advertising or commercial purposes, it is recommended that each project iteration respond to a common theme or prompt, such as the Guiding Principles outlined at the beginning of this plan.

Locations

Downtown sidewalks, possibly in alleyways leading to Downtown

Implementation Cost

For rain-activated projects, special rain-activated materials cost $130 per 80-110 sq ft.. Artist honorariums for these projects should be at least $1,000 per project.

For chalk projects, the City should provide each participating artist a flat fee of $2,000 to cover all project expenses and artist fees.

Maintenance Cost

None, temporary event

Special Considerations

For rain-activated projects, the treatment will last 2-4 months. For chalk projects, artwork will begin to deteriorate within a few weeks.

Implementation Timeline

The overall project will require 3-4 months for selection and planning, but installation should require no more than a few days to a week.

Cleveland Museum of Art Chalk Festival

Liza LaManche

TEMPORARY (0-2 YEARS)

Gravity Jenny Yang Cropp, Oklahoma City

PROJECTION MAPPING

Temporary light projections onto Downtown Ormond Beach's buildings will further emphasize the City's unique history and beachside town charm. Light projections can include static, two-dimensional images, or they can be an opportunity to project video or moving images onto the bridge, allowing for a more artistically diverse pool of public artists to be represented in the project.

Locations

Historic or architecturally-interesting buildings in the Downtown District

Implementation Cost

$50,000 - $300,000, based on rental and artist fees

Maintenance Cost

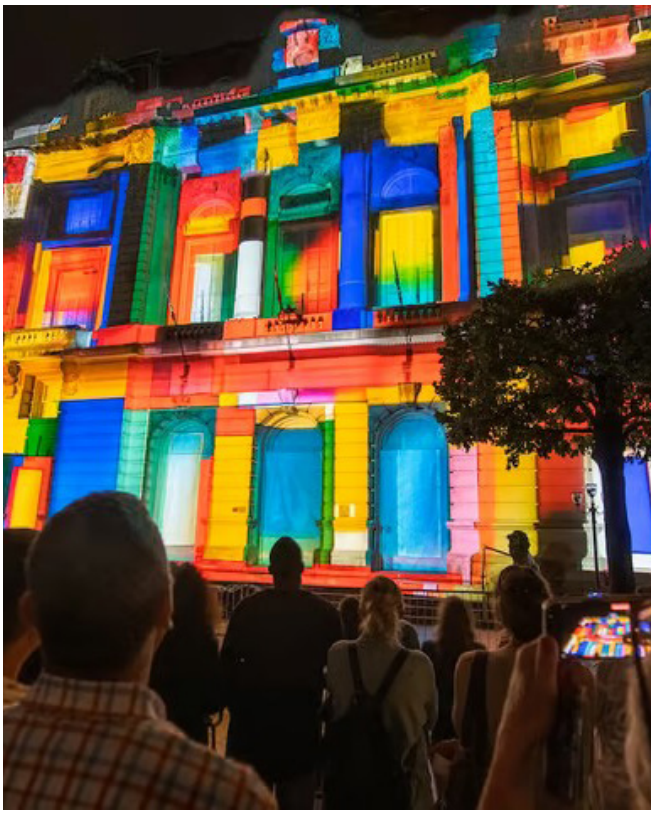
None, temporary event

Special Considerations

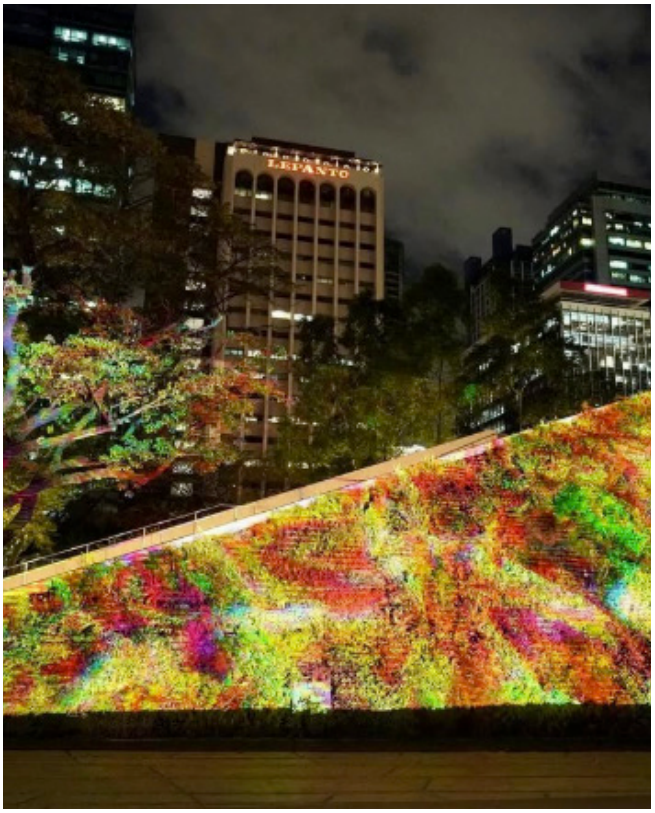
Equipment rental for projection, surface area of projection, content being projected, and duration of projection are all project considerations to determine a more accurate cost.

Implementation Timeline

Installation during Granda Grand or other arts-focus City event would offer maximum impact for the investment. This installation could also be paired with a lantern festival on the river, featuring kayaks, canoes, and floats. Projection Mapping events last anywhere from a few days to two weeks.

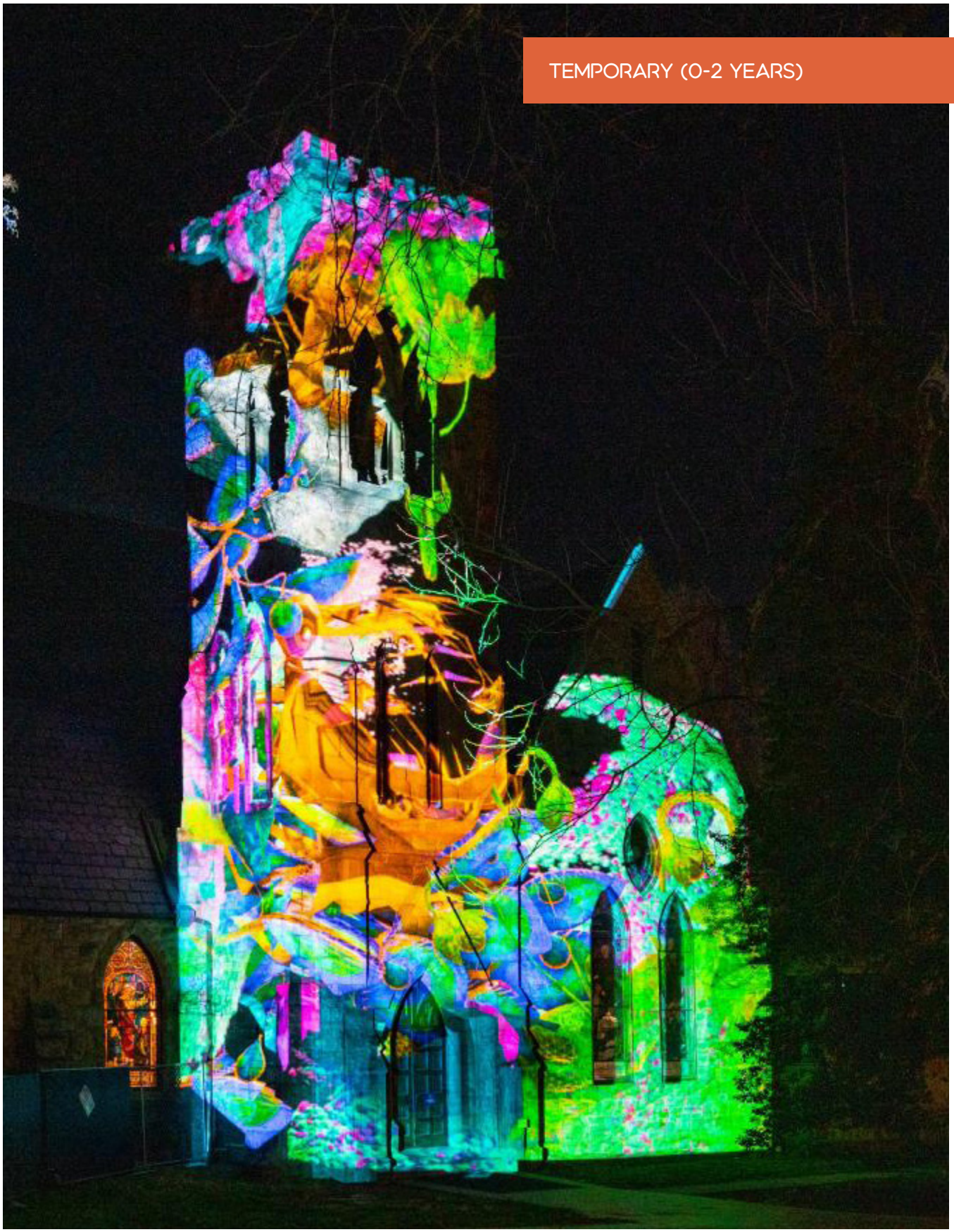


LUMA Festival 2023, Binghamton, NY



Skye Nicolas, *Ayala Triangle Gardens* (2023)

TEMPORARY (0-2 YEARS)



Brighter Together Chapel Projection

POP-UP EXPERIENCES

Pop-up Public Art experiences assume many forms, ranging from multi-media light and sound installations, to playful, otherworldly sculpture. These short-term experiences are ideal in large greenspaces or other public gathering spaces with clear sightlines for maximum visibility.

Locations

Four Corners Parks, City Hall's east-facing plaza

Implementation Cost

$15,000 - $100,000, based on rental and artist fees

Maintenance Cost

None, temporary event

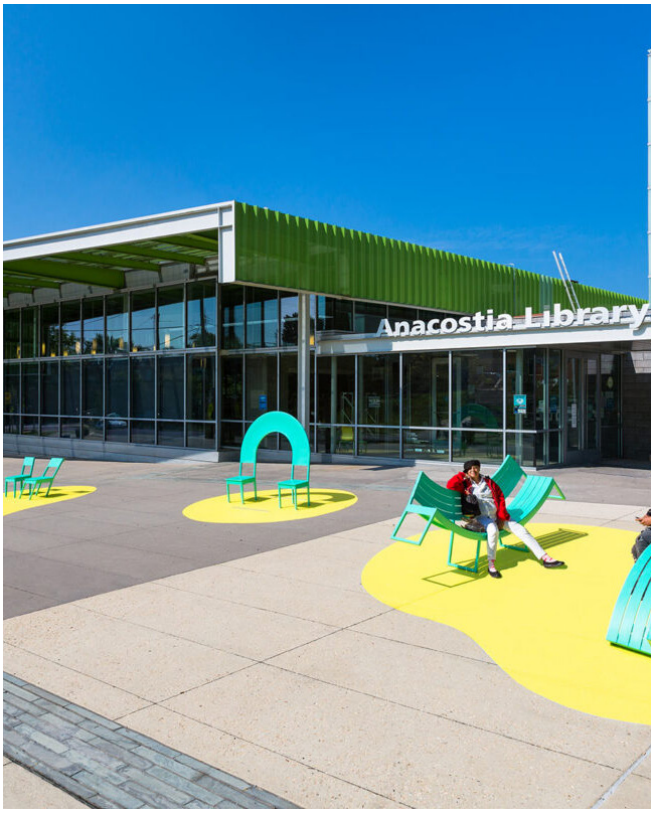
Special Considerations

Leveraging partnerships with local organizations to encourage a wider range of audiences to experience the artwork, and planning the display period during a popular Downtown experience.

Implementation Timeline

Depending on the intention of each project, these pop-up experiences can last anywhere from a few days to up to a few months.

Esrawe + Cadena in collaboration with Creos, *Los Trompos*



The Chairs, 2020, Public Mechanics

TEMPORARY (0-2 YEARS)

Chiaozza, *White Bone Dinner Party*

ITERATIVE SCULPTURE / TEMPORARY DISPLAYS OF ROTATING SCULPTURE

Sculpture can enliven public spaces, create iconic gathering points, and convey a community's identity and values. Through regular rotation of sculpture in public settings, Ormond Beach can ensure that its public art responds to and represents its vibrancy and diversity through, while presenting opportunities for the public to discover new sculpture on a regular basis. Sculpture rotations could be united by a common theme to create a curated public art trail, or each opportunity for temporary sculpture can be unique.

Locations

Any public property with regular foot traffic, such as Four Corners Parks, Downtown Ormond Beach

Cost

One-time investment for concrete foundations ($40,000)

Loan fees for artworks, up to $10,000 per artwork for 18-24 months

Special Considerations

Designing the foundations with a consistent bolt pattern will allow for streamlined installation and deinstallation

Implementation Timeline

Year-round

Harold Grinspoon "*Chroma Quartet*" (Look Memorial Park, Florence, Northampton, MA)

Viktor Mitic, *Oneo Gallery Sculpture Park*

SHORT TERM (2-7 YEARS)

Damon Hamm, *From Orion*, 2021

CITY HALL PLAZA MURALS / LONGER-TERM INVESTMENT MURALS

A mural at Ormond Beach's City Hall Plaza will serve as a welcoming, enlivening asset for the community and visitors alike. City Hall Plaza is a bustling site for Ormond Beach's weekly farmers market and other City events and festivals. Strategic mural placement in the breezeway between the library and City Hall would provide maximum visibility from Cassen Park and Beach Street; this location is also ideal for the mural's lifespan, as it is well-protected from sunlight and other elements that can accelerate mural deterioration. A mural at this site could creatively convey Ormond Beach's history, natural treasures, or the character of the beachside community.

Locations

City Hall Plaza, buildings in Parks, Halifax River docks

Cost

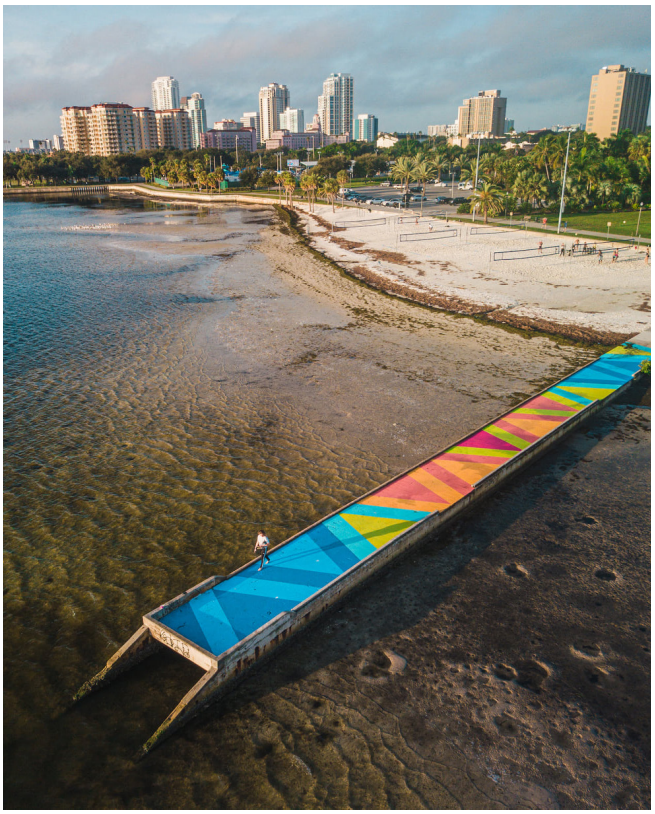
$50,000 - $75,000 per mural

Special Considerations

Project cost and timeline will vary, based on desired mural lifespan, materials, scale, and location. Maintenance for murals includes periodic gentle power washing. Occasional touch-up by the artist, their designees, or trained conservators may be required in high-touch areas of the composition. The artist and/or a trained conservator shall always be consulted to ensure proper maintenance.

Implementation Timeline

Year-round



Cecilia Lueza, *A Tale of Freedom*, St. Petersburg, FL (2019)

Jubilent Rhythms of Roselawn in Cincinnati, OH

SHORT TERM (2-7 YEARS)

West Hartford, CT

ARTIST DESIGNED PLANTER BASKETS

Artist-designed hanging planters are a uniquely-Ormond Beach approach to functional art. These hanging planters could become an iconic feature of the Downtown landscape, and would be a key opportunity to create a defining asset for the district. The design can range from modern and whimsical, to classic and traditional, in response to the district's unique architecture.

Locations

Along Granada Boulevard, other locations throughout the Downtown district

Cost

$5,000 artist design honorarium + fabrication costs

Special Considerations

An artist may be selected to design 1-3 planter forms to be suspended along Granada Boulevard. A plastics fabricator or 3D printing company could produce the designs, which could be easily reproduced in case of damage or loss. Planters may need to be re-fabricated once every few years, depending on the material used. Note that FDOT may need to review the project plans or designs, since Granada Boulevard is an FDOT-managed road. The maintenance budget for the flowers or plant life in the planters should remain separate from the artist's project costs.

Implementation Timeline

The overall project will require 3-4 months for selection and planning; fabrication and installation could require an additional 4-6 months.

Columbus, Ohio

Patricia Leighton, Echo Green

SHORT TERM (2-7 YEARS)

Mark Lagergren, Columbus, Ohio

FUNCTIONAL ART

A waterfront city, with its many parks and charming downtown, requires civic fixtures that are anything but ordinary. From artist-designed benches to elaborate, whimsical play structures, artist-designed fixtures have the presence of permanent sculptures, but the durability and function of traditional city furniture.

Locations

Throughout the Downtown district, Four Corners Parks, Ormond Beach Beach House

Cost

Costs vary, based on project; may range from $10,000 for benches and bike racks, to $1 million for play grounds, shade structures, or large-scale structures.

Special Considerations

Long-term artist-designed fixtures include long-term investments such as playgrounds, benches, bike racks, and beyond. These projects will have the permanence of large-scale sculpture, but the functionality of ordinary public furniture.

Implementation Timeline

The overall project will require 3-4 months for selection and planning; fabrication and installation could require an additional 12-18 months.

Early Bird, Judy McKie, 2006, Greensboro, NC

Studio Bolz, 2016

LONG TERM/PERMANENT (7+ YEARS)

Jeppe Hein, *Modified Social Bench*

GATEWAY ARTWORK

Gateway artwork is a multipurpose public art opportunity: it displays the City's character, welcomes visitors and residents alike, and it is an outward expression of the City's identity and vibe. Ormond Beach features several gateway markers already, but the CRA district's unique status and funding opportunities provide a once-in-a-generation opportunity to invest in iconic gateway artwork that will define Ormond Beach for decades. Gateway artwork is not signage; rather, it is a public art opportunity to convey the unique traits and experiences that are uniquely Ormond Beach.

Locations

Key entry points into Granada Beach along Granada Boulevard

Cost

$250,000 - $500,000

Special Considerations

Possible partnership with FDOT

Implementation Timeline

The overall project will require 3-4 months for selection and planning; fabrication and installation could require an additional 12-18 months.

Peter Busby, *Kilgore Trout*, Anchorage AK

LONG TERM/PERMANENT (7+ YEARS)

Michelle Newman, Delray Beach

THOMPSON CREEK LINEAR PARK

Thompson Creek is the western border of Downtown Ormond Beach's central hub. In order to improve walkability and establish a more well-defined pedestrian border for the District, the City should explore installing a public art-focused linear park along Thompson Creek Road. Elements of this park can include artist-designed furniture, sculpture, and environmental art, but the park should also serve as a welcoming, natural setting that routes residents and visitors to Downtown. As a major investment opportunity for the City, multiple partners and funding sources should be identified.

Locations

Key entry points into Granada Beach along Granada Boulevard

Cost

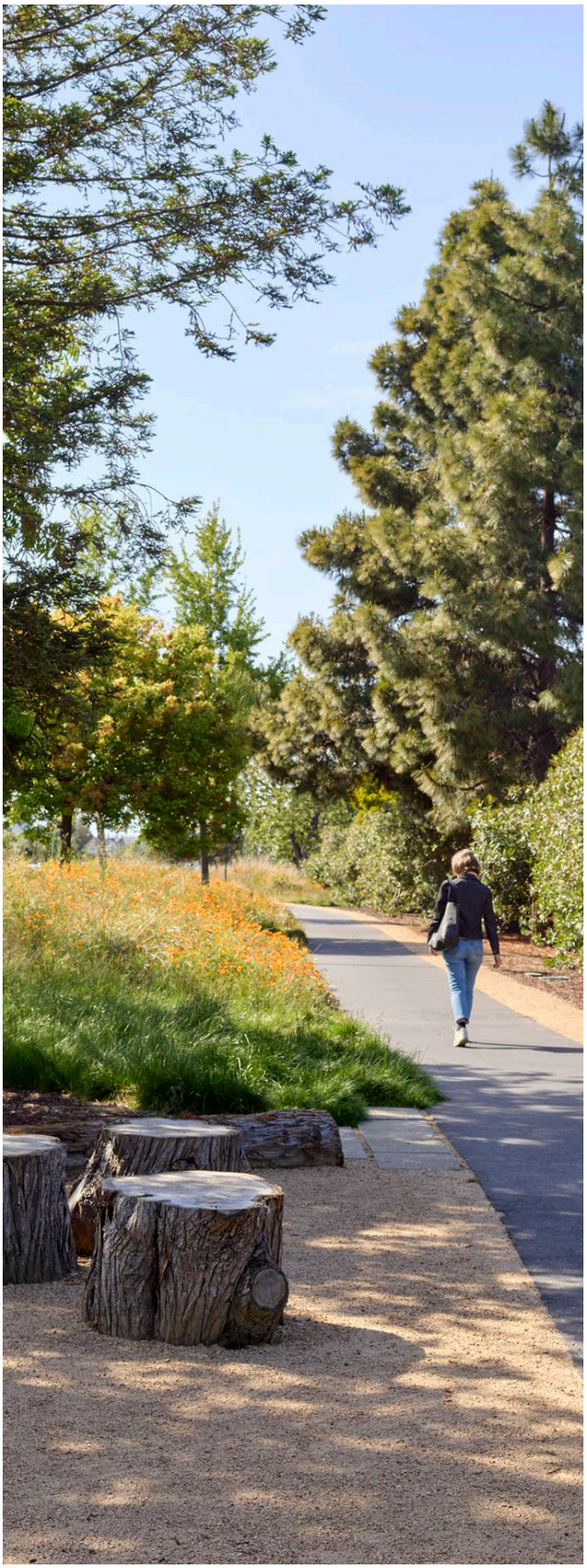
$2 - 3 million

Special Considerations

Possible partnerships with Volusia County Transportation, other City Departments

Implementation Timeline

2-3 years



Mission Boulevard Linear Park, Hayward, CA

LONG TERM/PERMANENT (7+ YEARS)

Ricardo Lara *Linear Park*, Lynwood, CA

"Divine Love always has met and always will me
human need." Thank you mother, our angel, "

4

PROGRAM & FUNDING RECOMMENDATIONS + NEXT STEPS

INTRODUCTION TO THE RECOMMENDATIONS FRAMEWORK

The planning team understands that even the most finely-tuned vision or detailed roadmap requires adaptability so that its users can best respond to present-day circumstances. In order for this plan to continue to support the long-term needs of Ormond Beach, its decision makers, and its evolving circumstances, the "Now, Then" framework for plan implementation offers a flexible yet strategic timeline that prioritizes projects and foundational cultural program elements so that future investments can best leverage the momentum and increased capacity in the cultural sector built through prior phases.

The flexibility provided in this framework creates opportunities for decision-makers to pursue diverse funding sources and pivot implementation priorities to take advantage of changes and growth in the local cultural ecosystem. It also allows the community to continue to dream big, yet places emphasis on actionable, momentum-building steps for growing local arts and culture assets and tackle them as additional funding and capacity becomes available.

Given the anticipated time limitations for the CRA, these recommendations provide an opportunity to plan for the transition of public art programming and assets as 2036 approaches.

NOW (YEARS 1-3)

1. **Define and assign public art duties.** A working group of City staff and Ormond Beach Arts District Board members collectively oversee public art activities in the Downtown District. Eventually, the City may decide to assign these duties to one City staff employee or outside public art consultant. In the meantime, in order to ensure continuity from year to year, the working group should define and assign the following public art tasks:

- ◊ Develop and implement an annual Public Art Work Plan in coordination with the Ormond Beach Arts District Board and appropriate City departments and representatives.
- ◊ Oversee the administration of the commissioning of new works of public art including, but not limited to:
  - » **Project planning -** developing scopes of work and project budgets, coordinating with the project manager and project architect, and identifying community partners when necessary.
  - » **Management of the artist selection process -** developing and distributing RFQs and RFPs, staffing the artist selection committees, and conducting artist workshops.
  - » **Project implementation -** developing contracts, getting necessary approval, coordinating with the project manager, reviewing preliminary and final designs, and monitoring artist progress and compliance with the project contact.
  - » **Documentation-** keeping records of contracts, photographs, construction drawings, maintenance manuals, and meetings.
  - » **Community education -** assist in garnering publicity for projects, facilitating public meetings, and developing educational materials.
- ◊ Oversee the work of project consultants
- ◊ Ensure adequate insurance and liability protection is secured by artists, contractors, and the City prior to installation.
- ◊ Coordinate any necessary management agreements

through artists, contractors, community groups, private property owners, and the City as needed.

- ◊ Monitor private development projects to assist private developers in including public art in their developments and guide them, when requested, through the process of placing public art within their projects.
- ◊ Identify collaborations and sources of funds.
- ◊ Oversee a comprehensive conservation survey of the Ormond Beach Public Art Collection and ensure all necessary repairs are conducted.
- ◊ Serve as a liaison between the City, artists, and/or business organizations relative to the Public Art Program.

2. Leverage CRA funding to develop a matching grant program for privately-owned murals in the District.

- ◊ Recommendation to increase minimum maintenance time frame from two years to five years.
- ◊ In order to encourage Private Property Owners to install a mural on private property within the CRA district, the City should implement a one-for-one matching grant program. Projects may be awarded matching funding up to $10,000 per project. Funding for the mural assistance program could be derived from the Building Improvement Grant program, part of the public art capital project, or additional CRA dollars allocated to this program. Murals on private property receiving grant dollars would need to be approved under the Public Art ordinance with review by the Ormond Beach Arts District Board and approval by the City Commission.

3. Implement Bridge Project

- ◊ Building on the momentum for public art in the Downtown District, Ormond Beach should implement public art on Granada Bridge in the near future.
- ◊ Please refer to the Bridge Plan as part of the Downtown Ormond Beach Master Arts Plan.

THEN (YEARS 5+)

4. Expand the reach of public art. Consider other sources of funding—such as grants, excise taxes, and percent for art fees—in order to accomplish projects beyond the CRA district.

5. Expand the duties and role of the current Ormond Beach Arts District Board. In order to steward the Ormond Beach Public Art Program and to build a world-class public art collection, a Public Art Council should be established by ordinance. The new Council should align with other City Council policies, and should consist of a 7 member body of arts administrators, artists, design professionals, and community members. The Public Art Council should focus on the following responsibilities:

- Support staff in establishing criteria and eligibility standards for applicants of projects;
- Support staff in establishing criteria for awarding projects;
- Support staff in evaluating proposed donations of public art;
- Support staff in evaluating removal of artwork from public display; and
- Act principally in an advisory capacity to staff in any matter pertaining to public art.

6. Adopt a Public Art Policy to govern the public art collection. In order to establish a successful Public Art program, the City of Ormond Beach should adopt the following policies: Collection Management Policy, Donation Policy, Deaccession Policy, and Acquisition Policy. In addition, the City will adopt guidelines for murals and follow guidance for administration of the program contained in the Public Art Policy. The policies and guidelines will do the following:

- Establish a definition for public art;
- Create a Public Art Acquisition Account; and
- Develop processes for public art to be commissioned.

Each policy directs a specific aspect of the Program and ensures the City is following consistent procurement practices, maintaining its commissions through long-term planning and maintenance, governing the program with strong public trust, and providing clear direction for artists, private developers, and donors to follow when participating in the program. A draft Policy is included in this Plan's Appendix.

7. Explore Sustainable Funding Mechanisms.

Percent for Art Ordinances

In addition, a Percent for Art in Private Development should be studied for adoption in order to ensure long term funding. This strategy will yield momentum for the Public Art Program, building energy and support for future investment.

Factors considered when determining suitable funding mechanisms:

- How adoption of selected funding mechanisms will impact other municipal expenditures; and
- How much funding each mechanism will generate over time.

Percent for Art in Private Development

This public art requirement would apply to all private non-residential development projects throughout the City and all residential development projects with more than 4 units, including new construction, or the renovation or improvement of an existing building where 50% or more of a building is being modified, renovated, expanded, rebuilt or improved by construction. The public art requirement for any single project shall not exceed $200,000. All applicable private development must elect one of the following assessment methods and submit a completed art requirement application and provide a copy of the total construction costs as indicated on the construction contract(s) within 90 days of the issuance of the first building permit or site work permit for a subdivision plat for any portion of the project:

Option 1: On-site Artwork.

A. Submit documentation evidencing the escrow of funds for an art feature valued in an amount not less than 1.5% of the total construction costs.

B. Submit an application for approval of the art feature to the Ormond Beach Arts District Board who will assist the applicant in routing it through the approval process with the City.

Option 2: Contribute to the Ormond Beach Public Art Acquisition Fund.

Contribute an amount equal to 80% of the 1.5% of the total construction costs for deposit to the Ormond Beach Public Art Acquisition Fund.

Location of Artwork if Option 1 is selected:

Artwork must be located in an exterior place defined as any place, public or private, outdoor and exterior to buildings or structures and exposed to public view, including, but not limited to, buildings, parks, right-of way medians and open spaces.

Grants

Given the generosity of the Ormond Beach community, the City's contribution should be leveraged to access grant dollars locally and nationally.

Employing multiple funding options over time achieves a number of goals: provides funding in the early years of the program projecting success early in the Program's existence, engages the private development community, proposes a future percent for art in all large public projects, and recognizes potential contributions achievable through grant funding (many grants require a contribution, or matching dollars).

Having a multi-pronged approach shares responsibility for funding, and targets investment to well-used public spaces and to specific projects and makes the vision outlined in the Plan more likely to be achieved through a variety of partnerships.

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BUILDING
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IMPLEMENTATION MATRIX

YEARS 1-5

FISCAL YEAR	PROJECT RECOMMENDATIONS	COST
FY2024-25 (through September 30, 2025)	Temporary Sculpture Exhibition	$10,000
	Permanent Sculpture at Ormond Memorial Gardens	$40,000
	Public Art Consultant (Bridge Phase 1 and 2 tasks + City Hall Mural implementations)	$50,000
	FY 24-25 TOTAL	**$100,000**
FY 2025-26	Sidewalk Art	$5,000
	Artist-designed planter baskets	$25,000
	City Hall Plaza Mural	$50,000
	Pop up experience at Granda Grand (multi-media installation, pop up functional art, etc.)	$20,000
	Mural Grant Assistance Program	$30,000
	FY 25-26 TOTAL	**$130,000**
FY 2026-27	Sidewalk Art	$5,000
	Temporary Sculpture Exhibition	$20,000
	Functional Art project	$75,000
	Mural Grant Assistance Program	$30,000
	FY 26-27 TOTAL	**$130,000**
FY 2027-28	Sidewalk Art	$5,000
	Launch Utility Pole Project	$20,000
	Painted Dock	$50,000
	Pop up experience at Granda Grand (multi-media installation, pop up functional art, etc.)	$25,000
	Evaluate Mural Grant Assistance Program *	$30,000
	FY 27-28 TOTAL	**$130,000**

* evaluate after third year of the program

1925
BUSCHMAN

ORMOND BEACH
HISTORIC
DOWN
TOWN
ORMOND BEACH
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6

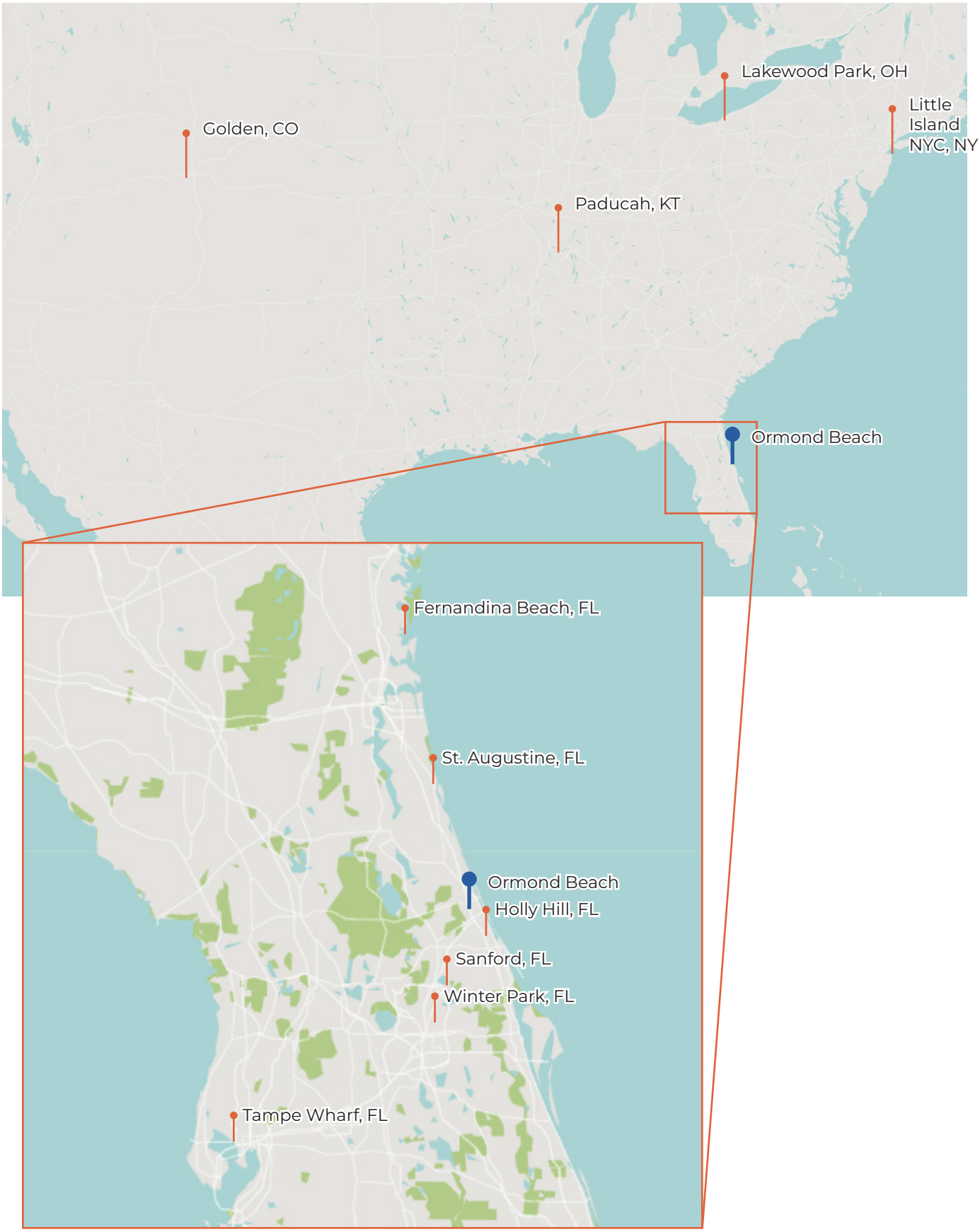
CASE STUDIES

Public Art Programs

Percent for Art

Public Art Program

Case studies of communities with similar scale public art programs.


Lakewood Park, OH
Little Island NYC, NY
Golden, CO
Paducah, KT
Ormond Beach
Fernandina Beach, FL
St. Augustine, FL
Ormond Beach
Holly Hill, FL
Sanford, FL
Winter Park, FL
Tampe Wharf, FL

TAMPA (SPARKMAN) WHARF, FL

What is the structure of the public art program? (City-administered program? BID? CRA?)

Tampa's public art program is primarily city-administered through its Art Programs Division. While the city partners with private entities on various projects, including its "Public Art in Private Development" program, the core structure resides within the city government.

How is the program funded?

Funding comes primarily from a percent for art allocation. This is supplemented by public/private partnerships, as seen in projects like Lights On Tampa.

What year did the program begin?

The Public Art Program began in 1985.

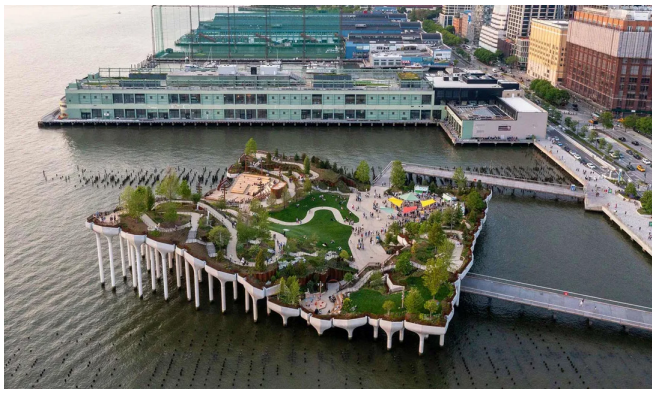
What are their most successful / popular projects?

Sparkman Wharf's outdoor food hall and beer garden, opened November 30, 2018, transformed a former parking lot into a vibrant urban plaza. Restaurants reside in refurbished shipping containers with colorful murals by Tampa's Pep Rally art studio.

What are key takeaways from Ormond Beach?

Tampa emphasizes public/private partnerships and incorporating art into urban development (like Sparkman Wharf). Ormond Beach seems to prioritize temporary exhibitions and community events.

LITTLE ISLAND NYC, NY



What is the structure of the public art program? (City-administered program? BID? CRA?)

Little Island's public art program is operated by a non-profit organization, the Hudson River Park Trust, in partnership with the City of New York, but functions independently in terms of programming and funding.

How is the program funded?

Little Island was funded primarily through Barry Diller and the Diller-Von Furstenberg Family Foundation through an extraordinary philanthropic gift to the Hudson River Park.

What year did the program begin?

Little Island opened to the public in May 2021.

What are their most successful / popular projects?

Little Island focuses on dynamic programming rather than a traditional art collection. Its most popular aspects include a wide range of performances, including music, dance, and theater.

What are key takeaways from Ormond Beach?

Ormond Beach can draw inspiration from Little Island's performing arts focus and expand its current use of the amphitheater at Rockefel***ler Gardens.***

LAKEWOOD PARK, OH

What is the structure of the public art program? (City-administered program? BID? CRA?)

Lakewood's public art program is administered by the City of Lakewood itself. The city is currently finalizing an updated 10-year plan, "Connect. Discover. Create. Lakewood Public Art Plan," which has involved community feedback and will guide the future of public art in Lakewood.

How is the program funded?

Lakewood's public art collection is primarily built through partnerships and collaborations with non-profit organizations and businesses.

What year did the program begin?

The program began in the early 1990s.

What are their most successful / popular projects?

A $2 million project has transformed Lakewood's access to Lake Erie. The "Solstice Steps" replaced a fenced-off slope with a beautiful stairway down to the water, including grassy areas and places to sit.

What are key takeaways from Ormond Beach?

Ormond Beach can incorporate an artistic walkway to the beach to draw in more pedestrians. The City could also invest in artist-designed infrastructure, such as stairs or other large-scale gathering space, to enhance the experience along the Halifax River.

HOLLY HILL, FL

What is the structure of the public art program? (City-administered program? BID? CRA?)

Holly Hill, Florida, is updating its CRA plan, focusing on new projects and potentially extending its operational timeframe. The CRA has motivated economic growth, infrastructure improvements, and community engagement.

How is the program funded?

The Holly Hill CRA, funds its revitalization efforts through tax increment revenues, which are generated by the increased property values within the CRA district.

What year did the program begin?

The CRA was established in 1996, the plan has since been updated in 2007 and 2024.

What are their most successful / popular projects?

The CRA started a comprehensive beautification initiative, enhancing gateways with dedicated signage and median landscaping. As well as, residential and commercial improvements.

What are key takeaways from Ormond Beach?

Ormond Beach can add more signage in areas like the bridge and along other major gateways. The City could explore a comprehensive signage plan to build upon the findings in the Downtown Master Arts Plan, since public art funding cannot be used for signage.

ST. AUGUSTINE, FL

What is the structure of the public art program? (City-administered program? BID? CRA?)

St. Augustine's public art scene is a collaborative effort. The St. Johns Cultural Council, the City of St. Augustine, and various community organizations work together to support and implement public art projects throughout the city.

How is the program funded?

Primarily the Tourist Development Tax (which supports the St. Johns Cultural Council and their grants), the City of St. Augustine's budget, private donations and community partnerships where organizations collaborate with the city.

What year did the program begin?

St. John's Cultural Council was established in July of 2000.

What are their most successful / popular projects?

The Bridge of Lions is famous for its two marble lion statues. These lions, along with the bridge itself, are a well-known symbol of the city and a favorite place for taking pictures.

What are key takeaways from Ormond Beach?

The Guiding Principles outlined in this Plan will ensure that Ormond Beach's public art is united by the community's perspective of the city's unique characteristics.

PADUCAH, KT

What is the structure of the public art program? (City-administered program? BID? CRA?)

Paducah's public art program is city-administered, driven by Paducah's public art program, the Artist Relocation Program. This initiative, along with support from the Paducah Renaissance Alliance, Paducah Bank, and the community, has transformed the Lower Town neighborhood into a thriving arts district.

How is the program funded?

Paducah's public art program is funded by the city, the Paducah Renaissance Alliance, and Paducah Bank, likely through a combination of budget allocations, grants, and financial incentives for artists.

What year did the program begin?

The program began in 2002.

What are their most successful / popular projects?

The Paducah Wall to Wall Floodwall Murals are a collection of over 50 massive murals painted on the city's floodwall. They depict scenes from Paducah's history, showcasing its people, events, and culture.

What are key takeaways from Ormond Beach?

Existing infrastructure can be leveraged to tell the story of a place. Ormond Beach should consider existing public buildings and facilities as sites for sharing the history of the City, and conveying its identity today.

SANFORD, FL

What is the structure of the public art program? (City-administered program? BID? CRA?)

Sanford, Florida's public art program is city-administered, through its Public Art Commission. This commission is responsible for making recommendations to the City Commission regarding the program, process and procedures and care of public art.

How is the program funded?

The City of Sanford's Public Art Commission is actively involved in seeking funding for the city's public art program.

What year did the program begin?

The progam began in 2016.

What are their most successful / popular projects?

Sanford, FL has a successful public art plan, including a designated downtown outdoor gathering spot. Artisan Square, for sculpture and pop art. The City will use this space for rotating exhibits and art events.

What are key takeaways from Ormond Beach?

Sanford's City Hall has an active, vibrant public art program for communal gathering that could be scaled to suit Ormond Beach's City Hall Plaza.

WINTER PARK, FL

What is the structure of the public art program? (City-administered program? BID? CRA?)

Winter Park's public art program is primarily city-administered through its Public Art Advisory Board. This board is responsible for collecting, preserving, and interpreting art, providing educational opportunities, and making recommendations to the City Commission regarding public art.

How is the program funded?

Funding for the program is facilitated through the Community Redevelopment Agency (CRA).

What year did the program begin?

The program was established in 1994 and expanded in 1999.

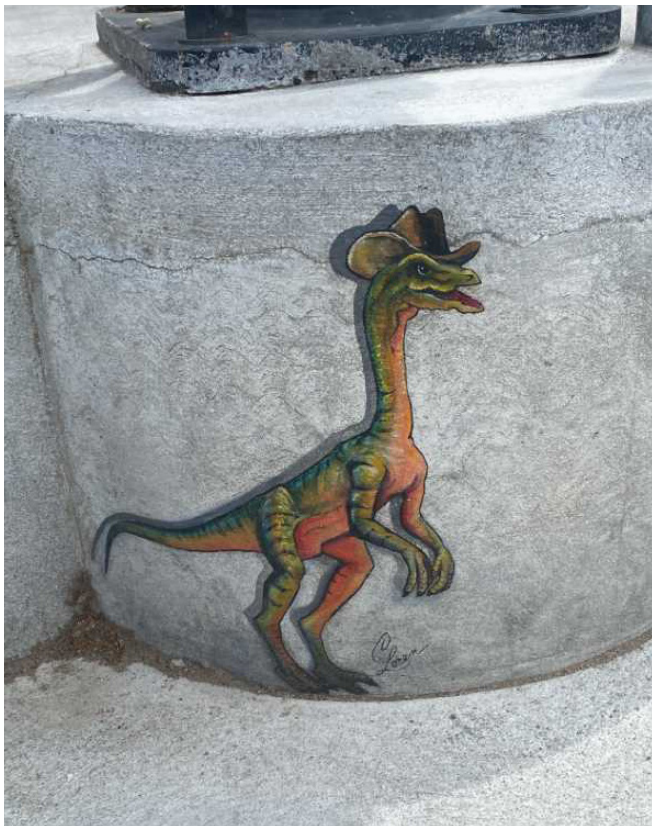
What are their most successful / popular projects?

An exhibition called "Art on the Green", is a periodic exhibition which features outdoor sculptures. Coordinated by the Winter Park Public Art Advisory board, making a "museum without walls".

What are key takeaways from Ormond Beach?

Ormond Beach can expand on the success of its recent temporary outdoor sculpture exhibition by providing more opportunities for public art that rotates seasonally.

GOLDEN, CO



What is the structure of the public art program? (City-administered program? BID? CRA?)

Golden, Colorado's public art program is primarily managed by the city through its Public Art Commission (PAC). The PAC develops plans, recommends art acquisitions, engages the community, and manages the program's budget. The city also collaborates with organizations like the Golden Public Art Partnership (GPAP) and other community groups.

How is the program funded?

The Golden Public Art Partnership (GPAP), a branch of the Golden Civic Foundation, is supported by funding from the City of Golden and private contributions.

What year did the program begin?

The Golden Public Art Partnership (GPAP) was established in July of 1999.

What are their most successful / popular projects?

The "Itty Bitty Art Project" is a collection of fourteen tiny art installations scattered throughout Downtown Golden in hidden places like, water drains, tree stumps, cracks in concrete and on bridges.

What are key takeaways from Ormond Beach?

Installing miniature art around Ormond Beach invites more pedestrian experience. These arts can be placed under the bridge, along the sidewalks.

FERNANDINA BEACH, FL

What is the structure of the public art program? (City-administered program? BID? CRA?)

The non-profit Arts & Culture Nassau acts as the County-Wide Arts Council, taking the lead on public art.

How is the program funded?

Receives funding from the "State of the Arts" license plate, grants from organizations like the Community Foundation for Northeast Florida, donations from individuals and businesses, and sponsorships for events.

What year did the program begin?

The City of Fernandina Beach established an Arts Council in 2007.

What are their most successful / popular projects?

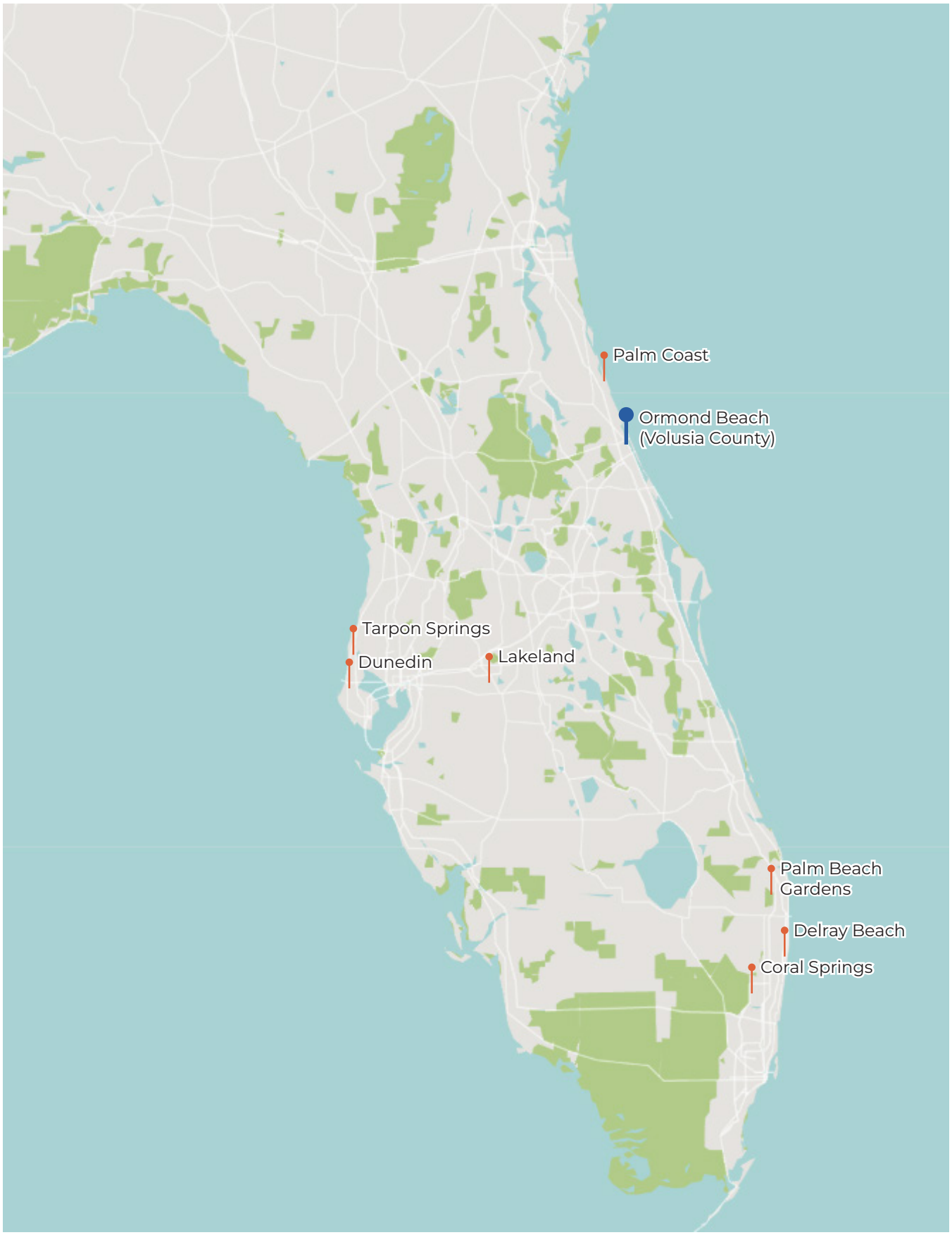
Fernandina Beach's first public art project displayed 20 hand painted poles topped with colorful banners, faces and bowls tucked in an alley that adds culture and color to the community.

What are key takeaways from Ormond Beach?

At the beginning of every year, workshops can be held for residents to paint either poles, wood and place outside their homes or businesses.

Percent for Art

Case studies of similar communities with Percent For Art ordinances.


Palm Coast
Ormond Beach
(Volusia County)
Tarpon Springs
Dunedin
Lakeland
Palm Beach
Gardens
Delray Beach
Coral Springs

VOLUSIA COUNTY, FL

Public CIP/Development Assessment

0.5 to 1 percent of the construction price for all new, expanded and renovated publicly accessible county-owned buildings

Private Development Assessment

N/A

In-Lieu Contribution

N/A

PALM COAST, FL

Distance from Ormond Beach: 25 miles
Population: 102,113
Area: 96 sq miles

Public CIP/Development Assessment

None

Private Development Assessment

0.5% fee on private development projects

In-Lieu Contribution

N/A

LAKELAND, FL

Distance from Ormond Beach: 115 mi
Population: 122,264
Area: 51 sq mi

Public CIP/Development Assessment

One percent of the construction costs of municipal building projects, up to a cumulative maximum of $100,000.00 per fiscal year for all municipal building projects.

Private Development Assessment

Any private developer/owner who applies to the city for a building permit to construct or renovate a commercial structure shall be encouraged to commit one percent of the project's construction costs for the provision of artwork in conjunction with the project.

In-Lieu Contribution

Not a traditional in-lieu fee: In the event the maximum of $100,000.00 is not deposited into the public art fund in any given fiscal year, other monies from the city's general fund, to the extent available, will be deposited into the public art fund until the maximum sum of $100,000.00 is reached for the fiscal year in question.

TARPON SPRINGS, FL

Distance from Ormond Beach: 163 mi
Population: 25,872
Area: 16.9 sq mi

Public CIP/Development Assessment

all appropriations for eligible City capital improvement projects that have an aggregate job value of $1,000,000.00 or more shall include a City Public Art contribution of not less than one percent (1%) of the total construction budget before the addition of the Public Art cost, but not to exceed the sum of $100,000.00 per project, subject to the City budgeting and appropriating such funds.

Private Development Assessment

N/A

In-Lieu Contribution

N/A

DUNEDIN, FL

Distance from Ormond Beach: 168 miles
Population: 35,930
Area: 28 sq miles

Public CIP/Development Assessment

In keeping with the City's intent for art and culture, the City shall provide for the acquisition of art equivalent in value to not less than 0.5% percent of the Project Cost for all Capital Improvement Project budgets with vertical construction. The contribution shall be capped at $500,000.00.

Private Development Assessment

Private owners and developers who are subject to City Commission Design Review shall contribute 0.5% of the Project Cost for public art enhancement in private development. The 0.5% public art requirement may be satisfied by the financing of on-site stand alone or integrated artwork or the developer may elect to deposit 0.5% into the Public Art Fund account to be used for the public art enrichment of the City's public spaces. The contribution shall be capped at $500,000.00.

In-Lieu Contribution

0.5% (underlined)

PALM BEACH GARDENS, FL

Distance from Ormond Beach: 189 mi
Population: 61,146
Area: 55.3 sq mi

Public CIP/Development Assessment

No CIP, only Private

Private Development Assessment

All new nonresidential development, except city projects, where total vertical construction costs of all buildings on a project site are equal to or greater than $1,000,000.00 shall provide art valued in an amount of one percent of the total vertical construction costs.

A private developer may choose either to provide artwork on the project site or to contribute one percent of the total vertical construction costs to the city's art impact fund. The city's art impact fund shall be interest bearing with all interest to be retained by the city.

In-Lieu Contribution

One percent to art impact fund

DELRAY BEACH, FL

Distance from Ormond Beach: 221 mi
Population: 67,536
Area: 16.52 sq mi

Public CIP/Development Assessment

The City will appropriate one and one-half percent of the total eligible construction costs to be used for artist design services and for the selection, acquisition and display of artworks, and for the administration of the public art program or as otherwise appropriated in the City budget.

Private Development Assessment

N/A

In-Lieu Contribution

The involvement of public art in a capital improvement project is optional for capital projects of less than $200,000.00; however, one and one-half percent of the cost of the projects will be retained for public art and these funds will be pooled for other art projects or as otherwise appropriated in the City budget.

CORAL SPRINGS FL

Distance from Ormond Beach: 239 mi
Population: 134,906
Area: 24 sq mi

Public CIP/Development Assessment

N/A

Private Development Assessment

Owners who are remodeling or converting may pay an amount established from time to time by resolution adopted by the city commission per square foot of estimated gross floor area being remodeled or converted as an art fee to the city's public art fund prior to the issuance of a building permit; or(2)The owner of a development may provide artwork on the development site equal to or greater than an amount established from time to time by resolution adopted by the city commission per square foot of estimated gross floor area for the development. Owners who are remodeling or converting may provide artwork on the development site equal to or greater than an amount established from time to time by resolution adopted by the city commission per square foot of estimated gross floor area being remodeled or converted as an art fee to the city's public art fund prior to the issuance of a building permit.

In-Lieu Contribution

The owner of a development may pay an amount established from time to time by resolution adopted by the city commission per square foot of estimated gross floor area as an art fee to the city's public art fund prior to the issuance of a building permit.

ORMOND BEACH

DOWNTOWN MASTER ARTS PLAN

GRANADA BRIDGE PUBLIC ART

ORMOND BEACH
HISTORIC
DOWN
TOWN.

1

INTRODUCTION

Granada Bridge crosses the Halifax River, connecting Downtown Ormond Beach with its Beachside district. Aside from serving as a major feature of Ormond Beach's civic infrastructure, the high-clearance bridge is the centerpiece of the City's four main civic plazas: Fortunato Park, The Casements and Rockefeller Gardens, Cassen Park, and Bailey Riverbridge Gardens. This state-owned road consists of pedestrian and bike lanes on either side, as well as four lanes of traffic.

Enhancing Granada Bridge through public art will not only enliven the public spaces surrounding the bridge, but also it can provide traffic calming effects, enhance safety, and serve as an outward expression of the City's identity and character. This Plan addresses the following needs in order to implement public art on Granada Bridge:

Identifies the goals for public art on the bridge

1. Responds to community input about the kind of public art that is most desirable for the bridge
2. Provides a roadmap for project implementation, from procurement to installation
3. Advises on parameters and guidelines provided by the Florida Department of Transportation (FDOT)

OUR HEARTS!

2

A VIBRANT BRIDGE FOR A VIBRANT COMMUNITY

Bridge Public Art Goals

Community Input

Public Art Typologies and Maintenance

BRIDGE PUBLIC ART GOALS

In alignment with the vision for the Downtown Ormond Beach Master Arts Plan, public art on the bridge should both reflect the character of Ormond Beach, as well as elevate the civic environment. Specific goals for Granada Bridge public art include:

Express Ormond Beach's identity

Symbolically connect the City

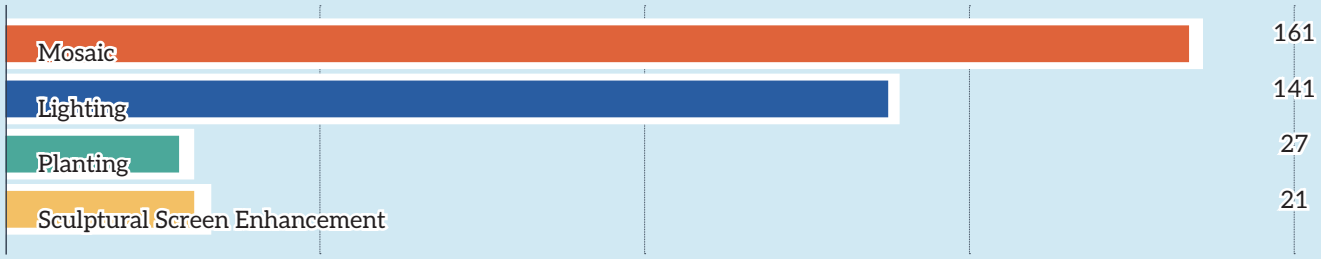
Activate Downtown Ormond Beach and its surrounding parks

Support traffic calming efforts and enhance safety

COMMUNITY INPUT

The planning team engaged the public about their preferences for public art on the bridge through in-person meetings and an online survey. Given the prominence of the bridge within the City's visual landscape, and the expressed desire to experience public art at all hours of the day, the community is most drawn to mosaic installations on the bridge, followed closely by lighting installations and installations of environmental materials. Project themes, designs, concepts, and characteristics should correspond with the information provided in the Downtown Ormond Beach Master Arts Plan in order to ensure a unified vision across the community.

WHAT KINDS OF ART WOULD YOU LIKE TO SEE ON THE GRANADA BLVD BRIDGE?



3

PUBLIC ART TYPOLOGIES

MOSAICS

Mosaics come in many shapes and sizes and include glass or ceramics. The relative flexibility of the application of mosaics responds well to many art contexts, and can be a durable, effective medium for conveying the community's character through imagery, abstract compositions, or other thematic elements. This typology would be highly visible during the day, and visibility during night would be increased with strategic uplighting, or mosaic tiles that include reflective materials. Uplighting for the artwork is not typically included in the artist's budget for such projects, but the artist should provide recommended lighting products and placement to best highlight the artwork. **Based on case studies and similarly-scaled project budgets, the planning recommends an allocation of $2-2.5 million for a mosaic project on the bridge.**

Per FDOT's design guidelines, mosaics may not be applied directly onto the bridge, but may be pre-fabricated on a structurally sound substrate and affixed to the bridge by way of anchors, or other appropriate hardware.

Ocean Springs Bridge Mosaic

Adam Nathaniel Furman. *In a River a Thousand Streams*, comm. by London School of Music at the London Bridge station

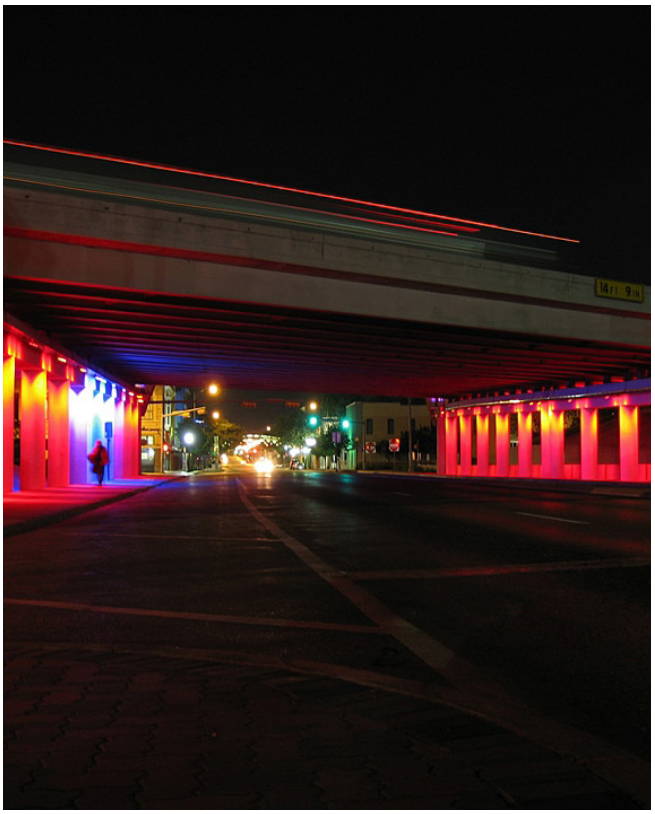
Rendering: Mosaic Placement along Granada Blvd. Bridge Walls and Piers

LIGHTING

Artists use lighting in creative and interesting ways in order to manipulate the built environment with limited physical impacts. Light installations will be artist-designed, resulting in color palettes and vibrant displays that are site-specific. This typology will dazzle the landscape outside of daytime hours, and will visually reinforce the bridge as the city's centerpiece. **Based on case studies and similarly-scaled project budgets, the planning recommends an allocation of $5-6 million for a lighting project on the bridge.**

Per FDOT's design guidelines, creative lighting projects on bridges should meet the following criteria:

- Artistic lighting can be projected onto the underside of the bridge deck and/or piers, or as recommended by the artist's engineer and approved by the Florida Department of Transportation (FDOT)
- Artwork should be visible from multiple locations, including Four Corners Parks, boats traversing the Halifax River, City Hall, and Downtown Ormond Beach
- Per FDM 127.2.4, lighting must not be directed at motorists, bicyclists, or pedestrians.
- Per FDM 127.2.5, decorative or accent lighting must not include any strobe effects, flashing lights, moving parts, or morning illumination
- Per FDM 127.2.6, CAF installations that are visible from the Interstate mainline require FHWA approval



Bill Fitz-Gibbons, Light Channels, San Antonio, Texas

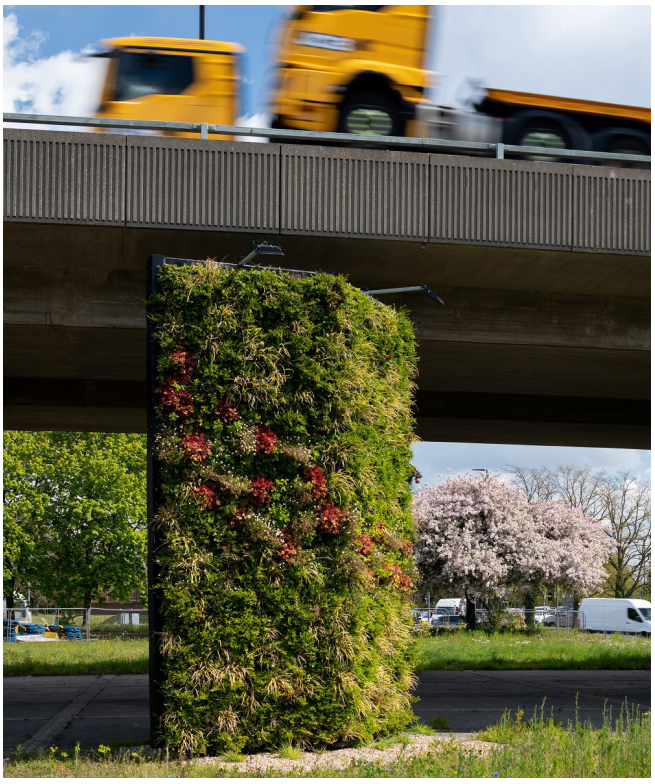
Cliff Garten, *Bridge of Land and Sky* Brookwood Overpass over Highway 26 Hillsboro, Oregon

Rendering: Lighting Under the Granada Blvd. Bridge

ENVIRONMENTAL INSTALLATIONS

Environmental art is any kind of outdoor public art that uses materials with a direct connection to nature, landscaping, or organic materials. Elements of a living wall, or vertical plant growth could be explored on the bridge's piers, but it must not obstruct FDOT access to the bridge infrastructure below it. Based on case studies and similarly-scaled project budgets, the planning recommends an allocation of $2.5-3.5 million for an environmental art installation on the bridge.

Just as with the requirements for mosaics on the bridge, per FDOT's design guidelines, a living wall or other environmental installation may not be applied directly onto the bridge, but may be pre-fabricated on a structurally sound substrate and affixed to the bridge by way of anchors, or other appropriate hardware.



Southampton, UK

Guildford Green Wall by Green over Grey

Rendering: Environmental Installations along Granada Blvd. Bridge Piers

ORMOND BEACH
FOUR CORNERS PARKS
ORMOND BEACH
FOUR CORNERS PARKS

4

PROJECT ROADMAP

Project Roadmap

PHASE 1

Project Charter, Gathering Assumptions, and Establishing Project Parameters (Weeks 0-16)

1. **Confirm approach.** Based on community feedback and artwork requirements, the City should confirm their selected typology for public art on the bridge. Given the public response to mosaics, the planning team recommends that this typology offers the most visually compelling and desirable opportunity for Granada Bridge. Mosaics are also the most conventional typology of the three identified in this plan, and will offer the most straightforward maintenance guidelines, with the widest options of material experts to implement and care for the artwork over time. To close this task, gather all necessary approvals to proceed with the confirmed approach.
2. **Confirm financial resources.** City leadership should confirm the funding source for both the artwork contract, as well as internal administrative costs. The budget should also include procurement costs, such as honorarium payments for artists who submit concepts. A sample budget is included in the appendix of this Plan for reference. To close this task, gather all necessary approvals for the budget.
3. **Confirm team.** City leadership should confirm which City Department(s) will shepherd the project from start to finish. A project manager should be assigned. If necessary, the City may want to procure the services of a public art consultant and/or a public art conservator. Duties for each member of the project team should be outlined and confirmed. The city-assigned project manager will be the liaison between the artist and FDOT; they will also be responsible for leading the project team through FDOT's required CAF approval process, which includes multiple submittals (conceptual, structural, final designs) and on- and off-site coordination meetings over the course of the project.
4. **Confirm timeline.** In consultation with the project team, the City should clarify any benchmarks or schedule constraints for the process. A sample timeline is included in the appendix of this Plan for reference.

5. **Confirm local and state laws and regulations.** The Project Manager should review the State of Florida's CCNA statutes, in consultation with the City Attorney's Office and the City's Procurement Specialist(s).
    a. CCNA Statutes: The Consultants' Competitive Negotiation Act is part of the State of Florida's Public Business Code (Title XIX), and is applicable when the services of architects, landscape architects, and engineers are procured for capital improvement projects or planning activities. If the City determines that an artist will not be the project lead for the Granada Bridge Public Art Project, then the City may be required to follow the procurement procedures outlined in the CCNA statues. The City Attorney, or the City's procurement specialist should always be consulted to ensure that all local and state regulations are met.
6. **Confirm FDOT requirements.** The Project Manager, and any other consulting City Departments, should review the following FDOT materials:
    a. Chapter 127 of the FDOT Design Manual, which outlines considerations, processes, and requirements for any enhancement installed within FDOT's right of way that is intended to represent or reflect the surrounding community's identity, culture, and values ("Community Aesthetic Feature").
    b. requirements for the Community Aesthetic Feature Agreement

PHASE 2:

Procurement (Weeks 16-41)

7. **Confirm selection method for artists, and create procurement schedule.** An Open Competition is recommended for this process, as it allows for the broadest range of possibilities for a site. In an Open Competition, any artist may submit their qualifications or proposal, subject to any requirements established by the Artist Selection Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. At this stage, the Project Manager should anticipate that the selected proposal will be presented to the City Commission for approval.

8. **Write Project RFQ.** A sample RFQ is included in the appendix of this plan. The RFQ should provide all available information necessary for an artist to gauge their qualifications for the project prior to submitting their credentials.

    ◊ **OPTIONAL: Include a draft contract as part of the RFQ packet.** Increasingly, many Cities are opting to include in RFQs draft versions of contracts for particular projects. This ensures clarity for both parties, and provides an opportunity to informally negotiate any terms of the contract as part of the proposal process.

9. **Confirm Selection Committee: For review of RFQ and RFP submissions, a selection committee should be assembled.** A jury of recognized experts will interpret and review the artist's proposals based on the selection criteria. The goals of the selection process are as follows:

    a. To satisfy the goals of a specific project or site through an appropriate artist selection.

    b. To further the mission and goals of the Downtown Ormond Beach Master Arts Plan.

    c. To select an artist or artists whose past collaborative design efforts have demonstrated a level of quality and integrity.

    d. To identify an approach to public art suitable to the goals and demands of the particular project.

    e. To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.

    f. To select an artist or artists who can work successfully as members of an overall project design team.

    g. To ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community, and the City department(s) involved.

10. **Write Project RFP.** Ahead of reviewing RFQ submissions for the project, begin drafting the RFP. The RFP issued by the City should contain links to Chapter 127 of the FDOT Design Manual, for the artists' reference as they create their concepts. A sample RFP is included in the appendix of this plan, and includes details about what information should be submitted for Selection Committee review. The RFP should include a technical bridge description, including:
    a. Year built
    b. Dimensions
    c. Bridge architectural style
    d. Activities supported by the bridge (multi-modal traffic, pedestrian activities, etc)
    e. Location
    f. History
    g. Ownership and operation
    h. Site Context
11. **Receive RFQ submissions, and review them with the Selection Committee.** The Selection Committee should identify the 3 or 4 artists from whom they would like to see artwork proposals.
12. **Finalize RFP, and release it to the identified artists.**
13. **Finalize contract.**
14. **Receive RFP submissions, and review them with the Selection Committee.** Artists will present their concepts to the Selection Committee, who will subsequently select an artist based on the following criteria:
    a. Artistic Excellence: The aesthetic significance and quality of the artwork, including the artworks transformative and distinctive qualities.
    b. Context: Artwork's appropriateness to surrounding architecture, topography, local history, and community attitudes and concerns of both the residents of the City of Ormond Beach and the surrounding community.
    c. Community Engagement: the ability to lead community engagement sessions during the design process to introduce the artwork.
    d. Durability, Safety and Permanence: The artwork is resistant to weathering and high vehicular traffic as well as structurally sustainable. The artwork must be examined for unsafe conditions, materials, or factors, as well as the potential for excessive maintenance.
    e. Site/Placement: The artwork must be integrated into the rainguard design of the oval-about.
    f. Technical Feasibility: The artist must provide convincing evidence of his or her ability to complete the artwork as proposed.

g. Past Performance: The Selection Committee will consider the artist's performance under previous contracts including success in meeting established timelines and budgets.

h. Cost Feasibility: The Committee will consider the cost feasibility and determine if the project is realistic within the specified project budget.

15. **Community Engagement.** If desired, the City may decide to conduct community engagement to gather feedback about the proposed concepts.

16. **Confirm artist selection at presentation of concept to the City Commission.** In order to ensure that the artistic integrity and the goals of the project are supported, it is recommended that the individual or team selected is, or is led by, an artist, who will carry forward the vision of the public artwork. An artist is a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as an Artist include, but are not limited to, income realized through the sole commission of Art, frequent or consistent Art exhibitions, placement of art in public institutions or museums, receipt of honors, and awards or training in the arts. Once selected, the artist must design and create artwork that:

a. is of high artistic quality

b. is appropriate to the project site

c. is of durable design and uses durable materials

d. requires minimal maintenance

e. provides maximum resistance to vandalism

f. reflects one or more of the project goals

g. complies with FDOT regulations

17. **Begin contract negotiations, then confirm the contract.** Upon the decision of the Artist Selection Committee, and with the assistance of the City Attorney's Office, the Project Manager will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions to be approved by the City and artist. The City will follow the process for contracting required by law. For some projects, the contract with the artist may be phased to include two scopes of work with separate pay schedules and deliverables. The first phase would include all design documentation, including final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline. The second phase would include all costs related to fabrication and installation.

PHASE 3:

Fabrication and Installation (Weeks 41-83, or later)

Fabrication Process Overview

The Project Manager will ensure all documents are signed and insurance coverage secured before issuing a notice to proceed and will be responsible for coordinating the artist's work to ensure the successful integration of the artwork into the project. The Project Manager will organize a meeting with all integral staff to review roles, responsibilities, and schedules.

If specified in the contract, the artist will develop design development drawings for review and approval from the City before fabrication. The Project Manager will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, the Project Manager will secure the recommendation for approval from the Committee and the appropriate departments of the City before approving said changes in writing, per the terms and conditions of the contract.

If the parties are unable to reach mutually beneficial contract terms, then the contract process will be terminated.

The Project Manager will be responsible for overseeing the installation of the artwork. The Project Manager will ensure that all the necessary requirements have been completed before interim and final invoice payments to the artist. The City shall be responsible for advising on appropriate permitting processes.

Maintenance Review

For any public art on Granada Bridge, the City of Ormond will be fully responsible for the maintenance and regular care of the artwork. FDOT will not be responsible for art work maintenance or routine care of any kind. Concurrently with the artwork procurement process for public art on Granada Bridge, it is recommended that the services of a public art conservator be retained in order to continually advise on anticipated conservation needs for the artwork over time. A trained conservator can also provide information to support the artist's fabrication practices, in order to best support the long-term maintenance of the artwork. It is best practice and highly recommended that an art conservator is contracted to give a report on the proposed artwork.

Understanding maintenance and care of public art begins before an artwork is created. During the design phase, the City and the artist will review and analyze their design proposal and advise on maintenance and operations of the artwork.

On behalf of the City, the artist will submit a Maintenance Plan to the City, who will review and then catalog any tasks associated with maintenance of the artwork.

The Maintenance Plan will enable the City to:

- Evaluate the quality and sustainability of the proposed public artwork;
- Establish maintenance requirements, assign schedules, and identify potential costs; and
- Determine if the City of Ormond Beach should accept or decline the design proposal and/or public artwork.

To produce the Maintenance Plan, the artist should examine and render an opinion on the following:

- Durability;
- Type and integrity of materials;
- Construction/fabrication technique;
- Internal supports, anchoring and joining, and footings;
- Landscaping;
- Vulnerable and delicate elements;
- Drainage of artwork;
- Potentially dangerous elements;
- Security;
- Location;
- Environment;
- Whether the design encourages/ discourages interaction; and
- Effects of skateboarding, graffiti, and any other potentially damaging activities.

The Maintenance Plan will include:

- A record of the artist's intentions for the artwork;
- Recommendations to mitigate potential problems discovered during the examination;
- Notes about how the artist would like the artwork to age;

An itemization of long-range considerations and care, highlighting maintenance and the anticipated needs for periodic conservation treatment or repairs; and

Identification of the lifespan of the artwork and a prognosis of its durability in consideration of that lifespan

Identification of the artwork as site-integrated, or part of the site and/or the architecture

Artist's Services

Following execution of the contract, the artist may begin their fabrication process, which will include a detailed feasibility and engineering study. The full scope of the artist's services, which shall be included in the executed contract, includes:

- Design a [include medium here] public artwork for the bridge in compliance with FDOT CAF requirements
- Lead a feasibility study for the implementation of their selected design, in collaboration with Florida-license engineers (structural, electrical, etc.), and provide budget assumptions for both the fabrication and installation of the project.
- Upon preliminary approval of the artwork design, work with a Florida-licensed structural engineer to furnish comprehensive engineering reports, drawings, renderings, etc. for approval by the City, Army Corps of Engineers, US Coast Guard, and FDOT.
- Collaborate with local, county, and state partners to obtain all necessary permits. Artwork must comply with FDOT Guidelines and the State of Florida Building Code. All elements attached to the structure must be designed to withstand 152 mph winds or as required by the current Florida Building Code and with an engineered anchoring system designed by a Florida licensed structural engineer.
- Lead community engagement as necessary, as directed by the City of Ormond Beach
- Deliver the artwork to the site for installation and perform artwork installation
- Create an installation plan that will not affect the structural integrity of the bridge or create a vehicular or marine traffic hazard, or a hazard to pedestrians traversing the bridge
- Outline detailed routine and long-term maintenance and care instructions for the artwork, including any of its components that attach to the bridge, as these will not be maintained by FDOT. Long-term maintenance must be minimal, as assured by the proper selection and installation of materials. Artwork design must not hinder or prevent regular FDOT bridge inspections. Artists must identify any maintenance activities that may occupy the public right-of-way.

The City and/or FDOT will furnish structural drawings of the bridge and site reports, upon selection of the artist. The City will be the applicant for any regulatory applications with FDOT, but the artist will be responsible for furnishing all necessary information, including but not limited to drawings, descriptions, renderings, list of materials, installation plans, ongoing maintenance plan, engineering documents, etc.

5

CONCLUSION

Ormond Beach is faced with a once-in-a-generation opportunity to forever shape the City's landscape as it considers its approach to enlivening Granada Bridge with public art. Through this plan, the City is well-equipped to implement the community's vision for an engaging, vibrant, and unique artwork that will be an outward expression of the City's values, people, and history.

ORMOND BEACH

DOWNTOWN MASTER ARTS PLAN

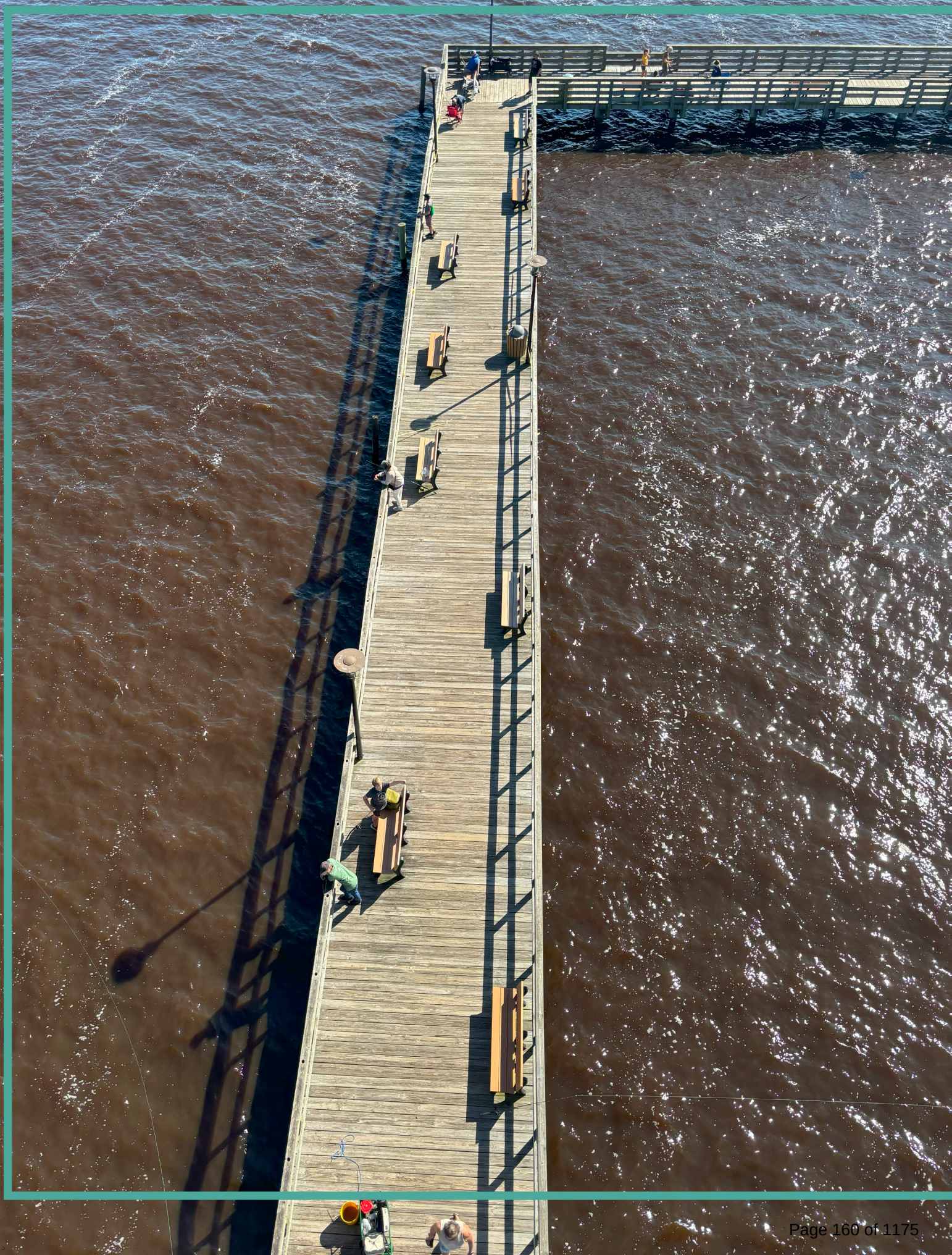
APPENDIX

A

DOWNTOWN APPENDIX

Sample Public Art Policy

Sample Public Art Ordinance, with AIPP funding strategies



B

BRIDGE APPENDIX

Sample Timeline

Sample Budget

Sample RFQ

Sample RFP

Sample Contract

Case Studies

FDM Submittal Form

FDM Chapter 127, 215, and 231

Ormond Beach, Florida
PUBLIC ART PROGRAM POLICY
EFFECTIVE [ ]

Introduction **2**
Definitions 2
Roles and Responsibilities **6**
Ormond Beach Mayor & City Commission 6
Ormond Beach Arts District Board 6
Public Art Coordinator 7
City Staff 8
Collection Management **8**
Donations 9
Donation Requirements 9
Donation Proposal Procedures and Review Process 9
Ownership 10
Criteria for Evaluation 10
Memorial Gifts 11
Acceptance and Accession of the Artwork 11
Removal, Relocation, or Deaccession of the Artwork 12
Art on Loan or Temporary Display on City-owned Property 12
Maintenance 14
Maintenance Guidelines for Acquiring New Works 14
Deaccession 15
Removal from Public Display 15
Provision for Emergency Removal 15
Criteria for Deaccession 16
Application Process 17
Review Process 17
Public Art Program Update **20**
Use of Funds **21**
Public Art Acquisition **22**
Goals of the Selection Process 22
Artist Selection Methods for Acquiring Existing Artwork 23
Artist Selection Methods for Commissioning New Artwork 23
Artist Services Procurement 24
Artist Selection Process for Artwork Acquisition (Existing Artwork and Newly-Commissioned Art) 24
Purpose and Responsibilities 24
Artist Selection Committee 25
Project Implementation Process for Site- Specific Artworks 26

DRAFT

Mural Guidelines **28**
Introduction 28
Publicly-Owned Murals 28
Mural Design Considerations 28
Mural Easements 29
RFQ Artist Selection 29
Mural Implementation 30
Private Murals on Private Property 30

DRAFT

Introduction

The purpose of this policy is to establish a program for public art in the City of Ormond Beach, Florida. This policy establishes guidelines to ensure a consistent decision-making process related to the acceptance, placement, display, and long-term maintenance of public art funded in-full or in-part by the City, and/or public installed on City-owned, City-leased, or City-managed property. This policy shall have no effect upon the zoning ordinance or any regulation promulgated by the City. The following elements have been considered in developing a public art policy for the City:

A. Develop a dynamic, high quality collection of public artworks for the City and its residents
B. Involve artists of diverse backgrounds
C. Provide opportunities for artists to advance their art practice through temporary and permanent public artwork opportunities
D. Enhance economic development and cultural tourism
E. Foster an understanding of public art and encourage public dialogue

The Policy includes the following sections: Roles & Responsibilities; Collection Management; Public Art Program Update; Use of Funds; Public Art Acquisition; Mural Guidelines. Collectively the Policy administers the Public Art Plan and regulates Public Art.

Definitions

For these policies, the following terms, phrases, words, and their derivation shall have the meaning given herein:

Accession, when used herein, shall mean a procedure for the acceptance of artwork into the Public Art Collection.

Artist, when used herein, shall mean an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, public performances, past public commissions, sale of works, exhibition record, publications, and/or production of artwork. The members of the architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by these policies shall not be considered artists for the purposes of these policies.

City, when used herein, shall mean the City of Ormond Beach, Florida.

Creative amenity, when used herein, shall mean non-standardized enhancements made to public space.

Commissioned Public Art, when used herein, shall mean permanent or temporary public art that is either solicited by the City (such as through a Request for Proposals or Call for Artists) as part of a City Commission-approved public art program or project or planned as part of another

DRAFT

City project (such as a development) and is paid for in whole or in part by City funds or City-obtained grant funding. Commissioned Public Art is artwork whose existence or creation was requested and/or funded by the Ormond Beach Public Art Program.

Deaccession, when used herein, shall mean a procedure for the withdrawal of artwork from the collection and the determination of its future disposition.

Donation or **Gift**, when used herein, shall mean any of the following: monetary (cash) contribution; endowment; personal property; real property; financial securities; equipment; in-kind goods or services; or any other asset the City accepts and for which the donor has received no goods or services in return, other than private acknowledgement of the donation or gift, if desired by the donor, notation of the gift on a City maintained record, which shall not be publicized but which is a public record, and the placement of a small plaque on the donated item, if desired by the donor. The terms "donations" and "gift" shall be synonymous in the context of this policy.

Donor, when used herein, shall mean an individual, group, organization, or other legal entity that proposes or provides a donation or gift to the City

Historic or civic objects, when used herein, shall mean an object that is historically or civically significant.

Lender, when used herein, shall mean an individual, group, organization, or other legal entity that proposes or provides a loan of artwork to the City

Life Spans

- **Temporary:** 0-2 years
- **Short term:** 2-10 years
- **Medium term** 10-25 years
- **Long term** 25+ years

Loaned Public Art, when used herein, shall mean temporary public art that is loaned to the City by a third party for display on public property for an agreed upon period.

Mural, when used herein, means a singular work of Public Art hand-painted, hand-tiled, or digitally printed (with property owner approval) on a building, structure, fence, or other object within public view. Its primary intent is to be artistic in nature, rather than purely information, creative signage and commercial signage. The work shall not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service; and shall not promote a specific political party or candidate.

Public Art Collection or Collection, when used herein, shall mean art objects owned by the City of Ormond Beach, Florida, its agencies and authorities. Permanent Public Art must be located in a public place with public visibility, accessibility, and impact and shall have a permanence comparable to associated capital projects.

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Public Art Coordinator or Coordinator, when used herein, shall mean the Public Art Program Coordinator as determined by the City of Ormond Beach.

Public Art Program, when used herein, shall mean the Public Art Program of the City of Ormond Beach, Florida. The Public Art Program intends to promote private and public programs to further the development and public awareness of, and interest in, the visual arts and fine crafts and encourage the integration of art into the architecture of municipal structures and commercial development projects in the City

Ormond Beach Arts District Board, or ***Board***, when used herein, shall mean a Board advising on matters pertaining to the City of Ormond Beach's Public Art Collection when the City is funding the creation or acquisition of new artwork in public spaces. The Board is committed to promoting awareness, access, and appreciation of public art for the City of Ormond Beach. The Board also provides recommendations for public art placement in the City of Ormond Beach and facilitates administrative duties required for the Public Art Program.

Public Art, when used herein, shall mean any of the following:

- sculpture, statues or monuments in any material or combination of materials;
- painting;
- murals;
- graphic arts including printmaking and drawing;
- photography;
- crafts in clay, fiber and textiles, wood, metal, plastics, glass and other materials;
- mixed-media, any combination of forms or media, including collage;
- performing arts;
- functional art such as street furniture, as defined by the Ormond Beach Public Art Program;
- environmental art consisting of landforms and artistic landscape composition, or artwork created from natural (non-man made) materials.

The term "Public Art" does **not** include:

- reproductions by mechanical or other means of original works of art, except for limited editions, controlled by the artist, of original prints, cast sculptures, photographs or other works of art;
- decorative, ornamental, or functional elements which are designed by a building architect or consultants engaged by the architect which are a traditional and typical element of architectural functionality or code standards;
- elements generally considered to be conventional components of a landscape architectural functionality or code standards including, but not limited to, plant materials, pools, paths, benches, receptacles, fixtures and planters;
- "Art objects" which are mass produced or of a standard design, such as playground sculpture or fountains, except pieces of historical significance to Ormond Beach;

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- directional or other functional elements, such as supergraphics, signage, color coding and maps, except where sculptural pieces are used to define gateways in Ormond Beach;
- electrical, water or mechanical service for activation of the work;
- exhibitions and educational programs related to the work;
- and art that displays slogans, logos, mascots or commercial advertising.

Public Art Policy or Policy, when used herein, shall mean the policies recommended by the City Manager and approved by the City Commission for the administration of the Public Art Plan.

Public Art Plan or ***Plan*** when used herein shall mean the Public Art Plan of the City of Ormond Beach, Florida that pertains to public art and culture, as it exists or may be amended. The Plan shall provide a process for the systematic selection and acquisition of pieces of artwork and locations of art to be included in public spaces.

Public space, when used herein, shall mean any area or property (public or private) which is accessible or visible to the general public a minimum of 8 hours per business day.

Publicly-owned land, when used herein, shall mean any land open to the public and managed by either 1) the City of Ormond Beach, Florida; or 2) a public entity that has a shared use agreement with the City of Ormond Beach, Florida.

Public Art Program Update, when used herein, shall mean an annual document that outlines projects that are in-progress and will be initiated in coming fiscal years.

Purchased Public Art, when used herein, shall mean permanent or temporary public art that is either solicited by the City (such as through a Request for Proposals or Call for Artists) as part of a City Comission-approved public art program or project or planned as part of another City project (such as a development) and is paid for in whole or in part by City funds or City-obtained grant funding. Purchased Public Art is artwork that existed prior to its purchase by the Ormond Beach Public Art Program.

Relocation, when used herein, shall mean a procedure for the movement of an artwork from one location to another.

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Roles and Responsibilities

The Department of Planning administers the City of Ormond Beach's Public Art Program, and may require partnership among several City Departments, including, without limitation, Parks, Recreation and Community Resources; Power, Public Works, and Stormwater; and Development. Day-to-day responsibilities for the program will ultimately reside with the Public Art Coordinator, and are outlined below in the Public Art Policy. The Public Art Coordinator may be a City staff member or an outside consultant, and has an oversight role for all of the public art projects executed within the City. The Public Art Coordinator will collaborate with City staff or outside contractors to execute projects.

Ormond Beach Mayor & City Commission

As the community's elected officials, the Mayor and City Commission members are ultimately responsible for the outcomes of the Public Art Program.

Ormond Beach Arts District Board

The Ormond Beach Arts District Board advises on matters pertaining to the City of Ormond Beach's Public Art Collection and related programming, wherein the City is funding the creation or acquisition of new artwork in public space, as defined above. The Ormond Beach Arts District Board serves as a recommending body to the City Commission. The Public Art Coordinator will oversee the Ormond Beach Arts District Board, organize meetings, and prepare agenda items for review. The Board's general responsibilities include:

1. Promote the City's public art to residents and visitors.
2. Propose public art projects for the City to consider.
3. Recommend sites for public art projects.
4. Review and make recommendations on city-commissioned or purchased artwork, donations, or loan submissions.
5. Review and make recommendations for artwork relocation or removal.
6. Provide input on public art policies and procedures.
7. Develop an annual Public Art Program Update, in consultation with the Mayor, City staff, and/or consultants that outlines what projects will be initiated in the coming fiscal year.
8. Develop a regular Public Art Plan, in consultation with the Mayor, City staff, and/or consultants that outlines what projects will be initiated in coming fiscal years

Membership may be terminated by either the Mayor or member at any time. The Mayor will appoint a member of City Commission liaison to preside over the Ormond Beach Arts District Board as a non-voting member for a term not to exceed their current political term term.

The following qualifications should be considered when appointing the members of the Board.

1. One or more artists;
2. One or more arts professionals;

3. One or more members of local arts organizations;
4. One community member with an interest in the arts; and
5. One design professional.

While serving on the Ormond Beach Arts District Board, no member may participate in a discussion, decision, or recommendation on any matter affecting a person, entity, or property in which that member has an interest, including situations where the member is reasonably likely to receive a direct or indirect economic effect or consequence. Any member with a conflict of interest relating to any public art proposals, submissions, or inquiries will declare such a conflict and recuse themselves from any discussion on the subject including discussions outside of scheduled meetings. Any member serving on the Board is ineligible for a public art project by the City of Ormond Beach during their membership and for an entire year following the termination of their service.

Public Art Coordinator

The Public Art Coordinator serves as a central point of contact and plays a key role in the administration of the City's Public Art Program. This staff and/or consultant position will collaborate with various City departments to ensure the processes outlined in the Public Art Policy are carried out efficiently and appropriately. Their responsibilities encompass various aspects of public art processes, including planning, collaboration, artist selection, project management, and art acquisition.

The City Manager will determine appropriate staffing structure to oversee citywide public art activities and manage the Public Art Program. Additional staff resources or outside consultants may be required to assist in implementing projects, particularly those of a larger scale. Responsibilities shall include, but are not limited to:

1. Work with various departments to develop potential projects for inclusion in the Public Art Program Update.
2. Coordination with other city planning efforts.
3. Present the Public Art Program Update as part of the City’s regular budget process to the City Commission.
4. Coordinate and manage the Board and its monthly meetings.
5. Coordinate with Board to ascertain advice on any matter pertaining to public art, including:
    a. preparing and presenting the Public Art Program Update to the Board and City Commission;
    b. artist selection juries and process;
    c. purchase of artworks;
    d. commission and placement of artworks; and
    e. public art programming;
6. Coordinate the hiring of an outside consultant or agency to administer public art projects as needed.
7. Ensure various city departments are following the City’s Public Art Policy.

DRAFT

8. Develop and maintain an inventory and documentation of the City's collection of public art.
9. Assist with periodically surveying public art to determine if works require maintenance or other attention.

City Staff

City staff members, particularly department heads, should look for opportunities to include public art throughout the city, particularly in locations identified as priorities in this plan. City Staff should also coordinate with the Public Art Coordinator for inclusion of projects within the Program Update and report.

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Collection Management

The City of Ormond Beach acquires artworks by purchase, commission, and donation. Processes for these acquisitions are dictated by the Acquisition and Donation sections found in this section. Artwork acquired through these processes are considered to have been accessioned into the City's Public Art Collection. They must be cared for in accordance with the policies and Procedure for Maintenance and the Collection Management policies. Artwork in the City's possession that were acquired outside of or before these policies may not be accessioned pieces of the Public Art Collection and thus may not be subject to the Collection Management policies. The Collection Management policies are intended to maintain the value of the City's Public Art Collection and guard against the arbitrary disposal of any of its pieces.

Objectives

- Maintain a Collection management program that results in a high-quality, city-owned Collection;
- Eliminate artwork that is unsafe, not repairable, or no longer meets the needs of the City of Ormond Beach;
- Care for loaned artworks with the same standards and policies extended to the City's Public Art Collection;
- Respect the creative rights of artists; and
- Support an efficient workload for staff.

Donations

Requests to donate artwork to the City may be considered on a case-by-case basis, where the City has established in advance, and publicized, a need, project, or location in which an art donation may be included. Requests for consideration shall be made to the Public Art Coordinator The City has no obligation to accept a proposed Donation.

Donation Requirements

The City will consider donations on the following basis:

- The donation contributes to and enhances the City's Collection;
- The donation meets a high standard of quality and is appropriate and meaningful to the community;
- The donation follows required City procedures, including the submission of a Donation Proposal and a Maintenance Plan. Donation Proposal requirements are included in these policies. The requirements for the Maintenance Plan can be found in Procedure for Maintenance policies below;
- The donation proposal includes a plan to fund and deliver ongoing operations and maintenance – or the resolution accepting the public art must identify how maintenance will be funded; and
- The donation proposal is reviewed and endorsed by the Board and approved by the City of Ormond Beach.

DRAFT

The City will not accept a donation of artwork until all funds for development, fabrication, siting, and installation have been secured. The City will consider the following types of donation proposals for artworks for City-owned property:

- An already completed artwork; or
- A commissioned artwork by a specific artist or artists to be created especially for City-owned property.

Donation Proposal Procedures and Review Process

Formal requests to donate artwork to the City of Ormond Beach are made to the Public Art Coordinator.

1. The donor shall complete an Art Donation Agreement Application (donor form) and submit the form to the Public Art Coordinator.
2. Following a positive initial review by a City employee designated by the City Manager, the City will contact the Ormond Beach Arts District Board, which will evaluate the donation request to determine the appropriateness of the donation as measured by approval criteria and provide a written recommendation to the City Commission.
3. The City will then determine whether to accept the donation.
4. The City will notify the donor in writing, identifying final conditions if approval is granted.

Ownership

Once the City accepts a gift, the City shall be the sole owner of the donated item and will have the right, in its sole and absolute discretion, to deaccession any donated item without providing notice to or obtaining the donor's consent.

Criteria for Evaluation

Elements will include, but will not be limited to, the following:

1. **City-owned Property** – Donated public artwork must be suitable for public display on City-owned or City-managed property, and will be publicly accessible;
2. **Relevance and Site Context** – Works of art must be appropriate for the proposed location and its surroundings and/or complement the architecture, topography, history, and social dynamic of the location in which it is placed;
3. **Artist and Artwork Quality** – The artist demonstrates the ability and potential to execute the proposed artwork based on previous artistic achievement and experience. Duplication of work will also be considered. The artwork must enhance the City's Collection;
4. **Physical Durability** – The artwork will be assessed for long term durability against theft, vandalism, and weather;
5. **Public Safety and Liability** – The artwork will be assessed for any public safety concerns, as well as for any potential liabilities for the City;
6. **Sustainability** – Consideration will be given to the environmental impact and sustainability of the proposed artwork, including its operations and maintenance requirements/costs; and

DRAFT

7. **Legal** – Proposed terms of donation, legal title, copyright authenticity, artist's right to reproduce, liability, and other issues as deemed appropriate will be considered.
8. **Originality** - Works of art should be an original design unless it is decided that the work will enhance and complement the character of the surrounding area.
9. **Compliance with Sign Code** - Proposed artwork should feature no copy, lettering, symbols, or any references directly promoting any product, business, or service unless such images are discreet and do not detract from the artwork. Sponsor and artist names may be incorporated in murals but should be discreet and not exceed 5% of the design.
10. **Supporting Costs** - The City's preference is for donors and loaners to provide financial support for public art projects. Donations and loans are an important tool for growing the public arts in Ormond Beach and they foster civic pride by providing people and businesses the opportunity to shape the public environment. Projects should identify sponsorship. All requests for use of City funds for production, siting, installation or ongoing operations and maintenance of the work must be approved by City Commission.
11. **Installation and Maintenance** - Any applicant for public art should present a reasonable plan to install and remove (or preserve) the work. The maintenance plan agreed upon between the artist, business owner, and/or property owner should adequately make arrangements to preserve and, if necessary, restore the quality of work during its exhibition. Elements of a thorough maintenance plan would include:
    i. Lifespan of artwork and prognosis of durability in consideration of that lifespan.
    ii. Routine cleaning protocols, methods, cleaning agents, and frequency.
    iii. Itemization of long-range considerations and care, highlighting maintenance and the anticipated need for periodic conservation treatment or repairs.
    iv. Specifications of materials used in fabrication.
    v. Guarantee against failures of workmanship over an agreed upon period of time.
    vi. Assignment of manufacturers or fabricators warranties to the owner of the artwork.

Memorial Gifts

Memorial gifts will have an additional review process, which will include, but will not be limited to, the following:

1. **Timeframe** – The person or historical event memorialized must be deemed significant enough to merit such an honor. If the artwork portrays a person in their likeness, the person so honored will have been deceased for a minimum of five years before consideration. The City reserves the right to remove memorials at any time should the City deem it necessary;
2. **Community Value and Timelessness** – The art selected represents broad community values and timeless qualities that will be meaningful to future generations; and
3. **Location** – The location under consideration is an appropriate setting for the memorial; generally, there should be some specific geographic justification for the memorial being located within a particular site.

Acceptance and Accession of the Artwork

City staff should refer to City of Ormond Beach Purchasing Policy, prior to finalizing the accession process, as proposed donations may require City Commission acceptance.

If the proposal is accepted by the City of Ormond Beach, a formal agreement will be negotiated outlining the responsibilities of each party (the City, the sponsor(s), the artist, and outside contractors, where applicable).

The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary.

The City of Ormond Beach will be the owner of the artwork and reserves the right to remove or alter the work to ensure public safety or because of any other City concerns. The City upholds copyright law and the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A). Any changes will be made in consultation with the artist and sponsor(s) when possible, or notification will be provided.

The completed and installed artwork will be accessioned and added to the City's inventory list and master database with all accompanying documentation.

Removal, Relocation, or Deaccession of the Artwork

In accepting a donation of artwork, the City of Ormond Beach will not be bound by any agreement with the donor that restricts the City's ability to act in the best interest of the City of Ormond Beach. Nothing in the acceptance of a donation of artwork shall prevent the City from approving subsequent removal, relocation, or deaccessioning of such donations if it serves the City's best interest to do so. The City will deaccession and dispose of works of art in its Collection in accordance with the Collection Management policies.

Art on Loan or Temporary Display on City-owned Property

Art on loan, or art on temporary display on City-owned property, must meet the Donation Requirements above, follow the Donation Proposal Procedures 1-11 above, and be reviewed through the Donation Proposal Review Process. Art on loan or art on temporary display on City-owned property must not be accessioned or added to the City's inventory list and master database. The City shall determine whether an expenditure of City funds, either a direct outlay of City funds or the use of City sources and materials, is associated with or required by acceptance of the loan prior to acceptance. The City may accept loaned public art from organizations and residents outside of the city.

All incoming loans should be documented and monitored in accordance with the same detailed procedures the government objects in Ormond Beach's Public Art Collection. Loans must be documented by written loan agreements between the lender and the City, which should be signed by the lender prior to delivery and/or installation of the work to the City.

Upon City approval of a loaned artwork, the lender must sign an Art Loan Agreement with the City. The agreement should include:

- Term of Loans
    - Loan agreements shall be for a minimum of six months and a maximum of two years, with a provision for up to one year extension with written approval from the lender and the City. When determining the duration of a loan and its duration for display, Lenders and the City should consider an object's material conditions, display location, and display context.
    - At the end of the term of loan, the lender will be granted up to six additional weeks for the removal of the artwork from the site on which it resides.
- Costs
    - The lender will be responsible for all costs associated with the loaned artwork, including but not limited to costs of transportation, installation, maintenance, removal, and repair (if needed).
    - The City will provide site maintenance as well as assistance with installation and removal, under the supervision of the lender or lender's representative. The City shall not be held responsible for any damage to the artwork while it is on loan.
- Installation
    - Artwork must be installed in accordance with requirements from City staff.
- Insurance
    - The City will not assume responsibility for damage or theft of artwork that is on display in accordance with this policy.
    - The lender will acknowledge that a risk of damage, loss, vandalism, or theft is inherent in a public display.
    - The lender must furnish satisfactory evidence of liability insurance by submitting a Certificate of Insurance, Additional Insured Endorsement listing the City, and Waiver of Subrogation. With approval from City Administration, the liability insurance requirement can be waived if the lender signed an Art Loan Release of Liability form.
- Maintenance
    - A representative of the Planning Department, the Maintenance Division of the Public Works Department, and the Ormond Beach Arts District Board will make periodic inspections of the work of art after acceptance by the City Commission. Inspections shall be made at intervals deemed appropriate by the Planning Director or their assignee. The need for maintenance or repairs of the Loaned Public Art may be reported by the staff of any City department or office, the Board, members of the Board, and citizens.
    - The Loaned Public Art and surrounding site shall be kept in a clean and orderly condition and in accordance with Collection Management policies and the terms and conditions of the agreement, if one exists, between the lender and the City.
    - The lender or his or her designated representative will be utilized to make recommendations regarding the care and maintenance of the work of art when deemed appropriate by the City. A visual arts specialist or art conservator

DRAFT

should be consulted if the artist or designated representative is not available to advise on the necessary care requirements.
    - The Planning Department shall be responsible for carrying out the lender's advice on such care requirements and for determining such requirements when the artist/donor is unavailable.
    - Prior to accepting the Loaned Public Art, the lender will provide the City with a condition inspection report.
    - Vandalism or other damage to the Loaned Public Art shall be reported to the Ormond Beach Police Department and/or the Planning Department.
    - The lender shall pay the cost of maintaining the Loaned Public Art, unless otherwise provided in the written agreement between the lender and the City.
- Removal
    - Lenders are required to remove Loaned Public Art by the agreed termination date. The City does not accept responsibility for Loaned Public Art not removed within the designated time frame. Any piece of art that is not removed by the deadline shall be treated as abandoned property
    - Loaned Public Art may be removed from City property in accordance with the Deaccession section of this policy.

Maintenance

The City of Ormond Beach will administer the maintenance of the City's Collection with advice from the Public Art Coordinator and other outside partners through yearly evaluation and planning for the care of the existing Collection.

This section addresses:

- Accessioning and inventorying the City's Collection of public art;
- Conducting a biennial Survey and Condition Assessments of all work in the Collection;
- Preparing a biennial Public Art Maintenance Plan; and
- Overseeing routine maintenance and special conservation treatment of the City's Collection.

Every five years, the City of Ormond Beach will assess the condition of all public art with a qualified professional conservator and develop a prioritized list of works in need of conservation or maintenance. This list will be the basis of the biennial Public Art Maintenance Plan.

Under this plan, trained contractors may carry out routine maintenance. For work in need of a higher level of maintenance, specialized care, or conservation treatment, the Program will utilize the maintenance funds available held in the General Fund.

Maintenance Guidelines for Acquiring New Works

Maintenance Plan

As described in the Acquisition policy, all acquired artworks must have a maintenance plan developed.

Utilization of the Maintenance Plan
The Maintenance Plan will be used to:

- Advise the Board, appropriate City staff, and others who must review and approve design proposals or accept or decline donated artwork;
- Troubleshoot the production of construction drawings, the fabrication of the artwork, and the preparation of the site;
- Follow-up on the artist's recommendations; and
- Refer to during the post-fabrication/installation inspection to prepare a final report and a punch-list to complete the project.

The City of Ormond Beach, professional conservators, and artists will strive to address the recommendations in the Maintenance Plan without unduly interfering with the aesthetic intent of the proposed public art.

Post Fabrication/Installation Inspection
The Post-Fabrication/Installation Inspection conducted by City staff will be based upon and follow-up on the Maintenance Plan that was developed during the design phase. It will include the following:

- Ensure that recommendations made in the Maintenance Plan and during fabrication were followed;
- Confirm that the artwork is executed as proposed and agreed upon;
- Confirm that there are no missing or incomplete elements;
- Establish that materials quality and stability are acceptable;
- Establish that fabrication quality and stability are acceptable;
- Confirm that installation is stable and secure;
- Confirm that stainless steel is fully and properly "passivated";
- Confirm that, if required, protective coatings have been applied;
- Ensure that warranties for electronic and other media are submitted as necessary;
- Identify any remaining vulnerabilities;
- Confirm no new damage resulting from installation process;
- Ensure that the maintenance and operations plan is accurate; amend as needed; and
- Confirm that the plaque/public notice meets program policies and is properly installed.

Deaccession

Removal from Public Display

Requests to deaccession artwork to the City may be considered on a case-by-case basis. Requests for consideration shall be made through the Public Art Coordinator to the Board, based on the deaccession criteria below.

If the artwork is removed from public display, and the removal is not an emergency removal, then the City of Ormond Beach may consider the following options for deaccession:

- Relocation: If the Board recommends that an artwork must be removed from its original site, and if its condition is such that it can be re-installed, the Board will attempt to identify another appropriate site. If the artwork was designed for a specific site, the Board will attempt to relocate the work to a new site consistent with the artist's intention. If possible, the artist's assistance will be requested to help make this determination. The City may, as necessary or appropriate, transfer City-owned public art from one public site to another, transfer public art to storage, or make a temporary loan of public art to another agency or organization.
- Store artwork until a new site has been identified or the City decides to deaccession the artwork.
- Sell or trade the artwork after deaccession.

If an artwork's Agreement specifies terms of deaccession, then the City shall dispose of the work accordingly. Once deaccessioned from the City's collection, a work may not be installed on City property.

Provision for Emergency Removal

In the event that the structural integrity or condition of an artwork is such that the artwork presents an imminent threat to public safety, the City Manager may authorize immediate removal without the artist's consent, and have the artwork placed in temporary storage. If the Artist's agreement with the City has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A), then the City must notify the artist of this action within 30 days. The City will then consider options for repair, reinstallation, maintenance provisions or deaccessioning. The City is not obligated to repair, reinstall, and/or replace temporary artworks (including but not limited to utility box wraps, murals, etc.) that have been removed either as a result of the Provision for Emergency Removal, or due to inadvertent damage or destruction.

In the event that the artwork cannot be removed without being altered, modified, or destroyed, and if the Artist's agreement with the City has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A), the City must attempt to gain written permission before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the City shall proceed according to the advice of the City Attorney.

Criteria for Deaccession

The following may be grounds for the City to deaccession public art from City-owned or controlled property, for one or more of the following reasons:

1. An artwork is not, or is only rarely, on display because of lack of a suitable site.
2. The condition or security of the artwork cannot be reasonably guaranteed
3. The artwork has been damaged or has deteriorated and repair is impractical or unfeasible.
4. The physical structure of the artwork endangers public safety.

5. The public art was stolen from its location and cannot be retrieved.
6. In the case of site specific artwork, the artwork's integrity or relationship to the site is altered because of significant changes in the use, character, or design of the site
7. The artwork has been determined to be incompatible within the context of the collection.
8. The City of Ormond Beach wishes to replace the artwork with work of more significance by the same artist.
9. Maintenance costs are higher than anticipated
10. Faults of design or workmanship make repair or remedy impractical or unfeasible.
11. The City of Ormond Beach has approved necessary site alterations
12. Written request from the artist or donor.
13. Significant, adverse public reaction has continued unabated over an extended period of time.
14. The artwork has become publicly associated with racism, sexism, homophobia, xenophobia, acts of assault or violence, or other offensive themes.
15. The City Commission has determined that it is in the best interest of the City to remove the public art.

Integrity of Artworks

The Ormond Beach Public Art Program will seek to ensure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A).

Access to Artworks

The City will seek to assure continuing access to artworks by the public. However, the City may limit availability due to circumstances such as funding, public safety, display space, and deaccession processes.

Life Spans

An artwork's life span is either the amount of time its materiality will allow it to be displayed (either for artwork safety or artwork integrity reasons), or the object's display period, as determined by a contract between the City and the artist, whichever is shorter. Life spans assigned to the work during the commissioning process will be considered as part of requests for deaccession or removal. For artworks that have not been assigned a life span, the Public Art Coordinator may engage experts to assist in assigning the artwork a life span, based on the life expectancy of the artwork's materials and fabrication methods, and/or the programming priorities of the Board.

Temporary: 0 - 2 years
Short Term: 3 -10 years
Medium-Term 11 - 25 years
Long-Term 26+ years

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Application Process

Preliminary Request
Permanent artworks must be in place for at least five years before deaccession or relocation requests will be considered unless matters of public safety necessitate the removal. Deaccession or relocation requests may be submitted by the public.

Deaccession and Removal Form
Applicants will be required to submit a written request to City staff, or the appropriate representative for consideration of deaccession or removal of artwork.

Review Process

In consultation with the Board, the Public Art Coordinator will review requests and decide on either deaccession or relocation.

Public Meeting
The City may hold a public meeting to gather community feedback on a proposed deaccession or removal, unless the removal is an emergency. The City may also decide to hold additional public meetings or gather community input through other methods. The City may seek additional information regarding the work from the artists, galleries, curators, appraisers, or other professionals before making a recommendation.

Artist Involvement
If deaccession or removal is recommended, the artist (if available) will be contacted and invited to provide input to the City. The artist's contract and other agreements or pertinent documents will be reviewed and sent to the City Attorney's Office for final approval.

Recommendation
The Public Art Coordinator will prepare a report and consult with the City Attorney, as necessary. City staff's recommendation may include dismissing the request and/or modifying, relocating, selling, donating, disposing, or storing the artwork.

The Public Art Coordinator will provide all relevant correspondence including, but not limited to:

1. Artist's Name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's Statement about the Artwork named in Deaccession or Relocation Request (if possible)
4. A description of the selection process and all related costs that was implemented at the time the Artwork was selected.
5. A formal appraisal of the Artwork (if possible)
6. Information regarding the origin, history, and past ownership of the Artwork
7. Information about the condition of the Artwork and the estimated cost of its conservation.
8. Information and images of the Artwork's site

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9. Any information gained from the public meeting held about the deaccession and removal of the work.
10. Feedback from the City Department responsible for operating and maintaining the Artwork.
11. Detailed budget for all aspects of conservation, maintenance, repair, installation, operation, insurance, storage, and City Staff support.
12. The Artist's contract with the City.

City staff can recommend one or more of the following methods for an artwork's deaccession:

1. Sale or Exchange - sale shall comply with the Florida of Florida and City of Ormond Beach laws and policies governing the sale of municipal property.
    a. Artist, or estate of the artist, will be given the first option to purchase or exchange the artwork(s).
    b. Sale may be through auction, gallery resale, direct bidding by individuals, or other forms of sale in compliance with the Florida of Florida and City of Ormond Beach law and policies governing surplus property.
    c. Exchange may be through an artist, gallery, museum or other institution for one or more artwork(s) of comparable value by the same artist.
    d. No works of art shall be traded or given to Board members or City of Ormond Beach staff.
    e. Proceeds from the sale of artwork shall be placed in an Ormond Beach account designated for public art purposes. Any pre-existing contractual agreements between the artist and the City regarding resale shall be honored. An exception to these provisions may be required if the artwork was originally purchased with funds that carried with them some restriction, for example, bond funds for street and sidewalk improvements, in which case the proceeds shall be placed in an account designated for art allowed under similar restriction(s).

2. Destruction of Artwork – if artwork is deteriorated or damaged beyond repair or deemed of negligible value.
3. If the City of Ormond Beach is unable to dispose of the artwork in the manner outlined above, the Public Art Coordinator may recommend the donation of the artwork to a non-profit organization or another method.

Costs

If deaccession or relocation accommodates the applicant's interests or project, they may be required to cover the deaccession or relocation at no cost to the City.

Conflict Of Interest

No works of art shall be given or otherwise transferred publicly or privately to officers, directors, or employees or staff of the City of Ormond Beach or their immediate families or representatives of the City of Ormond Beach.

Compliance With Applicable Policies And Regulations

Deaccession and relocation of artwork will be done in a manner that complies with all other applicable City of Ormond Beach, State of Florida, and federal procedures, policies, and regulations.

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Existing Public Art Pieces At Time Of Policy Adoption

Existing public art pieces on City-owned property should be evaluated using the accession criteria to ensure that it is appropriate for the City to continue owning and maintaining the artwork. If it does not meet the accession criteria, then the piece will not be accessioned into the Ormond Beach Public Art Collection.

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Public Art Program Update

What is the Public Art Program Update?
The Public Art Program Update is a document that outlines in-process projects, and projects will be initiated in the coming fiscal year(s). The Program Update is one of the most crucial elements of the Public Art Program. It creates a roadmap and allows for the input of community members, elected officials, and others who care deeply about public art in Ormond Beach.

The Public Art Coordinator will develop the Update in consultation with staff and the Board and submit it as part of the budget for review and approval.

The following steps will be taken to develop the Public Art Program Update:

1. Work with City Departments to determine the availability of funds for the upcoming year(s).
2. Identify projects to be paid for by identified funding, including acquisition and maintenance.
3. Develop a draft Public Art Program Update that will include locations, goals, and budgets for public art projects and programs for staff review.
4. Present the Update as part of the City budget approval.
5. Integrate feedback from City Commission to determine the final Program Update.
6. Report on the use of funds collected to support the Public Art Program to and increase the amount of art in the City that is available to the public.

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Use of Funds

Funding for the Ormond Beach Public Art Program may come from:

- the General Fund;
- the City's Capital Improvement Fund;
- grants and/or contributions from private entities;
- other public agencies;
- philanthropic sources; or
- through other sources as deemed appropriate by the City.

Appropriate Uses of Funds

The public art funds may be spent for:

- Calls for Entry, RFQ's/RFP's, concept designs, maquettes, juror stipends, and other costs related to competitions and commissions
- Artist fees including travel stipends and expenses related to travel;
- Artwork fabrication and installation;
- Site preparation and cleanup;
- Acquisition of existing works of art;
- Relocation of existing or commissioned works of art;
- Required permits and insurance during the fabrication and installation of the artwork;
- Informational/promotional materials and public events directly related to the artwork;
- Required equipment needed for installation;
- Artwork appraisal;
- Staffing and services of a Public Art Consultant;
- Curators and contracted services.

Uses of Funds for Murals

The installation of a mural may necessitate additional expenses beyond the artist fee and materials. Additional fundable expenses include but are not limited to:

- Artist(s) fees for design and execution of murals.
- Rental or purchase of painting equipment or the purchase of painting supplies.
- Preparation of the mural surface including repairs and priming.
- Rental of barricades and other equipment required of street or alley closures.
- Lighting and electrical equipment.
- Other expenses that are pre-approved by the City Manager and the City of Ormond Beach.

Inappropriate Uses of Funds

The public art funds may not be spent for:

- Mass-produced work, with the exception of limited editions controlled by the artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by a project's architect or other designer.
- Routine maintenance, conservation, repair, or restoration, exceeding more than 10% of the annual budget.
- Purchase of existing works of art outside of the selection process.

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Public Art Acquisition

These policies establish the practices for acquiring artworks. The procedure creates a thorough and transparent process for acquiring artwork and favors open-ended selection processes to ensure artistic excellence in the City's Collection.

Selecting the artist is one of the most critical steps in commissioning public art. An open, equitable, competitive process that inspires the artist and engages the community can be an enriching experience and lead to more creative and exciting public art. The Public Art Coordinator will work with the Board to determine the appropriate method for commissioning new artwork for each Public Art Program project.

Goals of the Selection Process

- To satisfy the goals of the project site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public.
- To ensure, on average, the demographics of the artists and selection committees are reflective of Ormond Beach's population, on average.

Purchasing Procedures

City staff should refer to the City of Ormond Beach Purchasing Policy, prior to confirming an acquisition method and finalizing the acquisition process. Pursuant to City of Ormond Beach Purchasing Policy, if the purchase of an existing artwork, or the award of a contract for a newly commissioned artwork exceeds $25,000.01, then the Board must recommend the artwork for purchase to City staff to present to the City Commission for approval of the contract.

Any bid or proposal opportunities for goods, services, or both, shall be posted on the Florida Procurement Registry in accordance with State law. Florida Public Works contracts shall be posted subject to Chapter 91 of Title 36 of the O.C.G.A.

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Artist Selection Methods for Acquiring Existing Artwork

Competitions
In competitions, the City may put out an open call to artists for a possible inclusion in an exhibition at a predetermined site. The competition, which may or may not take the form of a temporary exhibit may feature existing artworks. Each selected artist may receive a stipend and the City may purchase one or more pieces of artwork at the conclusion of the exhibit to be placed in public locations around Ormond Beach.

Direct Selection
On occasion, artists may be recommended directly by the Artist Selection Committee. Direct selection may be useful on projects where an urgent timeline, low budget, or where precise project requirements exist.This list of artists could come from a pre-qualified list.

Direct Purchase
Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be “one-of-a-kind” and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list.

Artist Selection Methods for Commissioning New Artwork

Open Competition
In an Open Competition, any artist may submit their qualifications or proposal, subject to any requirements established by the Artist Selection Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and brings in new, otherwise unknown, and emerging artists.

Limited or Invitational Competition
In a Limited Competition or Invitational, several pre-selected artists are invited by the Artist Selection Committee to submit their qualifications and/or proposals. This method may be appropriate when the City is looking for a small group of experienced artists, a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible.This list of artists could come from a pre-qualified list.

Direct Selection
On occasion, artists may be recommended by the Artist Selection Committee. Direct selection may be useful on projects where an urgent timeline, low budget, or where precise project requirements exist.This list of artists could come from a pre-qualified list.

Direct Purchase

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Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be “one-of-a-kind” and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list.

Artist Services Procurement

Design Team Member
In some instances, the City may use a targeted process to select an artist as part of a larger project design team. Language would be added to the project Request for Qualifications/Request for Proposals specifying that all teams responding to the RFQ/RFP must include a professional artist from a pre-qualified list as described in the section below. Given the nature of the project, a design team responding to an RFQ/RFP may be asked to identify an artist as part of the team based upon criteria established by the City in the RFQ/RFP. In this case, the Public Art Coordinator will represent the Program as part of the selection committee for the design team.

Pre-Qualified Artist Lists
The City may decide to develop a pre-qualified pool of artists from which it can choose artists for Limited Competition, Direct Selection, and Direct Purchase. This pool would be developed based on a comprehensive review of artist qualifications. This list could be updated annually or bi-annually, depending on the frequency of new projects.

Artist Selection Process for Artwork Acquisition (Existing Artwork and Newly-Commissioned Art)

Once an Artist Selection method is determined, a selection process will be established. A jury of recognized experts will make recommendations for selected artists to create site-specific artwork or will make recommendations for artwork chosen to be exhibited.

If the budget for a single piece of artwork is $25,000.01 or more, a selection panel must be formed. If the budget for a single piece of artwork is less than $25,000.00, the Board will act as the selection committee.

Purpose and Responsibilities

The artist selection process will interpret and review the artist’s proposals based on the selection criteria.

The goals of the selection process are as follows:

- To satisfy the goals of a specific project or site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.

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- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community, and the City department(s) involved.

Artist Selection Committee

Membership of Selection Committees

Membership will be recommended by the Public Art Coordinator. The members of the selection panel (panelists) will be representative of the community demographic and will consist of at least five (5) but no more than nine (9) members from the list below:

- Members of the Ormond Beach Arts District Board
- Artist or arts administrator;
- Design professionals
- City of Ormond Beach project manager who may appoint the project architect or project landscape architect in their stead; and
- A member of the project steering committee if one has been appointed
- Community or neighborhood representative

Artist Selection Committee Conflict of Interest

Artist Selection Committee members will declare any conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a committee member, an organization the committee member is associated with as a staff or board member, or a committee member's family member can gain financially from the project under consideration by the Artist Selection Committee. In order to promote public confidence in this process, a committee member may also declare a conflict if they think there may be a perception that they have a conflict. If a committee member has a conflict, he/she must not participate in the Artist Selection Committee's discussion or decision regarding the project. They must also refrain from discussion about the project and from influencing fellow committee members.

Procedures

During an artist selection process, Artist Selection Committee members will not submit applications for the placement of their own artwork and/or projects. City Staff and Board can invite artists to participate but must refrain from giving advice to applicants or answering their questions and direct such questions to the Public Art Coordinator during the selection process. The Board must solicit public comment for all pieces of public art commissioned or purchased for over $25,000.01. An opportunity for public comment must be given before a formal vote. A formal vote recommending the selection to the City of Ormond Beach City Commission must be recorded in keeping with the City of Ormond Beach public record requirements.

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Project Implementation Process for Site- Specific Artworks

Upon the decision of the Artist Selection Committee, and with the assistance of the City Attorney's Office, the Public Art Coordinator will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions to be approved by the City and artist.

The City will follow the process for contracting required by law. For some projects, the contract with the artist may be phased to include two scopes of work with separate pay schedules and deliverables. The first phase would include all design documentation, including final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline. The second phase would include all costs related to fabrication and installation.

The Public Art Coordinator will ensure all documents are signed and insurance coverage secured before issuing a notice to proceed and will be responsible for coordinating the artist's work to ensure the successful integration of the artwork into the project. The Public Art Coordinator will organize a meeting with all integral staff to review roles, responsibilities, and schedules.

If specified in the contract, the artist will develop design development drawings for review and approval from the City before fabrication. The Public Art Coordinator will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, the Public Art Coordinator will secure the recommendation for approval from the Board and the appropriate departments of the City before approving said changes in writing, per the terms and conditions of the contract.

If the parties are unable to reach mutually beneficial contract terms, then the contract process will be terminated.

The Public Art Coordinator will be responsible for overseeing the installation of the artwork. The Public Art Coordinator will ensure that all the necessary requirements have been completed before interim and final invoice payments to the artist.

Maintenance Plan

Understanding maintenance and care of public art begins before an artwork is created. During the design phase or when a donation is initiated, the City, artist, or sponsor will review and analyze their design proposal and advise on maintenance and operations of the artwork. It is best practice and highly recommended that an art conservator is contracted to give a report on the proposed artwork.

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On behalf of the City, the artist, sponsor, or the appropriate party will submit a Maintenance Plan to the City of Ormond Beach, who will review and then catalog any tasks associated with maintenance of the artwork.

The Maintenance Plan will enable the City to:

- Evaluate the quality and sustainability of the proposed or existing public artwork;
- Establish maintenance requirements, assign schedules, and identify potential costs; and
- Determine if the City of Ormond Beach should accept or decline the design proposal and/or public artwork.

To produce the Maintenance Plan, the artist should examine and render an opinion on the following:

- Durability;
- Type and integrity of materials;
- Construction/fabrication technique;
- Internal supports, anchoring and joining, and footings;
- Landscaping;
- Vulnerable and delicate elements;
- Drainage of artwork;
- Potentially dangerous elements;
- Security;
- Location;
- Environment;
- Whether the design encourages/discourages interaction; and
- Effects of skateboarding, graffiti, and any other potentially damaging activities.

The Maintenance Plan will include:

- A record of the artist's intentions for the artwork;
- Recommendations to mitigate potential problems discovered during the examination;
- Notes about how the artist would like the artwork to age;
- An itemization of long-range considerations and care, highlighting maintenance and the anticipated needs for periodic conservation treatment or repairs; and
- Identification of the lifespan of the artwork and a prognosis of its durability in consideration of that lifespan.

The artwork may also be identified as site-integrated, or part of the site and/or the architecture, as appropriate and will fall into the long-term lifespan category above.

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Mural Guidelines

Introduction

Murals are a relatively quick and highly impactful way to bring public art into the built environment. Murals provide an opportunity for visual artists to show their talent and creativity while also contributing to a community's landscape and identity.

Publicly-Owned Murals

Publicly-owned murals may occur on publicly-owned buildings or on privately-owned buildings where the property owner agrees to a mural easement allowing for the creation and maintenance of a publicly-owned mural on private property for a specific period of time.

The Ormond Beach Arts District Board assists City Staff with coordinating the creation and completion of publicly-owned murals. This assistance includes but is not limited to:

- Identifying potential mural sites.
- Issuing and administering the Request for Qualifications (RFQ) for mural artists.
- Coordinating a selection process for RFQ reviews and artist recommendations.
- Acting as a selection panel if the budget is under the $25,000 project threshold.
- Making recommendations for the selection panel members if the budget is over the $25,000.01 threshold.

Mural Design Considerations

Murals in the City of Ormond Beach are encouraged to be varied in both content and design. A wide variety of murals will ensure a vibrant visual experience for residents and visitors alike. Some murals may celebrate the history of Ormond Beach while others may be palettes for vibrant artistic expression, inject whimsy into the built environment, or showcase the artists' wildest dreams - the opportunities are endless.

In addition to the Considerations and Evaluation Criteria for Public Art set forth herein, the following additional review criteria are applicable to Murals.

1. The content of a mural is protected under the laws of free speech.
2. The mural must comply with Florida obscenity laws and cannot depict sexual conduct or sexually explicit nudity, nor advertise any activity illegal under the laws of Florida or the United States.

While not relating to content, some design considerations should be made in order to ensure a successful project.

Design Considerations:

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1. Scale - Who will be the intended viewer or audience? A mural intended for pedestrians may be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
2. Accessibility - Are there opportunities to engage those who are visually impaired or otherwise not able to view the mural?
3. Maintenance - What are the long term maintenance implications of the design? Is it easily repairable?
4. Longevity - What is the expected life span of the mural? Is it intended to be a short or long term installation?
5. Experiential Elements - Is there a potential for additional elements that could be added to enhance the experience of the viewer such as virtual (VR) or augmented (AR) reality elements, audio elements either on site or online, instagram or social media interactions or other opportunities?

Mural Easements

In order to create additional mural opportunities within Ormond Beach, these policies encourage property owners to enter into easement agreements with the City that allow for public funds to be expended for murals on private property. Though there may be positive benefits for a property owner as a result of the creation of a publicly-owned mural on their building, there must be no direct correlation between the content of the mural and the property or any business housed in the property.

In order for the City to implement a publicly-owned mural on a privately-owned building the building owner must sign an easement created by the City of Ormond Beach which states that the owner will not paint over, destroy, cover, or alter the mural for the duration of the agreement. Agreements typically last for a minimum of 5 years but may be shorter or longer depending on the project. As part of easement negotiations, the City should also consider negotiating with the property owner for nightly illumination of the mural for the lifetime of the easement.

RFQ Artist Selection

A selection panel should be formed using the policies in the acquisition section of the policy in order to select artists. The following criteria should be utilized as the minimum criteria for the selection of artists for all mural projects. Additional project specific criteria may be added in addition to the baseline criteria.

- Experience with similar mural projects, examples of past projects, including at least ten (10) color images of one or more completed mural projects – and three supporting professional references.
- Willingness to work with City Staff to develop and refine the mural design.
- Timely response to the RFQ, which shall include but not be limited to a requirement that at least ten (10) color renderings/designs of the proposed mural, a written description of

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the mural, and photographs of the proposed site and physical surroundings be submitted to the Public Art Coordinator
- Innovative and unique artistic vision, including technique, composition of visual art elements, use of line, color, form, and texture.
- Realistic project budget and timeline.
- Willingness to enter into a contractual agreement with the City of Ormond Beach.
- Liability/Workers compensation/automobile insurance.
- Agreement to allow images of the completed mural to be placed on the City of Ormond Beach website.

Mural Implementation

Upon selection, the artist will work with the City of Ormond Beach to create a design, secure permits, as appropriate, such as street or alley closures. Below is a general overview:

- City Commission will review and give final approval for the artist selection and mural design.
- City Staff will monitor the creation and completion of the mural.
- The Artist will create the artwork in a timely fashion. If more time is needed, the artist must notify the City so that any applicable permits may be extended.
- The creation of the mural must include materials that are long-lasting (at least five (5) years unless agreed to beforehand), graffiti and UV resistant, or include an anti-graffiti and UV resistant coating.
- The artist must notify the City when the mural is completed.
- When the mural is completed, a mural dedication event will be organized.

Private Murals on Private Property

The City of Ormond Beach encourages the installation of private murals on private property in order to support artists and enhance the visual environment in Ormond Beach. Private property owners are encouraged to voluntarily follow the policies set forth in this document as applicable and are also encouraged to consult with the Public Art Coordinator with regard to any questions or concerns as they develop and implement private murals. If any privately-owned and/or privately-commissioned mural on private property has been proposed for City acquisition into the Public Art Collection, then the mural in question must be reviewed for acquisition according to the procedures set forth in the “Acquisition” chapter of this Public Art Guidelines document. Privately-owned and/or privately-commissioned murals on private property are not automatically accessioned into the Public Art Collection of the City of Ormond Beach.

—--- End of policy —--

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Public Art Ordinance

Sec. _____. Purpose.

The purpose of the Public Art Program is to establish a program for the integration of visual arts and culture in both public and private development projects throughout the city to visually enliven the city, illuminate the city's history, diversity and culture, and foster economic development.

Sec. _____. Definitions.

For the purposes of this chapter, the words and phrases listed below have the following definitions:

Art, artwork or *work of art* means an original physical work created or produced by an Artist (as defined hereinafter), including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass and glass works, mosaics, mobiles, murals, collages, statues, bas reliefs, tapestries, photographs, video projections, drawings, fountains, landscape designs, artifacts of historical or cultural significance, monuments erected to commemorate a person or event, functional furnishings such as artist-designed seating, or other media. Artwork may be free-standing or integrated with the work of other design professionals into a building or site. Artwork may be new or may be an existing work of art. Artwork may include, but is not limited to:

1. Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
2. Murals or portable paintings: in any material or variety of materials.
3. Fiber works, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including: light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
4. Furnishings or fixtures, including, but not limited to: gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
5. Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist. Such design elements may include pools, paths, benches, planters, and fixtures and vegetative materials where designed by a professional visual artist and/or are an integral part of the artwork by the artist.
6. Temporary artwork or installation that serves the purpose of providing community and educational outreach.
7. The incremental costs of infrastructure elements, such as sound walls, utility structures, roadway elements, and other items if designed by an artist as a co-designer.

Ineligible Artwork: The following are not considered artwork:

1. Art objects which are mass produced or are of standard manufacture, such as playground equipment, fountains, statuary elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.
2. Reproductions, by mechanical or other means, of original artwork, except in the case of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.
3. Decorative, ornamental, architectural, or functional elements which are designed by the building architect as opposed to elements created by an artist commissioned for that purpose.
4. Services or utilities necessary to operate and maintain an artwork over time.

Public art master plan means the Downtown Master Arts Plan for the City of Ormond Beach, Florida that pertains to public art and culture, as it exists or may be amended. The Plan shall provide a process for the systematic selection and acquisition of pieces of artwork and locations of art to be included in public places.

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Artist means an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, public performances, past public commissions, sale of works, exhibition record, publications, and/or production of artwork. The members of the architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by these policies shall not be considered artists for the purposes of these policies.

Exterior place means any place, public or private, outdoor and exterior to buildings or structures and exposed to public view, including, but not limited to, buildings, parks, right-of-way medians and open spaces.

Local artist means an artist, as defined in this chapter, who resides in Volusia County, Florida.

Maintenance, with respect to artwork, means the required repairs or cleaning to keep a work of art in its intended condition, including preventative maintenance at scheduled intervals to curtail future deterioration, ordinary repairs or maintenance, including but not limited to, painting, repair, replacement, or installation of mechanical equipment.

Maintenance, with respect to ordinary property maintenance, means ordinary repairs or maintenance of a structure, including but not limited to, painting, roof repair, replacement, or installation of mechanical equipment.

Mural means a singular work of Public Art hand-painted, hand-tiled, or digitally printed (with property owner approval) on a building, structure, fence, or other object within public view. Its primary intent is to be artistic in nature, rather than purely information, creative signage and commercial signage. The work shall not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service; and shall not promote a specific political party or candidate.

Project means new construction, renovation work, or façade improvements requiring a building permit where fifty percent (50%) or more of a building is being modified, renovated, expanded, rebuilt or improved by construction. For purposes of this chapter, "project" does not include the following:

1. Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other casualty.
2. Historic preservation or restoration.
3. Interior renovation.
4. Flood protection work items.
5. Fire sprinkler installation work items.

Public art assessment means two percent of the total dollar amount of the total construction costs of private development.

Public Art Collection means art objects owned by the City of Ormond Beach, Florida, its agencies and authorities. Permanent Public Art must be located in a public place with public visibility, accessibility, and impact and shall have a permanence comparable to associated capital projects.

Renovation means a project requiring a building permit where fifty percent (50%) or more of the exterior building area is being modified, rebuilt or improved by construction. For purposes of this chapter, "renovation" does not include the following:

1. Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other casualty.
2. Historic preservation or restoration.
3. Development activity on existing, previously approved developments for the sole purpose of accessibility compliance.

Temporary artwork means artwork created for a specific timeframe or event, and which is situated at a particular site on a temporary basis, not to exceed a period of two (2) years.

Total construction costs means the total cost of the improvements, excluding land costs, approved for a development project, as indicated on the construction contract(s) for the subject improvements.

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Sec. _____. Ormond Beach Arts District Board creation.

1. An Ormond Beach Arts District Board is hereby created as a body of individuals appointed by the mayor and consented to by City Commission that shall have the duty and responsibility to make recommendations to the City Commission on public art projects and cultural engagement opportunities.
2. The Ormond Beach Arts District Board may be suspended by the City Commission if the appointed membership is less than three (3) members or at least two (2) consecutive meetings have been canceled due to the lack of a quorum for the transaction of business. In the event the Ormond Beach Arts District Board is suspended, the city manager or their designee shall assume the duties and responsibilities of the Ormond Beach Arts District Board as provided under this chapter.

Sec. _____. Ormond Beach Arts District Board powers, duties, and functions.

1. The Ormond Beach Arts District Board shall:
    a. Advise the City Commission on the adoption of policies and procedures to acquire, commission, and maintain works of arts and culture.
    b. Advise the City Commission regarding applications for the installation of art as part of private projects pursuant to this chapter.
    c. Advise the City Commission regarding installation of art as part of public projects pursuant to this chapter.
    d. Advise the City Commission regarding proposed donations of art pursuant to this chapter.
    e. Recommend sites for location of public art in accordance with the arts and culture master plan.
    f. Provide recommendations and guidance in implementation of the arts and culture master plan.
    g. From time to time, recommend to the City Commission updates or revisions to the arts and culture master plan that identify proposed locations and criteria for public artwork, art selection, and placement criteria, and other program recommendations, to reflect the changing environment of the city. It is the intent that such a master plan be updated every five (5) years.
    h. Conduct, with the assistance of city staff, calls to artists regarding installation of art as part of public projects and regarding installation of art using t[redacted]suant to this chapter.
    i. Provide recommendations to the City Commission on the maintenance of city-owned artwork to preserve and protect the public art in the city's collection.
    j. Provide recommendations to the City Commission on the deaccessioning, removal, or replacement of public art owned by the city.
    k. Advise the City Commission regarding murals to be installed on city property.
    l. Propose recommendations to the City Commission regarding the arts and culture ordinance and program.
    m. Report to the City Commission, on an annual basis, the status of the Public Art Program, the application of the master plan, the use of arts and culture funds and the fund balance.

2. The recommendations of the Ormond Beach Arts District Board to the City Commission are advisory only and may or may not be consistent with similar recommendations made to the City Commission by other city boards.

Sec. _____. Criteria for art.

The Ormond Beach Arts District Board shall consider the following criteria in recommending approval or disapproval of a work of art:

1. *Complies*. The proposed art conforms to the definition of art contained in this chapter and will be created by an artist or local artist as defined in this chapter.

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2. *Master plan*. The proposed art meets the qualities described in the arts and culture master plan, if applicable to the project.
3. *Visual accessibility*.The proposed art will be readily visible to the public and meet the location requirements of this chapter.
4. *Quality*. The proposed artist is professionally recognized in the medium, and the proposed art is of quality and enduring value.
5. *Appropriateness to site*. The proposed art is of design, scale, and material appropriate to the site that complement surrounding buildings and site features such as landscaping.
6. *Compatibility*. The proposed art is compatible with surrounding neighborhoods.
7. *Public Welfare*.The proposed art is not detrimental to the public welfare and will not constitute a safety hazard.
8. *Maintenance*.The proposed art will not require extraordinary maintenance.
9. *Valuation*. The proposed art meets or exceeds the public art assessment requirements of this chapter.
10. *Location*.The proposed location of the art and/or element(s) is in an exterior place and is appropriate to accommodate the size and scale of the proposed art and/or element(s), has or can reasonably accommodate any necessary supporting infrastructure and is in compliance with applicable city code requirements such as visibility triangle. Notwithstanding the foregoing, art purchased with the arts and culture fund or for public construction projects may be located inside publicly owned buildings.

Sec. _____. arts and culture fund.

1. *Arts and Culture Fund established.* A separate arts and culture fund must be established by the city and shall be administered by the Planning Department. All art assessment deposits from private and public development must be deposited into this fund and the funds must be kept separate from any other city funds. All monies deposited into this fund shall be designated solely for this purpose and shall not be used for any other purpose unless otherwise permitted by the City Commission. Contributions to the arts and culture fund may be derived in any lawful manner, including, but not limited to:
    a. Fundraising events.
    b. Public and private grants, partnerships, estate trusts.
    c. Private donations.
    d. Corporate donations.
    e. Non-profit organizational transfers.
    f. City general fund allocations.

2. *Use of funds.* The arts and culture fund shall be used by the city for the selection, commission, acquisition, and maintenance of arts and culture anywhere in the city. Such funds may be spent on artworks or art-related costs including, but not limited to:
    a. *Selection.* Selection processes for public art to be owned by the city, including but not limited to advertising, selection panelist fees, completion stipends, outside consultant fees, and/or travel expenses for artists or experts.
    b. *Commissioning, acquisition, and installation.* Artist and engineering design fees, permit fees, purchase price, fabrication, transportation, installation, site preparation and improvement, lighting and other costs directly related to the installation of public art owned by the city or on loan to the city.
    c. *Maintenance.* Maintenance of public art owned by the city or on loan to the city, including but not limited to evaluation fees for professional conservators, costs of repair, cleaning and conservation.
    d. *Relocation, removal & storage.* Costs directly related to the transportation and relocation or removal of public art owned by the city or on loan to the city or storage of public art owned or on loan to the city.

e. *Insurance and security.* The costs for damage and theft insurance for public art owned by the city or on loan to the city, and, as appropriate, costs for security for installations or exhibitions for art owned by the city or on loan to the city.
f. *Consulting.* The fees and costs for consultants, appraisers, and curators as may be necessary.
g. *Promotion.* Costs to promote the public art in the Public Art Program, including but not limited to implementation of programs educating the public on the Public Art Program, public art tours, public lectures, descriptive on-site plaques, social media, brochures and other methods.
h. *Program administration.* All personnel costs for the management and staffing, as needed, to support the Public Art Program.

3. *Use of art purchased with public art funds.* All artwork purchased with public art funds must be displayed on city-owned land, a city-owned building, a city-leased facility, a city rented facility or on another governmental entity's property that is located within the city. Artwork may be placed on another governmental entity's property so long as the property is located within City limits and an interlocal agreement between the City and the governmental entity that owns the property is executed and approved by the City Commission. All artwork purchased with public art funds must be displayed in a visually accessible location for the public to receive the most enjoyment and benefit from the art.
4. *Prohibited uses.* Funds cannot be utilized for artist receptions, dedication art events, promotional materials for the artist, or expenses for the operation or maintenance of public art on private property. In the event city owned artwork is placed on property owned by another governmental entity, the fund may be utilized to maintain the City's work of art provided an interlocal agreement between the city and the governmental entity that owns the property is executed and approved by the City Commission.
5. *Procurement.* The procurement of goods, services or construction for the Public Art Program or using arts and culture funds must comply with the city's procurement regulations and Florida law, as applicable.
6. *Carryover.* Any monies not expended in the fund in any fiscal year must be carried over in the fund into the following year. Any interest earned on the funds must be retained in the fund.
7. *Contracts for artwork.* Artists, as part of any commission or contract with the city for the provision of artwork, are required to submit to the city a "maintenance and inventory sheet," which must include an annual cost estimate for the annual maintenance necessary in order to properly preserve and maintain the artwork in substantially the same condition that it was in when accepted by the city.
8. *Insurance*. Proper insurance coverage must be maintained by the city on artwork purchased with Public Art Fund monies, on artwork whose ownership has been transferred to the city or on artwork that has been loaned to the city.

Sec. _____. Public art maintenance, relocation, and removal fund.

1. *Public Art Maintenance, Relocation, and Removal Fund established.* A separate public art maintenance, relocation, and removal fund must be established by the city and shall be administered by the Planning Department.
2. *Use of funds.* All monies deposited into this fund shall be designated solely for the purpose of maintaining, relocating, or removing works of art owned by the city. Funds designated by agreement with an artist/donor for a specific work of art may not be used to maintain, relocate or remove other works of art in the public art collection. For works of art currently in the public art collection, city general fund allocations shall be used for the maintenance, removal, or relocation for those works of art without an artist/donor agreement for maintenance.
3. *Carryover.* Any monies not expended in the fund in any fiscal year must be carried over in the fund into the following year. Any interest earned on the funds must be retained in the fund.

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Sec. _____. Applicability.

1. The Public Art Program assessments set forth in this chapter apply to the following activities:
    a. Private non-residential development projects as set forth in section_____.
    b. Residential development projects with more than ten (10) units as set forth in section_____.
    c. Public construction projects as set forth in section_____.
2. Exceptions. The Public Art Program assessments set forth in this chapter do not apply to the following development or activities:
    a. Residential development projects with ten (10) units or less.
    b. Ordinary property maintenance.
    c. Repairs and restoration resulting from fire, flood, windstorm or other casualty or natural disaster, as determined by the building official.
    d. Industrial and commercial development that is not open or accessible to the general public due to the storage or use of hazardous, radiological, or infectious materials, national security reasons, or other reasons related to the health, safety, or security of the public.

Sec. _____. Public art assessment for private development.

1. *Applicability.*
    a. The provisions of this chapter and the public art assessment apply to all private non-residential development projects and all residential development projects with more than four (4) units, including new construction, or the renovation or improvement of an existing building where fifty percent (50%) or more of a building is being modified, renovated, expanded, rebuilt or improved by construction.
    b. The provisions of this section apply to new development or new construction within existing planned developments.
2. *Requirements.* All private development meeting the applicability requirements of this section must elect one of the following assessment methods within ninety (90) days of the issuance of the first building permit or site work permit for a subdivision plat for any portion of the project:
    a. *Option 1. On-site Artwork.* Submit documentation evidencing the escrow of funds for a work of art valued in an amount not less than one and one-half percent (1.5%) of the total construction costs and submit an application for approval of the work of art in compliance with this chapter. If a local artist will be commissioned to provide a work of art, the value of the work of art cannot be less than ninety percent (90%) of one and one-half percent (1.5%) of the total construction costs; or
    b. *Option 2. Contribute to Fund.* Contribute an amount equal to eighty percent (80%) of one and one-half percent (1.5%) of the total construction costs for deposit to the arts and culture funds. The public art assessment must be paid in full prior to the issuance of a certificate of occupancy except for subdivision plats which are required to submit the public art assessment in full at the time of recording of the final plat; or
    c. *Option 3. On-site Artwork and Contribute to Fund.* Submit documentation evidencing the escrow of funds for a work of art valued in an amount less than one and one-half percent (1.5%) of the total construction costs and contribute eighty percent (80%) of the balance of the public art assessment (one and one-half percent (1.5%) of the total construction costs) for deposit in the arts and culture fund.
    d. *Option 4. Alternative Equivalent Proposal.* Submit an alternative equivalent proposal to the Director of Community Development.
        i. The proposal shall be for the installation of freely accessible work of art on City public right-of-way, on property owned by other public agencies, or on another property under the control or ownership of the developer. The proposal may seek a combination of the

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public art assessment associated with multiple projects into one larger work of art in lieu of several small works of art.

ii. The proposal shall contain all information and establish all criteria set forth in section _____ of this Chapter, excluding the document required by _____.

iii. The developer must demonstrate that the cost of the proposal will equal the cost of the public art assessment otherwise required under subsection _____ and not create unbudgeted costs for the City.

iv. The City may approve the proposal if it finds that:

1. The alternative equivalent proposal will further the purposes of this chapter as set forth under section _____; and
2. The proposed location of the alternative equivalent proposal is in reasonable proximity to the location of the site(s) generating the work of art requirement, in order to avoid clustering of all public art in one location; and
3. The cost of the proposal will be equal to or greater than the cost of the public art assessment that would otherwise be required under Subsection _____; and
4. The developer has established to the satisfaction of the City that the alternative equivalent proposal will create freely accessible public art in the City to an equal or greater extent than installation of the public art on the individual project site or a contribution to the Fund.

v. In approving a proposal, the City may impose reasonable conditions of approval requiring the developer to enter into agreements with the City or other public agencies or private parties in order to memorialize the legal obligations of all parties involved with the alternative equivalent proposal.

3. The public art assessment for residential development projects will be calculated on a plat by plat basis. Total construction costs for purposes of calculating the public art assessment will be based on the total construction costs for all property depicted on each plat included within the residential development project.
4. Notwithstanding the foregoing, the public art assessment for any single project, cannot exceed one hundred thousand dollars ($100,000.00).

Sec. _____. Inclusion of art at private development site.

1. *Location.* Artwork must be located in an exterior, publicly accessible place.
2. *Process.* If the developer chooses to provide artwork at the site of the private development, the developer must comply with the following process:
    a. *Escrow and accounting of funds for artwork.* The developer must submit documentation to the city showing a deposit for public art was made with the developer's attorney or escrow agent into an escrow account not more than ninety (90) days after the issuance of the first building permit or site work permit for subdivision plats, in an amount equal to one and one-half percent (1.5%) of the total construction costs.
    b. *Art consultant.* If the developer chooses to provide artwork on site, the developer may utilize up to twelve percent (12%) of the escrowed art deposit to retain an art consultant to assist in the selection and procurement of the required work of art. The art consultant cannot have a financial or other relationship with the artist or developer, or any ownership in the artwork purchased by the developer. The artist is not entitled to the art consultant fee.
    c. *Artist selection.* Selection of the artist will be the responsibility of the developer. The selected artist must be an artist as defined in this chapter. The commission of the artist must be by written contract between the developer and artist.

3. *Application for approval of proposed art.* An application for approval of the work of art must be made to the Ormond Beach Arts District Board within ninety (90) days of the issuance of the first building permit or site work permit for subdivision plats. The application must include:
    a. Artist's qualifications, including resume and portfolio establishing the artist's credentials.
    b. Detailed description and depiction of the work of art and its location on the site.
    c. Drawings and renderings of the proposed work of art, in terms of size, scale, color, shape, and materials in sufficient detail to provide a clear understanding of the art.
    d. Appraisal of the value of the art.
    e. Documentation showing that a deposit for public art was made into an escrow account.
    f. Maintenance program required for the artwork.
    g. Proposed restrictive covenant running with the land that binds the property owner's successors and assigns to retain and maintain the artwork in compliance with this chapter, as more specifically described in section _____.
    h. Compliance with public accessibility (ADA) requirements.
4. *Board review of contribution of art.* The Ormond Beach Arts District Board shall review the proposed artwork based on the criteria established in section _____ and shall recommend to the City Commission whether to approve, deny, or approve with conditions the selection and location of the artwork with sensitivity to the aesthetic and cultural traditions and the history of the city and to the character of the surrounding neighborhoods.
5. *Appraisal.* To establish the value of the artwork to be installed or retained by the developer to comply with this section, the city may employ an independent art appraiser to provide a written appraisal of the art work(s) submitted. Such appraisal will be paid for by the developer from the escrowed art deposit.

Sec. _____. Ownership and maintenance of artwork installed on private property.

1. Artwork installed on private property pursuant to the requirements of this chapter is the property of the property owner. Title and ownership of the artwork transfers in whole or in part to any successor in interest of the property. The property owner shall be responsible for maintenance of the artwork in good condition at all times, as determined by the city. The property owner shall be responsible for ensuring that the public's view of the artwork is maintained, and that no vegetation or additional construction obstructs the public's view. Maintenance includes any associated landscaping or related improvements.
2. The owner of any property containing artwork installed in compliance with this chapter must include restrictions by recorded covenant that require retention and maintenance of the artwork in compliance with this chapter to run with the land and be binding on the owner's successors and assigns. The restrictive covenant must be recorded within ten (10) days of the issuance of the certificate of occupancy for the project. Any such restrictive covenant must be approved by the city attorney prior to recordation.

Sec. _____. Removal or replacement of artwork installed on private property.

1. Artwork installed in accordance with this chapter must remain on site in the approved location and cannot be altered, replaced, or removed except as provided in this chapter, or when deemed to be unsafe by the city building official, or require replacement due to destruction or casualty to the artwork.
2. All replacement art must equal or exceed the value of the original artwork and must not be less than the original public art assessment requirement. If the artwork is to be replaced, the Ormond Beach Arts District Board shall review the proposed artwork and shall recommend to the City Commission whether to approve, deny, or approve with conditions the selection of the artwork in accordance with the arts and culture implementation guidelines.

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Sec. _____. Artist grant of license to city.

1. The artist of artwork to be owned by the city and approved and installed under the Public Art Program must:
    a. Grant to the city an unlimited, perpetual, non-exclusive, royalty-free license to reproduce and distribute two-dimensional reproductions of the artwork, in photos, videos and related media, for city-related purposes;
    b. Grant to the city irrevocable ownership rights in any copyright or other intellectual property right regarding the artwork; and
    c. Waive and release in favor of the city all rights, including the right of attribution or integrity, which the artist may have in the artwork.
    d. The City shall make all reasonable efforts to attribute the artwork to the artist in all uses.
2. The Artist retains a perpetual, royalty-free license to reproduce two-dimensional reproductions of the artwork, in photos, videos and related media, for demonstration of artist's artwork.
3. Any documentation regarding the above shall be approved by the city attorney.
4. The city shall have the option of acknowledging the artist and the artwork title in reproductions.
5. By participating in the arts and culture process, the artist authorizes review by the Ormond Beach Arts District Board and compliance with public records laws.

Sec. _____. Enforcement.

1. *Certificate of Occupancy.* Unless an alternative deadline is established in a development order, or a time extension is granted by the planning and zoning director, no certificate of occupancy for a project subject to the public art assessment pursuant to section _____ will be issued until the artwork is installed and/or the full art assessment has been paid to the city.
2. *Other remedies.* The provisions of this chapter may also be enforced through any remedy available to the city in law or in equity. Violations may also be enforced through the code enforcement provisions of this code; or the city may institute a civil action in a court of competent jurisdiction to seek injunctive or other relief to enforce compliance with the terms of this chapter or any rule or regulation promulgated under this chapter, to enjoin and prohibit said violation or to compel the performance of actions which will result in compliance with this chapter. These remedies are cumulative, and the use of any appropriate remedy does not constitute an election of remedies by the city. The use of one remedy does not preclude the use of any others.

Sec. _____. Private gifts of art to the city.

The donation of works of art to the city is encouraged. The acceptance of donations of art by the city and the placement of art on city property carry certain responsibilities. Some of the issues to be considered include the creativity, style, durability, diversity historical relevance and maintenance of the work of art. This section provides guidelines for the acceptance of private donations of art to the city.

1. *Application process*. An application for donation of a work of art must include the following documentation:
    a. A written description of the work of art.
    b. Not less than five (5) visual representations of the work of art.
    c. A list of proposed installation sites.
    d. Biographical information about the artist including, if available, a list of the artist's works of art placed in public places.
    e. Information about the private donor including the full name, current and complete contact information.

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f. Any terms or conditions imposed by the donor which the donation of the work of art may be subject to.

2. *Gifts Panel.*
   a. The Ormond Beach Arts District Board shall act as the gift panel responsible for review and for making a recommendation concerning acceptance of proposed donations of art to the city and the placement of donated art on city property.
   b. *Guidelines for review.* Works of art proposed for donation to the city must be evaluated based on the following criteria:
      i. The proposed artist is professionally recognized in the medium and the proposed art is of quality and enduring value.
      ii. Value and condition of the work of art.
      iii. Historical relevance/relationship to the city.
      iv. Relationship to the city's existing public art collection.
      v. It conforms to the definition of art contained in this chapter and will be created by an artist as defined in this chapter.
      vi. The proposed art meets the qualities described in the arts and culture master plan, if applicable to the project.
      vii. Conditions imposed by the donor.
      viii. The proposed art will not require extraordinary maintenance.
   c. When considering placement of art donated to the city, the Ormond Beach Arts District Board shall consider the following:
      i. Appropriateness of the location for works of art and that the proposed art is of design, scale, and material appropriate to the site.
      ii. Physical layout of the site and/or building.
      iii. Recommendation by architect of the project.
      iv. The proposed art will be readily visible to the public and meet the location requirements of this chapter.
      v. The proposed art is compatible with surrounding neighborhoods.
      vi. The proposed art is not detrimental to the public welfare and will not constitute a safety hazard.
   d. *Assignment of rights.* All donations of works of art to the city must include an artist grant of license in conformity with section _____.
   e. All works of art acquired pursuant to this section must be acquired in the name of the city, and title must vest to the city.

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Large-Scale Artwork Assumed Timeline

This timeline provides a basic timeline assumption for **large-scale commissioned artwork projects**, including but not limited to: sculpture, interior enhancements (i.e. terrazzo floors, column art, etc.), or exterior enhancements (on building facades, bridges, structures, etc.). The timeline begins upon release of the RFQ, but could be adapted, depending on a client's origin point for the artwork procurement process. Timelines may vary based on project scope, unforeseen circumstances, and/or availability of materials, supplies, or resources. The following are not taken into account in this timeline, and additional time will need to be considered if any of the following are required: permitting/city-mandated forms; lead time for equipment rental; procurement of supplies; inclement weather; public art commission/board approval; public engagement/input for artwork content; and pace of client accounting processes.

Week Number	Task
Phase 1: Project Charter, Gathering Assumptions, and Establishing Project Parameters	
0-16	Confirm approach Confirm budget Confirm team Confirm timeline Confirm local and state regulations Confirm FDOT requirements
Phase 1 Deliverables: ● Public art typology identified ● Budget approved ● Timeline approached ● Team assembled, duties assigned ● Local and state partners identified (FDOT) ● All regulations received by project team	
Phase 2: Procurement	
16	Confirm Procurement Method Draft contract to include in RFQ (optional) RFQ writing , review, and approval Gather Selection Committee
17	RFQ released
19	Confirm Selection Committee
18-23	RFP writing , review, and approval

DRAFT

21		RFQ submissions due RFQ subjective evaluation
22		RFQ deliberation Selection of finalists Notification to finalists
23		Finalize RFP RFP released to Selected Finalists
24		Begin drafting contract, if not already included as a draft in RFQ
31		RFP submissions due RFP concept presentations RFP deliberation Optional - Community Engagement for proposed projects All finalists paid for their concepts
33		Artist Selected and notified Gather necessary approvals for selected artist Contracting process begins
41		All parties sign contract / contract completed pay benchmark 1, upon signing contract
Phase 2 Deliverables: • Procurement method and supporting documents (RFQ, RFP, contract) • Selection Committee gathered • Community Engagement plan (optional) • Artist selection and approval • Approved and executed contract		
Phase 3: Fabrication and Installation		
Monthly Project Meetings, begin, end after install	42	Project kick-off meeting 10 months/40 weeks of fabrication begins *** (may vary, depending on complexity or material components of the proposed work)
	52	Project Update pay benchmark 2, fabrication one-third complete
	64	Project Update Begin discussing shipping pay benchmark 3, fabrication one-third complete
	82	Fabrication Complete (allow 2-3 weeks for shipping, timeline may vary)
83, or later		Installation pay benchmark 4, payment upon installation

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Large-Scale Artwork Commission
Budget Template

The budget below outlines baseline costs for **large-scale artwork commissions**. This budget template is strictly based on industry knowledge and best practices, and provides a baseline for large scale public art projects. Artists selected for any public art project are responsible for managing their budgets, and any expenses incurred beyond the project's all-inclusive budget will be the financial responsibility of the artist. The budget for a large-scale artwork commission may vary based on project scope, unforeseen circumstances, and/or availability of materials, supplies, or resources.

Budget Item	Cost (average % of total project budget)	Cost - $2,000,000 sample project
Artist Fee - may include artist labor, travel, and design fee	15-20%	$400,000
Artist Operating expenses - may include studio or administrative expenses, subcontractors, assistant fees, and insurance	15-20%	$400,000
Materials and Fabrication	10-15%	$300,000
Installation, including equipment rental	5-10%	$200,000
Engineering / Structural Design	10-15%	$300,000
Shipping/Crating - delivery of artwork to the site for installation	5%	$100,000
Contingency	15%	$300,000
TOTAL	100%	$2,000,000

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Pay Benchmarks

The Artist will be paid upon the following benchmarks in the following increments:

Benchmark	Amount
upon signing the contract	25% of full amount due to artist
upon approval of artwork design	25% of full amount due to artist
upon two-thirds of the completion of total fabrication, prior to artwork crating and shipping	10% of full amount due to artist
upon completion of installation	40% of full amount due to artist

The following costs are not taken into account in this budget, and are the financial responsibility of the Artwork Commissioner, separate from the artwork budget:

Budget Item	$2,000,000 sample project	$4,000,000 sample project	$6,000,000 sample project
Public Art Consultant fees - 10-15% of total artwork budget cost	$200,000	$400,000	$600,000
Permitting/city-mandated forms	Varies, but should not change based on project cost		
Public engagement events for artwork content	$5,000		
Taxes	varies		
Regular artwork maintenance - assume 1% of project cost annually	$20,000	$40,000	$60,000
Site Prep - including any footings or foundations, lighting, etc.	Varies based on materials, structural complexity, and overall scale of artwork.		
TOTAL	$300,000+	$500,000+	$700,000+

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REQUEST FOR QUALIFICATIONS (RFQ)
Granada Bridge Public Art Project
Ormond Beach, Florida

Issue Date: Month, Day, Year
Due Date: Month, Day, Year

Project Description

The City of Ormond Beach is seeking an artist to conceptualize, fabricate, and install [describe type of public art project here] on Granada Bridge. In alignment with the vision for the Downtown Ormond Beach Master Arts Plan [provide link to final plan], public art on the bridge should both reflect the character of Ormond Beach, as well as elevate the civic environment. Specific goals for Granada Bridge public art include:

- Express Ormond Beach's identity
- Symbolically connect the City
- Activate Downtown Ormond Beach and its surrounding parks
- Support traffic calming efforts and enhance safety

A lump sum of $[amount] has been allocated for the Artist's scope of services. The budget for this project is inclusive of all costs associated with the project, including but not limited to: artist expenses/honorarium, administration, sub-consultants, travel/lodging, artwork fabrication (including materials, details and specifications), site prep, storage, transportation and installation, related permits, licenses, taxes and insurance. Any expenses that exceed the contracted amount will be the artist's responsibility.

Project Site

Granda Bridge crosses the Halifax River, connecting Downtown Ormond Beach with its Beachside district. Aside from serving as a major feature of Ormond Beach's civic infrastructure, the high-clearance bridge is the centerpiece of the City's four main civic plazas: Fortunato Park, The Casements and Rockefeller Gardens, Cassen Park, and Bailey Riverbridge Gardens. This state-owned road consists of pedestrian and bike lanes on either side, as well as four lanes of traffic.

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Enhancing Granada Bridge through public art will not only enliven the public spaces surrounding the bridge, but also it can provide traffic calming effects, enhance safety, and serve as an outward expression of the City's identity and character.

Ormond Beach, Florida Overview

[Community description here]

RFQ Selection Process

Overview
Submissions for this Request for Qualifications (RFQ) will be reviewed by a Selection Committee that has been assembled for this project. The Selection Committee will identify at least three (3) but no more than four (4) artists or artists teams from whom they would like to see artwork proposals. The selected finalists will receive a Request for Proposals (RFP), and will receive an honorarium of $2,500 each to develop their proposals

Who May Apply
Visual, craft or design artists (or artist teams), including landscape architects and interior designers, at least 18 years of age and legal residents of the United States are eligible to apply. City of Ormond Beach staff, Artist Selection Committee members and their family members are not eligible to apply. The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests

Selection Criteria

The following criteria will be used in the RFQ selection process:

- Submittal of all required application materials as outlined in this RFQ.
- Artistic Excellence: The aesthetic quality of the artwork, including distinctive qualities in the work and the overall visual impact of the artist's or artist group's practice.
- Quality and craftsmanship of product as exhibited by past work.
- Public safety, and compliance with Americans with Disabilities Act.
- Technical Feasibility: The artist must provide convincing evidence of his or her ability to lead the technical aspects of the project in compliance with local and state laws and regulations.

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- Past Performance: The Selection Committee will consider the artist's performance under previous contracts including success in meeting established timelines and budgets.

Submission Process and Guidelines

All application materials below are required for submission of this RFQ. Submittal materials will not be returned and incomplete applications will not be considered. Please *do not* send artwork proposals in response to this RFQ. Please send the following:

- Cover Letter (1 page)
    - Contact Information
    - Statement of interest
- Artist(s) Qualifications (1 to 3 pages)
    - Participating artist(s)
    - Lead artist(s) profile
    - Relevant project experience with large-scale public art
    - Contact information for no fewer than three professional references
- Up to 10 Images of Past Work (As many pages as needed), including examples of work similar to the scope of this project.
    - The following information should be included for each image:
        - Title of the Work
        - Location of the Work
        - Year Completed
        - Cost of project, if details are available

Submission Format

Responses shall be submitted as a single PDF file via email to Recipient TBD. Questions about this RFP shall be sent in writing to Recipient TBD by Month, Day, Year. Phone calls will not be accepted.

***RFQ Submission Due Date*: Month, Day, Year**

Selection Process and Timeline

The timeline for the full process is below, and is subject to change:

Month, Day, Year	RFQ released
Month, Day, Year	RFQ submissions due
Month, Day, Year	Selection Committee Review

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Month, Day, Year	Finalists Selected and Notified
Month, Day, Year	RFP circulated to finalists
Month, Day, Year	Finalist Proposals due
Month, Day, Year	Finalists present concepts to Selection Committee
Month, Day, Year	Selection Committee forwards final artist/design recommendation
Month, Day, Year	Artist Selected and Notified
Month, Day, Year	Contracting
Month, Day, Year	Project installation complete

Artist Scope of Services

Please review, in the Appendix of this RFQ, the draft contract for this project. The selected artist or artist team will be responsible for the following scope of services:

- Design a [include medium here] public artwork for the bridge in compliance with Florida Department of Transportation Community Aesthetic Feature requirements.
- Lead a feasibility study for the implementation of their selected design, in collaboration with Florida-license engineers (structural, electrical, etc.), and provide budget assumptions for both the fabrication and installation of the project.
- Upon preliminary approval of the artwork design, work with a Florida-licensed structural engineer to furnish comprehensive engineering reports, drawings, renderings, etc. for approval by the City, Army Corps of Engineers, US Coast Guard, and FDOT.
- Collaborate with local, county, and state partners to obtain all necessary permits. Artwork must comply with FDOT Guidelines and the State of Florida Building Code. All elements attached to the structure must be designed to withstand 152 mph winds or as required by the current Florida Building Code and with an engineered anchoring system designed by a Florida licensed structural engineer.
- Lead community engagement as necessary, as directed by the City of Ormond Beach.
- Deliver the artwork to the site for installation and perform artwork installation
- Create an installation plan that will not affect the structural integrity of the bridge or create a vehicular or marine traffic hazard, or a hazard to pedestrians traversing the bridge.
- Outline detailed routine and long-term maintenance and care instructions for the artwork, including any of its components that attach to the bridge, as these will not be maintained by FDOT. Long-term maintenance must be minimal, as assured by the proper selection and installation of materials. Artwork design must not hinder or prevent regular FDOT bridge inspections. Artists must identify any maintenance activities that may occupy the public right-of-way.

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The City and/or FDOT will furnish architectural drawings of the bridge and site reports, upon selection of the artist. The City will be the applicant for any regulatory applications with FDOT, but the artist will be responsible for furnishing all necessary information, including but not limited to drawings, descriptions, renderings, list of materials, installation plans, ongoing maintenance plan, engineering documents, etc.

Insurance Requirements

Artists must [provide City insurance requirements here]. The City of Ormond Beach shall be named as additional insured on the policy.

Appendix

Downtown Ormond Beach Arts Master Plan
Draft Contract
Include bridge images, or map

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REQUEST FOR PROPOSALS (RFP)
Granada Bridge Public Art Project
Ormond Beach, Florida

Issue Date: Month, Day, Year
Due Date: Month, Day, Year

Project Description

The City of Ormond Beach is seeking an artist to conceptualize, fabricate, and install [describe type of public art project here] on Granada Bridge. In alignment with the vision for the Downtown Ormond Beach Master Arts Plan [provide link to final plan], public art on the bridge should both reflect the character of Ormond Beach, as well as elevate the civic environment. Specific goals for Granada Bridge public art include:

- Express Ormond Beach's identity
- Symbolically connect the City
- Activate Downtown Ormond Beach and its surrounding parks
- Support traffic calming efforts and enhance safety

A lump sum of $[amount] has been allocated for the Artist's scope of services. The budget for this project is inclusive of all costs associated with the project, including but not limited to: artist expenses/honorarium, administration, sub-consultants, travel/lodging, artwork fabrication (including materials, details and specifications), site prep, storage, transportation and installation, related permits, licenses, taxes and insurance. Any expenses that exceed the contracted amount will be the artist's responsibility.

Project Site

Granda Bridge crosses the Halifax River, connecting Downtown Ormond Beach with its Beachside district. Aside from serving as a major feature of Ormond Beach's civic infrastructure, the high-clearance bridge is the centerpiece of the City's four main civic plazas: Fortunato Park, The Casements and Rockefeller Gardens, Cassen Park, and Bailey Riverbridge Gardens. This state-owned road consists of pedestrian and bike lanes on either side, as well as four lanes of traffic.

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Enhancing Granada Bridge through public art will not only enliven the public spaces surrounding the bridge, but also it can provide traffic calming effects, enhance safety, and serve as an outward expression of the City's identity and character.

Ormond Beach, Florida Overview

[Community description here]

RFP Selection Process

Overview

Submissions for this Request for Proposals (RFP) will be reviewed by a Selection Committee that has been assembled for this project. The Selection Committee has identified at least three (3) but no more than four (4) artists or artists teams to respond to this RFP, following the selection committee's favorable review of their RFQ submission. RFP finalists will receive an honorarium of $2,500 each to develop their proposals, to be paid to the artists by the City of Ormond Beach upon invoice.

Presenting the Proposal to the Selection Committee

The proposal is to be presented on Zoom exact days and times tbd. We have allocated a total of 40 minutes for your proposal; anticipating up to 20 minutes for you to present and 20 minutes for conversation with the Panelists. Your concept will be reviewed by the staff project team prior to your presentation so that questions can be compiled in advance of your presentation, but no concepts will be shared with panelists in advance of the presentation. You will maintain control of the presentation during the Panel review.

Selection Criteria

The artist or artist team will be selected by demonstrating:

- Artistic Excellence: The aesthetic significance and quality of the artwork, including the artworks transformative and distinctive qualities.
- Context: Artwork's appropriateness to surrounding architecture, topography, local history, and community attitudes and concerns of both the residents of the City of Ormond Beach and the surrounding community.
- Durability, Safety and Permanence: The artwork is resistant to weathering as well as structurally sustainable. The artwork must be examined for unsafe conditions, materials, or factors, as well as the potential for excessive maintenance.

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- Technical Feasibility: The artist must provide convincing evidence of his or her ability to complete the artwork as proposed.
- Past Performance: The Selection Committee will consider the artist's performance under previous contracts including success in meeting established timelines and budgets.
- Cost Feasibility: The Selection Committee will consider the cost feasibility and determine if the project is realistic within the specified project budget.

Once selected, the artist must design and create artwork that:

- is of high artistic quality
- is appropriate to the project site
- is of durable design and uses durable materials that require minimal maintenance
- provides maximum resistance to vandalism
- reflects one or more of the project goals identified by the Committee

Responding to this RFP

Please send a concept proposal addressing the following:

- Narrative description of the concept and its relationship to its site/community.
- Concept drawings that show the following:
    - Location and dimensions of the artwork and site plan with footprint of artwork.
    - Visual depiction of the artwork including several elevation drawings to understand the artwork from several sightlines.
- List of proposed materials
- List of maintenance issues and concerns
- Preliminary installation plan and required equipment
- Timeline from concept to final installation with key milestones with target installation date of Month, Day, Year
- Budget with major line items identified. The budget for this project is $amount and is inclusive of all costs associated with the project, including but not limited to: artist expenses/honorarium, community engagement event(s), administration, sub-consultants, travel/lodging, artwork fabrication (including materials, details and specifications), site preparation, artwork crating, storage, transportation and installation, related permits, licenses, taxes and insurance. Any expenses that exceed the contracted amount will be the artist's responsibility. Please outline the following:
    - Artist design fee
    - Engineering costs
    - Travel costs
    - Insurance costs

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- Contingency
- All applicable taxes
- Artwork fabrication costs, including all anticipated costs for subcontractors
- Itemized artwork transportation costs (shipping, crating, delivery, etc.)
- Anticipated Installation Details, including but not limited to:
  - itemized anticipated installation costs, including but not limited to equipment rental, installation personnel fees, travel fees for installation, and construction
  - Anticipated installation plan, including any anticipated occupation of the public right-of-way
- Costs related to meetings with local, county, and state officials (virtual and/or in-person)
- Permitting costs

Submission Format

Responses shall be submitted as a single PDF file via email to Recipient TBD. Questions about this RFP shall be sent in writing to Recipient TBD by Month, Day, Year. Phone calls will not be accepted.

***RFP Submission Due Date*:** Month, Day, Year

Selection Process and Timeline

The timeline for the full process is below, and is subject to change:

Month, Day, Year	RFP circulated to finalists
Month, Day, Year	Finalist Proposals due
Month, Day, Year	Finalists present concepts to Selection Committee
Month, Day, Year	Selection Committee forwards final artist/design recommendation
Month, Day, Year	Artist Selected and Notified
Month, Day, Year	Contracting
Month, Day, Year	Project installation complete

Artist Scope of Services

Please review, in the Appendix of this RFP, the draft contract for this project. The selected artist or artist team will be responsible for the following scope of services:

- Design a [include medium here] public artwork for the bridge in compliance with Florida Department of Transportation Community Aesthetic Feature requirements.

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- Lead a feasibility study for the implementation of their selected design, in collaboration with Florida-license engineers (structural, electrical, etc.), and provide budget assumptions for both the fabrication and installation of the project.
- Upon preliminary approval of the artwork design, work with a Florida-licensed structural engineer to furnish comprehensive engineering reports, drawings, renderings, etc. for approval by the City, Army Corps of Engineers, US Coast Guard, and FDOT.
- Collaborate with local, county, and state partners to obtain all necessary permits. Artwork must comply with FDOT Guidelines and the State of Florida Building Code. All elements attached to the structure must be designed to withstand 152 mph winds or as required by the current Florida Building Code and with an engineered anchoring system designed by a Florida licensed structural engineer.
- Lead community engagement as necessary, as directed by the City of Ormond Beach.
- Deliver the artwork to the site for installation and perform artwork installation
- Create an installation plan that will not affect the structural integrity of the bridge or create a vehicular or marine traffic hazard, or a hazard to pedestrians traversing the bridge.
- Outline detailed routine and long-term maintenance and care instructions for the artwork, including any of its components that attach to the bridge, as these will not be maintained by FDOT. Long-term maintenance must be minimal, as assured by the proper selection and installation of materials. Artwork design must not hinder or prevent regular FDOT bridge inspections. Artists must identify any maintenance activities that may occupy the public right-of-way.

The City and/or FDOT will furnish architectural drawings of the bridge and site reports, upon selection of the artist. The City will be the applicant for any regulatory applications with FDOT, but the artist will be responsible for furnishing all necessary information, including but not limited to drawings, descriptions, renderings, list of materials, installation plans, ongoing maintenance plan, engineering documents, etc.

Insurance Requirements

Artists must [provide City insurance requirements here]. The City of Ormond Beach shall be named as additional insured on the policy.

Ownership of Art

The selected artist or artist team will retain copyright of their artwork and the Client may use the images and other information submitted by the Artist for educational and public affairs purposes only.

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Appendix

Downtown Ormond Beach Arts Master Plan
Draft Contract
FDOT Design Manual Links
Include bridge images, or map

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Artwork Commission Agreement

THIS AGREEMENT, is entered into this __ day of _____ , YEAR, by and between the City of Ormond Beach, Florida, a municipal corporation (hereinafter the "City"), located at 22 S Beach St, Ormond Beach, FL 32174 and NAME OF ARTIST (hereinafter "Artist") located at [ADDRESS].

WHEREAS, the City requires the services of an artist to create a work of art (hereinafter the "Work", and as described and defined in Exhibit A) for installation on Granada Bridge (hereinafter "Site"); and

WHEREAS, the Artist is a professional artist and represents that it has the special expertise, qualifications and background necessary to complete the Work and related services.

WHEREAS, the City has selected the Artist based upon the Artist's work and qualifications; and

WHEREAS, the Artist and the City wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:

Article 1. Contract Documents.

I. This Agreement includes:

a. This executed Agreement document.

b. The City's RFP (which shall be attached as Exhibit G hereto and which is hereby incorporated by reference into this Agreement as fully as if set forth below, along with all contracts, instruments, references, and other matters referred to or incorporated in the RFP); and

c. The Artist's Proposal (which shall be attached as Exhibit H hereto and which is hereby incorporated by reference into this Agreement as fully as if set forth below).

The foregoing are collectively referred to as the "Contract Documents."

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II. In the event of a conflict among the terms of the Contract Documents, the order of prevailing precedence (a – highest order to c – lowest order of precedence among the Contract Documents shall be as follows):

a. This Agreement.

b. The RFP.

c. The Artist's Proposal.

Article 2. Scope of Services

I. Artist's Obligations

A. The Artist shall perform the Work pursuant to the terms and conditions of this Agreement. In connection therewith, the Artist shall perform all services and furnish all supplies, material and/or work equipment as necessary for the design, engineering, fabrication, crating, transportation, uncrating, and installation of the Work, including those set forth on Exhibit C, in the manner and to the full extent as set forth in the Contract Documents and other documents related thereto which are on file at the office of the City, and to the satisfaction of the City. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

B. The Artist shall determine the artistic expression, design, dimensions and materials of the Work, subject to review and acceptance by the City, as set forth in this Agreement.

C. The Artist shall prepare the design concept described in Article 2, Section III of this Agreement.

D. The Artist shall complete the fabrication, transportation and installation of the Work by the scheduled dates as provided in the Proposed Schedule/Time Frame included in Exhibit E.

E. The Artist shall arrange for the crating, shipping, transportation and installation of the Work to/at the Site in coordination with the City. If the Artist does not personally install the Work, the Artist shall supervise and approve the installation. Prior to the installation of the Work, the Artist shall visually inspect the site to ensure that it is ready to accept the Work and compliant with the specifications provided by the Artist. The Artist shall notify the City of any known and/or readily discoverable conflict, defect or non-compliance with specifications provided by the Artist. The Artist is not

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responsible or liable for different site conditions and unknown, unobservable, buried, and/or latent conflicts, defects, or non-compliance. The Artist shall be entitled to an equitable adjustment in time and/or cost for any differing site conditions, and unknown, unobservable, unforeseen, buried, and/or latent conflicts, defects, or non-compliance that affect the Work in accordance with this Agreement.

F. The Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit D.

G. The Artist shall inform the City of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description in accordance with the payment schedule in Exhibit B.

H. The Artist's services under this Agreement shall commence upon execution of this Agreement by the City and shall progress so that the Work is completed in a timely fashion, with an expected delivery date no later than DATE and consistent with the City's requirements.

I. The Artist shall create, ship and install the Work in accordance with industry standards for workmanship and service in the field consistent with the professional skill and care ordinarily exercised by like professionals under the same or similar circumstances for projects of similar design and complexity.

J. The following personnel shall serve as the point of contact for Artist for the duration of this Agreement ("Artist's Representative"): [INSERT NAME AND CONTACT INFORMATION]. Should the Artist's Representative be replaced, and such replacement requires the Artist to undertake additional reevaluations, coordination, orientations, etc., the Artist shall be fully responsible for all such additional costs and services.

K. The Artist shall obtain all necessary licenses, permits and approvals from the [permitting and/or review authorities] required for installation of the Work (the "Governmental Approvals"), and shall be responsible for performing the Work in accordance with all applicable laws and regulations, including without limitation zoning and environmental regulations.

L. The Artist shall not engage any subcontractors in connection with the Work without the prior written consent of the City. The Artist shall provide a list of any subcontractors engaged by the Artist, along with a copy of the agreement between Artist and each subcontractor.

II. City's Obligations

A. The City shall use reasonable efforts to inform the Artist of availability and locations of utilities and infrastructure and any specific limitations imposed by applicable laws and/or regulations, including without limitation zoning or environmental regulations, relating to the Site that may impact the Work or its installation. The City shall also cooperate, at no cost to the City, with the Artist's efforts to obtain the Governmental Approvals.

B. The City shall assign an informed person ("Project Coordinator") to work with the Artist on the Project. The Artist shall comply with the directions given by the Project Coordinator, and their respective designees so long as they do not materially impact the Artist's time and/or costs for completion of the Work. If any such direction increases time and/or costs for completion of the Work, the Artist shall be entitled to an equitable adjustment in time and/or costs in accordance with this Agreement.

C. The City shall be responsible for providing the Artist with reasonable access to the Site (subject to all security requirements and preconditions of access set forth in this Agreement), and will not charge for utility usage for the installation of the Work. In the event that the Artist is refused access to the Site as reasonably required, then unless such denial of access is caused by the acts or omissions of Artist or its representatives, the Artist shall be excused from any delay occasioned by such denial of access and the Artist shall be entitled to an equitable adjustment in costs associated with such delay.

D. The City shall provide and install a plaque, name plate or other signage on or near the Work containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [ARTIST] [YEAR]. If the signage is to be placed on the Work or Work pedestal, the City will consider any feedback provided by the Artist to the City prior to its installation.

III. Design

A. *Concept/Schematic*

The Artist submitted a design concept/schematic as part of the Artist's Proposal (the "Preliminary Design") which was selected and approved by the City, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Work and how it will be installed at the Site, mock-ups, color and

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materials samples, and proposed fabrication methods. The Preliminary Design is attached to this Agreement as Exhibit A.

B. Approval

The final form of the Work is subject to the written approval of the City. The City may approve the final design outright, or with conditions, or may reject the Preliminary Design for any reason. The City may require revisions to the Preliminary Design in order to comply with any applicable laws, ordinances or regulations, or for other reasons, including budgetary and/or ensuring the physical integrity of the Work or its installation at the Site. If agreed upon by both parties, the Artist will modify the Preliminary Design to incorporate the City's required revisions and make any required adjustments to the Lump Sum Price or schedule.

At the moment of approval for the Work, the City must also approve the Artist's intended display elements at the Site, including but not limited to: electric needs for proposed lighting, plinths or other related display structures pertaining to the physical integrity of the Work at the Site, and proposed signage. The City will provide the Artist with an overview of intended landscaping at the Site.

If the Artist declines to revise the Preliminary Design as provided in this Section, or in the City's judgment, fails to adequately revise the Preliminary or Final Design (as hereinafter defined), or to provide adequate information, the City may terminate this Agreement upon written notice to the Artist, and the parties shall be under no further obligation to each other as of the date of such termination, which may be the date of refusal by the City of the Final Design. Upon termination, the Artist shall retain ownership of any and all rights in the Preliminary and Final Designs and all drawings and other renderings of the Preliminary and Final Designs prepared by the Artist pursuant to this Agreement.

C. Proposed Change After Approval

After the final form of the Work is approved by the City, the Artist may not change or alter the Work without the City's prior written consent at the City's sole discretion.

D. Final Design/Construction Documents

After approval of the Preliminary Design, the Artist shall prepare a final design ("Final Design"). The Final Design shall include the following:

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1. any amended versions of drawings, renderings, maquettes, plans or finish samples included in the Preliminary Design; and

2. engineered drawings of the Work's structural components, fabrication and installation methods, which must be signed and stamped by licensed design professionals/engineers.

Upon approval by the City, the Final Design as approved (the "Approved Design") shall be attached as Exhibit I to this Agreement. The Artist shall provide a set of as-built drawings for the Work following its installation.

IV. Payment Schedule

A. Lump Sum Price

1. The lump sum price for this project (the "Lump Sum Budget") shall not exceed $amount, which shall be inclusive of, without limitation, design, engineering, fabrication, installation, travel expenses, equipment rental, and an artist fee. The Lump Sum Price shall consist of four payment milestones, as set out in Exhibit B. The Lump Sum Price shall not exceed $amount unless the Artist obtains approval in writing for an increase in the Lump Sum Price from the City.

2. If the Artist incurs costs in excess of the Lump Sum Price, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the City.

3. The foregoing Lump Sum Price shall be inclusive of all costs of whatsoever nature associated with the Artist's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees.

4. In the event the City determines at any time, prior to final acceptance of the Project, that the Work or any portion thereof does not substantially conform with the Approved Design or is not installed in substantial conformity with the Approved Design, the City may, upon written notice to the Artist, withhold any payments due to the Artist under this Agreement. The City shall submit the reasons for its withholding in writing and provide the Artist thirty (30) days from the date of the City's notice to make the necessary adjustments to the Work in accordance with such notice before any further payments are made.

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5. The Artist acknowledges that part of the Lump Sum Price payments hereunder may come from art funds provided as grants to the City, or as permitted uses for City construction or maintenance projects, and upon request by the City, the Artist will provide the City with any information reasonably requested by the City for reporting purposes in connection with the use of such funds.

B. Payment Schedule

1. The City shall pay the Artist in accordance with the Artist's completion milestones and payment schedule as set forth in Exhibit B.

2. A W-9 and an invoice shall be required for processing payment.

3. Payments will be made via check mailed to the Artist at the address set forth above or by ACH transfer per account information to be provided by the Artist.

4. Any state or federal sales, use or excise taxes, or similar charges relating to payments to the Artist for services and materials under this Agreement shall be paid by the Artist in a timely fashion.

V. Fabrication

A. The Artist shall fabricate and install the Work in substantial conformity with the Approved Design. The Artist may not deviate from the Approved Design without written approval of the City. The City shall have the right to review the Work at reasonable times during its fabrication and installation, upon reasonable notice, whether on-Site or off-Site.

B. The Artist shall take reasonable measures to protect or preserve the integrity of the Work, such as the application of protective or anti-graffiti coatings, if applicable, unless the City disapproves.

C. The Artist shall provide at least sixty (60) days' notice to the City, in writing, when fabrication of the Work has been completed, and that the Work is ready for delivery and installation at the Site.

D. The City shall inspect the Work within thirty (30) days after receiving notification from the Artist that the Work is ready for delivery and installation, to determine that the Work conforms with the Approved Design,

and to give final approval of the Work. The City may request photographs for the inspection process in lieu of an in-person inspection. The City shall not unreasonably withhold final approval of the Work. In the event the City does withhold final approval, it shall submit the reasons for its disapproval in writing within three (3) business days after examining the Work. The Artist shall then have thirty (30) days from the date of the City's notice of disapproval to make the necessary adjustments to the fabricated Work in accordance with such notice.

E. The City shall promptly notify the Artist of any delays impacting installation of the Work. The Artist shall be entitled to an equitable adjustment in time and/or costs associated with such delays in accordance with this Agreement.

F. The Artist shall provide the substance for creation of the Work didactics (i.e., Artist's name, year, description and title of Work) ninety (90) days before installation begins and subject to City guidelines.

G. The Artist shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Work and shall notify the City within two (2) business days after such inspection of any adverse Site conditions that will impact the installation of the Work and which are in need of correction. Failure to inspect the site by the Artist shall be deemed as an acceptance of the Site conditions.

VI. Delivery and Installation

A. No later than ninety (90) days before the installation of the Work, Artist shall provide a written description of the installation of the Work, including the area needed for staging equipment, the equipment that will be brought onto the site, the proposed date of installation commencement, the period of time Artist will be on site to complete the installation, and whether and how pedestrian and/or vehicle traffic will need to be restricted.

B. The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Work. The Artist will confer and coordinate with the City and those involved in installation on all aspects of delivery and installation. The Artist shall not deliver the Work and/or the components thereof, until authorized to do so by the City. The Artist is not obligated to prepare the site to accept the Work other than to determine that the site can receive the Work as set out in Section 2.I.E.

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C. Upon the City's final approval of the Work as being in conformity with the Approved Design, the Artist shall deliver and install the Work to the Site in substantial conformity with the Approved Design and in a timely manner in accordance with the Proposed Schedule/Timeframe included in Exhibit E. Transportation fees and any off-load costs onto the Site shall be included in the Lump Sum Price.

D. Prior to requesting authorization to transport and install the Work, the Artist shall provide the City with a list of all workers or subcontractors and equipment to be used, along with the hours of work and the scope of work to be performed at the Site. All additional workers or subcontractors must provide proof of insurance in conformity with Exhibit D prior to entering the Site.

E. The City agrees to reasonably cooperate in the scheduling of the installation of the Work at the Site so that the Project may be completed promptly.

F. The Artist is responsible for uncrating and installing the Work. The Artist shall be present during installation of the Work at the Site, as coordinated with the City. The Artist shall avoid creating nuisance conditions arising out of Artist's operations, as determined by the City. The Artist shall maintain a neat appearance at the Site during installation, to the greatest extent possible and within the Artist's control.

G. The Artist shall be responsible for any clean-up of the Site made necessary by the Artist's installation of the Work, including without limitation, removal of the Artist's equipment and materials, and the repair of any portion of the Site or surrounding area damaged by the Artist's installation of the Work.

H. Notwithstanding anything to the contrary, Artist may not install the Work until authorized to do so by the City in writing.

I. Provided Artist has been paid for undisputed Work performed in accordance with this Agreement, the Artist shall keep the Work, the City and every City improvement free and clear from all liens for labor performed and materials furnished; and defend, at the Artist's cost, each and every lien asserted or filed against the land, or any part thereof, or against this Agreement or any improvement and pay each and every judgment resulting from such lien. Notwithstanding the foregoing, the Artist reserves its statutory rights available for the City's failure to make payments for undisputed Work performed in accordance with this Agreement.

VII. Approval and Acceptance

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A. Upon completion of the installation of the Work, the Artist shall notify the City within two (2) business days. The City shall then have thirty (30) days to inspect the Work to determine whether the Work has been completed and installed in substantial conformity with the Approved Design and whether the Work is in excellent condition.

B. The City shall notify the Artist of final acceptance of the Work ("Final Acceptance Letter"). The effective date of Final Acceptance Letter shall be the date the City delivers the Final Acceptance Letter to the Artist in person or dispatches the letter by overnight courier. The final acceptance shall be understood to mean that the City acknowledges completion and installation of the Artwork in substantial conformity with the Approved Design and delivery of the Artwork in excellent condition with any required modifications, and that the City confirms that all services required of both parties by this Agreement have been completed. Title to the Artwork passes upon final acceptance and final payment. Such Final Acceptance Letter does not affect any warranty, hold harmless, or indemnification provided in this Agreement, which shall continue to be in full force and effect as provided herein.

C. Upon completion of the installation of the Work, the Artist shall provide the City with detailed written instructions for the future maintenance and preservation of the Work, which shall contain both a description of all materials and processes utilized in the construction and fabrication of the Work and recommendations for the short-term and long-term maintenance and preservation thereof.

Article 3. Terms of Agreement

I. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the City receives title to the Work ("Termination Date").

II. Survival

Any provision of this Agreement that is, by its nature, continuing shall survive termination or expiration of this Agreement. Specifically, and without limitation, the following sections shall survive termination or expiration of this Agreement: Article 5 [Artist's Representations and Warranties]; Article 6, Section II [Indemnification];

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Article 7 [Ownership and Intellectual Property Rights]; Article 8 [Artist's Rights]; Article 10 [Assignment of Work]; and Article 13 [General Provisions].

III. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event that a condition or conditions beyond the Artist's control render timely performance by the Artist of its obligations under this Agreement impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition or conditions. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations. Failure of the Artist to perform its contractual obligations during such period of force majeure due to conditions beyond the Artist's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions and provided the Artist shall diligently take efforts to avoid or remove such conditions which are the cause of the Artist's delay in the performance and delivery hereunder. In the event of a force majeure event that continues for a period of greater than six (6) months notwithstanding Artist's diligent and good faith efforts to remove or avoid the condition or conditions causing the Artist's delay, either party may terminate the Agreement upon ten (10) days' written notice to the other party.

[Or include the City's standard Force Majeure clause here]

Article 4. Risk of Loss

I. The Artist shall bear the risk of loss or damage to the Work until completion of the installation of the Work and acceptance by the City. The Artist shall take such measures as are reasonably necessary to protect the Work from loss or damage.

Article 5. Artist's Representations and Warranties

I. Warranties of Title

The Artist represents and warrants that:

A. the Work is solely the result of the artistic effort of the Artist;

B. the Work, whether created by the Artist alone or in collaboration with others, is unique and wholly original to the Artist and does not infringe upon any copyright or the rights of any person;

C. the Work (or any copy or reproduction thereof) has not been offered or accepted for sale elsewhere;

D. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;

E. the Work is free and clear of any liens from any source whatsoever, provided the Artist has received payment for undisputed Work performed in accordance with this Agreement;

F. the Artist owns all contributions to the Work made by the Artist's assistants or anyone else who has made any copyrightable contribution to the Work, either by way of assignment or as work made for hire;

G. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

H. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and industry standards, with the care, skill, and diligence ordinarily exercised by like professionals under the same or similar circumstances for projects of similar design and complexity;

I. these representations and warranties shall survive the termination or other extinction of this Agreement; and

J. upon submission of the final invoice, as set forth in Exhibit B, the Artist shall provide the City with a Warranty of Title certifying that the Work is free of liens, claims or other encumbrances and that Artist has the legal ability to make this sale upon the completion of installation and final payment to the Artist. Said document shall be in substantially similar form to the sample form attached hereto as Exhibit F.

II. Warranties of Quality and Condition

A. The Artist represents and warrants that all work, including installation, will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Work) for one (2) years after the Termination Date.

B. The Artist represents and warrants that the Work and the materials used in the Work are not currently known to be harmful to public health and safety.

C. The Artist represents and warrants that all services performed hereunder shall be performed in accordance with all applicable laws, regulations,

ordinances, City standards for design and construction practices and with the care, skill, and diligence ordinarily exercised by like professionals under the same or similar circumstances for projects of similar design and complexity.

D. If, within one (2) years after the Termination Date, the City observes any breach of warranty described in this agreement that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.

E. If, within one (2) years after the Termination Date, the City observes a breach of warranty described in this agreement that is not curable by the Artist, and such breach is not due to the negligence or intentional act of the City, the Artist shall reimburse the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in its proposal, Preliminary, Final or Approved Design, drawings or in any other written disclosure to the City, and the City accepted the risk of such occurrence, it shall not be deemed a breach for purposes of this Section.

F. If, after one (2) years from the Termination Date, the City observes any breach of warranty described in this agreement that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at no cost to the City for so long as the City continues to display the Work publicly. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to make or supervise repairs or restorations, the City may thereafter, at any time, engage a qualified restorative conservator and maintenance expert or other professional to make or supervise repairs or restorations at the City's expense, and the Artist shall have no right of first refusal for future repairs or restoration.

G. The Artist represents and warrants that:

    1. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance and preservation instructions submitted by the Artist upon completion of the Work.

    2. General routine cleaning and repair of the Work will maintain the Work within the intended standard of public display.

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3. Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below the intended standard of public display.

4. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within the intended standard of public display. General wear and tear may include minor and repairable mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

5. Manufacturer's Warranties. To the extent the Work incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the City.

H. The foregoing Warranties of Quality and Condition are conditional and shall be voided by the City's failure to maintain the Work in accordance with Artist's specifications.

I. These representations and warranties shall survive the termination or other extinction of this Agreement.

Article 6 Insurance

I. General

A. The Artist acknowledges that until acceptance of the Work by the City, any injury to property or persons caused by the Work or any damage to, theft of, vandalism to, or acts of God affecting the Work are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Work, regardless of where such loss occurs.

B. The Artist agrees to procure and maintain, at its own cost, and keep in effect the policies of insurance set forth on Exhibit D. Terms for the procurement and duration of insurance are provided in Exhibit D.

C. Upon execution of this Agreement, the Artist shall submit to the City certificates of insurance that clearly identifies the Artist, evidence the required coverages, and specifically provide that the City is an additional insured with respect to the required coverages and operations of the Artist under this Agreement. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that the

coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days' written notice has been given the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. The Artist shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by the City.

E. Violation of the terms of this Section, including failure to comply with any terms set forth on Exhibit D, shall constitute a breach of the Agreement and the City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Artists shall thereupon cease and terminate.

II. Indemnity

A. [Include standard City Indemnification clause here]

Article 7 Ownership and Intellectual Property Rights

I. Title

Title to the Work shall pass to the City upon its written final acceptance of the Work and final payment by the City to the Artist pursuant to Exhibit B, without the need for further action by the parties. Notwithstanding the parties' express intent that no further action shall be necessary for title to the Work to vest in the City as and when set forth in the foregoing sentence, the Artist covenants and agrees to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be reasonably required to carry out such intent of the parties, including by executing a bill of sale to effect or memorialize the transfer of ownership of the Work to the City, at no further cost to the City.

II. Ownership of Documents

The City shall retain all physical and electronic copies of drawings, photographs, schematics, models, renderings, and the like, including the Approved Design, delivered to the City by the Artist. The City, at its option, may make electronic copies of any such materials and deliver the originals to the Artist. The City's ownership extends to the particular copies delivered by the Artist, and any electronic copies made pursuant to this Section, but does not convey any copyright interest in such materials, all of which remain with the Artist.

III. Copyright Ownership

A. *Artist Copyright*

The Artist retains all rights under the Copyright Act of 1976, 17 U .S.C. § 101 et seq., as the sole author of the Work for the duration of the copyright, except as licensed or authorized in this Agreement. The Artist represents and warrants to the City that the Work and materials pertaining to the Work (including but not limited to instructions, plans, diagrams, models, and sketches) will be original to the Artist and do not violate any third party's copyright or other intellectual property rights.

B. *City Copyright*

The Artist agrees that the City and its agents may document the Work including, without limitation, its display, installation, and deinstallation, by all modern methods available (including but not limited to photography and video) for archival, promotional, publicity, educational, and any other non-commercial purposes as the City shall determine and that the City shall own the copyright in any and all City documentation. The City will give credit to the Artist as specified in this Agreement when images of the Work are published.

IV. Reproduction Rights

A. The parties intend that the Work be and remain unique. Accordingly, the Artist shall not make any additional exact duplicate reproductions of the Work, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future works of art in the Artist's manner and style of artistic expression. The Artist shall not reproduce or incorporate the Work in items for sale without the City's prior written consent.

B. The Artist hereby grants the City a non-exclusive, perpetual, worldwide, royalty-free license, with right to sublicense, to reproduce and distribute images of the Work for its routine (e.g., education, public information, City promotion, etc.) purposes, including, but not limited to, reproductions used in print, video or online reproduction in exhibit catalogues, books, slides, photographs, postcards, the CIty's websites and advertising, City promotional items, and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not

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primarily devoted to art but of an educational, historical or critical nature, slides and files not intended for mass audience.

C. Except in the event the Artist disclaims authorship of the Work in accordance with Article 8, all reproductions by the City shall contain, if the context reasonably permits, a credit to the Artist and a copyright notice in substantially the following form: © [ARTIST] [YEAR].

D. The Artist shall, in any public showing or resume use of reproductions of the Work, give acknowledgment to the City in substantially the following form: "An original artwork owned and Commissioned by the City of Ormond Beach, Florida."

E. The City is not responsible for any third-party infringement of the Artist's copyright and is not responsible for protecting the Artist's intellectual property rights.

F. The Artist acknowledges that the Site is a public space that may be depicted by the City and others in photographs, audiovisual works or the like produced at the Site and that the Work may appear in such works. Any reproduction of the Work in such works will not violate any copyright or any other right of Artist, and will not require any credit to the Work or the Artist. By way of clarification, and not as a limitation, such works may include films, photographs, television stories or interviews, and other types of activities that may take place at the Site or at the City or in its vicinity that may result in the Work appearing in such works because of its location and its significance as a public work of art.

G. The City, or its designee, may undertake to film the creation and installation of the Work as a way to document the process. Artist consents to the display and reproduction of the Work and any related works, including drawings, plans, designs, and the like, in the resulting audiovisual work, and agrees that no performance, display, or transmission of this audiovisual work will infringe any copyright or any right of publicity held by the Artist.

Article 8 Artist's Rights

I. General

A. To the extent that the Artist's contribution to and authorship of the Work may be protected under the Visual Artists' Rights Act of 1990, 17 U.S.C. § 106A ("Visual Artists' Rights Act"), and the Artist might be entitled to any protection thereunder, Artist expressly waives any and all rights arising

under the Visual Artists' Rights Act, and any rights arising under federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under the Visual Artists' Rights Act or any other type of moral right or droit moral with respect to the Work for any and all uses in which either the attribution or the integrity right may be implicated including, without limitation, the destruction of a work of recognized stature, and the removal, relocation, destruction, distortion, mutilation or other modification of all or any portion of the Work, as deemed necessary by the City. The Artist expressly recognizes and acknowledges that the nature of the Work may subject the Work at any time, in the sole discretion of the City, to destruction, distortion, mutilation or other modification through alteration, removal or relocation of all or any portion of the Work in the ordinary course of business of the City.

B. If any substantial alteration or damage to the Work occurs, the Artist shall have the right to disclaim authorship of the Work.

II. Deaccession of Work

In accordance with Article 7 above, Artist hereby acknowledges that upon the Work's transfer of ownership to the City, the Work will be accessioned into the City's Public Art Collection (hereinafter "Collection"). As part of the Collection, the Work will be governed by any guidelines, processes, policies and procedures established from time to time by the City (hereinafter "Policy"). As an artwork in the Collection, the City may deaccession the Work, including but not limited to, taking one of the following actions:

A. selling the Work;
B. donating the Work; or
C. discarding or destroying the Work;

III. Sale of Work

The Artist, or estate of the Artist, will be given the first option to purchase or exchange the artwork(s). In the event the City receives a bona fide written offer from any third party to purchase the Work, which the City desires to accept, Artist has the right and may elect to purchase the Work at the price offered by such third party (the "Offered Price"). The City shall give notice to Artist, including delivery to Artist of a true and exact copy of the written bona fide offer, and allow Artist 30 calendar days subsequent to the City's receipt of such notice within which Artist may elect to purchase the Work from the City, and in the event Artist so elects to purchase the Work by giving notice of such election to the City within the 30 day period the City shall sell the Work to Artist at the Offered Price. Further,

notwithstanding anything to the contrary contained in this Agreement, the City shall not donate, discard or destroy the Work without first offering in writing to transfer ownership of the Work back to the Artist; provided, however, that if the City determines that the Work presents an imminent hazard to the public, the City may authorize the destruction, modification, removal or relocation of the Work without prior notice to the Artist.

Article 9 Artist as an Independent Contractor

I. The parties agree that the Artist is an independent contractor and not an employee of the City and any persons employed by Artist for the performance of services hereunder shall be independent contractors and not agents of the City. Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City with the power to bind in any manner. Artist shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the City the right to direct Artist as to details of performing services or to exercise a measure of control over the services mean that Artist shall follow the direction of the City as to end results of the services only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The City will not pay a salary or hourly rate, instead of a fixed or contract rate. The City will not withhold Social Security, Medicare, State or Federal taxes.

II. As an independent contractor, Artist is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. Artist is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

III. The Artist, when on the premises of the City, shall comply with all terms, laws, and conditions generally applicable to those performing services for the City, including, without limitation, public safety and security procedures.

Article 10 Assignment of Work

I. The Work and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement.

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Article 11 Termination and Default

I. If either party to this agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.

II. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the City all funds provided by the City. All finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.

III. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such party's reasonable control. If a party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than thirty (30) days prior to the effective date of termination.

IV. The City may terminate this Agreement without cause upon sixty (60) days' written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the milestones for payments set forth in Exhibit B of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit B. The Artist shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.

V. Upon notice of termination, the Artist and its subcontractors shall cease all services affected.

Article 12 Death or Incapacity

I. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 11.

II. In the event of death or incapacity, the City may elect to terminate this Agreement and select an artist or fabricator of its choosing to complete the Work. The Artist shall retain all rights under Article 7 and Article 8 in the event of termination pursuant to this provision; provided, however, that if the City terminates the Agreement after the Artist's submission of the Preliminary Design, the Artist will retain ownership of the copyright in the Preliminary Design, but to the extent the finished Artwork qualifies as a derivative work of the Preliminary Design, the City or the artist or subcontracting fabricator who completes the Work will own the copyright in the derivative work and their copyrightable contributions to the finished Work. In the event the City elects to complete the Work, the Work and any reproductions thereof, if the finished Work qualifies as a derivative work of the Artist, shall contain a copyright notice in substantially the following form: Based on a design by [Artist], © [the City or completing artist] [year].

Article 13 Waiver

I. The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 14 Jury Waiver

I. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the [NUMBER] Judicial Circuit in and for Volusia County, Florida, for claims under state law, and in the [DISTRICT] of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

Article 15 Amendments

I. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 16 Conflict with the Law

I. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent

jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 17 Choice of Law

I. This Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. The venue of any action taken to enforce this Agreement, arising out of the Agreement, or related to the Agreement, shall be in Volusia County, Florida.

Article 18 Entire Agreement

I. This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

Article 19 Sovereign Immunity

I. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

Article 20 Audits

I. The Artist shall establish and maintain a reasonable accounting system that enables the City to readily identify the Artist's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; Agreement amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Artist shall

permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Artist, including, but not limited to, those kept by the Agreement, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Artist's office or place of business. The Artist shall not impose a charge for audit or examination of the Artist's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Artist for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Artist's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Artist. Evidence of criminal conduct will be turned over to the proper authorities.

The Artist shall also ensure the City has these rights with Artist's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Artist and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Artist's obligations to the City.

Article 21 Counterparts

I. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Article 22 Public Records - [Specific to Florida, "Sunshine Laws", edit Article as necessary]

I. Artists and any subcontractor shall comply with section 119.0701, Florida Statutes. Artist and any subcontractor are to allow public access to all documents, papers, letters, or other material made or received by Artist in conjunction with the Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Ormond Beach is a public agency subject to Chapter 119, Florida Statutes. The Artist shall comply with Florida's Public Records Law, and as may be amended from time to time. ARTIST'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.
Artist agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

2. During the term of the Agreement, the Artist shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Artist's records under this Agreement include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.

4. The Artist agrees to make available to the City, during normal business hours all books of account, reports, and records relating to this Agreement.

5. An Artist who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes, and as may be amended from time to time.

Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law. 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 Agreement term and following completion of the Agreement if the Artist does not transfer the records to the City. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Artist, or keep and maintain public records required by the City to perform the service. If the Artist transfers all public records to the City upon completion of the Agreement, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public

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records disclosure requirements. If the Artist keeps and maintains public records upon completion of the Agreement, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND AS MAY BE AMENDED FROM TIME TO TIME, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 S Beach St
Ormond Beach, FL 32174
City Clerk Phone number
City Clerk email

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year written above.

The City:

By: _____
NAME

THE ARTIST:

_____
NAME

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EXHIBIT A: PRELIMINARY DESIGN

[TO BE ATTACHED]

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EXHIBIT B: LUMP SUM PRICE AND PAYMENT SCHEDULE

The City shall pay the Artist a fixed fee of $amount, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following milestones:

A. First Payment: $amount (25% of total cost) to be paid to the Artist by the City upon signing this agreement.
B. Second Payment: $amount (40% of total cost) to be paid to the Artist by the City upon written City approval of the Approved Design.
C. Third Payment: $amount (25% of total cost) to be paid to the Artist by the City upon two-thirds of the completion of total fabrication, prior to artwork crating and shipping.
D. Fourth Payment: $amount (10% of total cost), to be paid to the Artist by the City upon issuance of the Final Acceptance Letter.

Upon completion of each milestone, the Artist shall submit a written invoice to the City requesting payment. The Artist shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of milestones and any other supporting documentation reasonably requested by the City. The last invoice shall be accompanied, as a condition of payment, by a waiver of mechanics' and materialmen's liens from each of the Artist's subcontractors, if applicable, or, if such subcontractor is not entitled to a mechanics' or materialmen's lien with respect to the Project, a statement from each of the Artist's subcontractors that the financial obligation between the Artist and such subcontractor has either been met in full or settled to the subcontractor's satisfaction. The City shall submit payment within 30 days of receipt of invoice.

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EXHIBIT C: ARTWORK INFORMATION

1. Scope of Services: To include, without limitation:

- Final Design + Renderings
- Fabrication of Work
- Packing and Shipping of Work to Site
- Installation of Work
- Stamped Engineering Report
- Maintenance Manual and Spares Kit
- Artist Statement and Name of Work

2. Site (Installation Location): Granda Bridge [more specific site information to be detailed]

3. Installation Details

- Installation Instructions and Requirements (traffic control, equipment, etc.) to be provided by [90 days from installation date]
- Installation Period: [Artist to advise, the City to confirm]

4. Artwork Information

- Name
- Materials
- Date
- Copyright
- Credit Line, to be used wherever images are published

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EXHIBIT D: INSURANCE

[Include City's insurance requirements here]

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EXHIBIT E: PROJECT TIMELINE/TIME FRAME

[TO BE ATTACHED]

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EXHIBIT F: WARRANTY OF TITLE

I, _____ (name), _____ (title) of ARTIST, a limited liability corporation guarantee and warrant that the WORK listed in the Artwork City Agreement is free and clear of any liens, claims or other encumbrances of any type.

ARTIST, a limited liability corporation

By:_____

Its:_____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _ day of _____ YEAR, by _____ on behalf of ARTIST, a limited liability corporation, who is [ ] personally known to me to be the person who executed the foregoing instrument, or who has [ ] produced the following identification: _____.

_____ _____

Signature of Notary Public My City expires

_____

Printed Name of Notary Public

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EXHIBIT G: REQUEST FOR PROPOSALS

[TO BE ATTACHED]

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EXHIBIT H: ARTIST'S PROPOSAL

[TO BE ATTACHED]

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EXHIBIT I: APPROVED DESIGN

[TO BE ATTACHED]

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Ormond Beach Bridge Public Art
Case Studies

Project	Scale and Materials	Cost	Year	Notes
Broward County, 17th Street Causeway Bridge	To be determined	$6 million	TBD, 2026 or 2027	Capital campaign underway to raise $4 million; The Broward County Commission allocated $2 million for the artwork.
Bridge of Land and Sky, Hillsboro, Oregon	Powder Coated, ODOT Approved finish on galvanized, mild steel, LED Light L 200’ x H 8’ x W 65’	$1.5 million	2023	Artist-designed lighting was produced with the support of a third party.
Skydance Bridge, Oklahoma City, Oklahoma	Stainless steel, wood, fiberglass	$12.8 million, including art and infrastructure	2012	The community may submit an application for a lighting permit. Skydance Bridge uses a sensor that illuminates the bridge from total darkness through sunrise. Fully pedestrian bridge
Each One, Every One, Equal All, MTA, New York	4,600 square feet of mosaic glass tiles	$1.8 million	2022	Third party mosaic fabricator was used by the artist.
In a River, a Thousand Streams, London	250,000 glass pieces, 187 foot mosaic mural	Not available	2024	Community volunteers support the creation of the artwork over the course of 2 years offsite.
Mountains & Trees, Waves & Pebbles, Guildford Shopping Centre, in Surrey, Canada	10,139 square feet, 50,000 plants installed	Not available	2013	This artist-designed wall came to life with support from a landscape architecture firm and used over 120 unique varieties of native plant species. The installation is completely self-watering.

Submittal/Approval Letter

To:_____ Date:_____
District or Turnpike Design Engineer

Financial Project ID: _____ New Const. ☐ RRR ☐
Federal Aid Number: _____

Project Name: _____

State Road Number: _____ Co./Sec./Sub. _____
Begin Project MP: _____ End Project MP: _____

FHWA Project of Division Interest: Yes ☐ No ☐

Request for: Design Exception ☐ Design Variation ☐ Design Variation Memorandum ☐
Community Aesthetic Feature: Conceptual ☐ Final ☐
Re-submittal: Yes ☐ No ☐ Original Ref# _____ - _____ - _____

Requested for the following element(s):

☐ Design Speed	☐ Lane Width	☐ Shoulder Width	☐ Cross Slope
☐ Design Loading Structural Capacity	☐ Vertical Clearance	☐ Maximum Grade	☐ Stopping Sight Distance
☐ Superelevation	☐ Horizontal Curve Radius	☐ Other _____	

Recommended by:

_____ Date _____
Name:
Responsible Professional Engineer or Landscape Architect (Landscape-Only Projects)

Approvals:

_____ Date _____
Name:
District or Turnpike Design Engineer

_____ Date _____
Name:
District Structures Design Engineer

_____ Date _____
Name:
State Roadway Design Engineer

_____ Date _____
Name:
State Structures Design Engineer

_____ Date _____
Name:
Chief Engineer

_____ Date _____
Name:
FHWA Division Administrator

215 Roadside Safety

215.1 General

This Chapter contains roadside safety design criteria for new construction, reconstruction, and Resurfacing, Restoration and Rehabilitation (RRR) projects. New Construction criteria must be met for new and reconstruction projects, and for improvements included with RRR projects.

The design criteria contained in ***FDM 210*** and ***FDM 211*** has been developed to minimize the probability that a vehicle will depart the roadway. Design elements that affect roadside safety include: horizontal alignment, superelevation, vertical alignment, drainage design, sight distance, lane widths, pavement, pavement markings, cross slopes, median widths, shoulders, and lighting.

The evaluation of Roadside Safety design elements is necessary to address the occasional errant vehicle that does depart the roadway. These design elements include roadside geometries, lateral offsets to potential hazards, and the use of shielding.

The ***AASHTO Roadside Design Guide*** **(*AASHTO RDG*)** provides the foundation for the development of specific criteria contained in this Chapter and the ***Standard Plans***.

215.1.1 RRR Criteria

Criteria for RRR projects provided in this chapter are the minimum values allowed for roadside elements to remain on arterials and collectors without obtaining a Design Exception or Design Variation (see ***FDM 122***).

Criteria for RRR projects provided in this chapter may be used for establishing the minimum requirements for adding auxiliary lanes, keyhole lanes, or providing minor intersection improvements with the understanding that when existing right of way (R/W) is adequate, new construction criteria will be used to the maximum extent feasible.

Do not apply RRR criteria in this chapter to resurfacing projects on Limited Access (LA) Facilities.

215.2 Roadside Features

215.2.1 Roadside Geometry

Roadside geometry refers to the terrain features (slopes) that a vehicle will encounter when departing a roadway. The components of roadside geometry include front slopes, back slopes, and transverse slopes.

215.2.2 Roadside Slope Classification

Roadside Slopes include areas located beyond the edge of the traffic lane as shown in ***Figures 215.2.2*** and ***215.2.3***. These areas are divided into the following classifications:

(1) Traversable Slope – Smooth terrain, unobstructed by fixed objects:

  (a) Recoverable Traversable Slope, 1:4 or flatter

  (b) Non-Recoverable Traversable Slope, steeper than 1:4 and flatter than 1:3

(2) Non-Traversable Slope – Rough terrain, obstructed, or slopes steeper than 1:3

215.2.3 Clear Zone Criteria

Providing a sufficient amount of Recoverable Slope adjacent to the roadway provides an opportunity for an errant vehicle to safely recover. The amount of recoverable area provided beyond the traveled way is defined as the clear zone, and includes shoulders and bike lanes. The clear zone must be free of roadside hazards, as defined in ***FDM 215.3***.

Traversable Back Slopes 1:3 or flatter may be located within the clear zone.

A clear zone width must be provided so that the sum of all Recoverable Slopes is equal to or greater than the required clear zone width obtained from ***Table 215.2.1***. Clear zone widths may be widened based on crash history and horizontal curvature; see ***AASHTO RDG, Section 3.1***. Clear zone concepts are illustrated in ***Figure 215.2.1*** and ***Figure 215.2.2***. For Roadside Slope Criteria, see ***FDM 215.2.6***.

Figure 215.2.1 Clear Zone Plan View

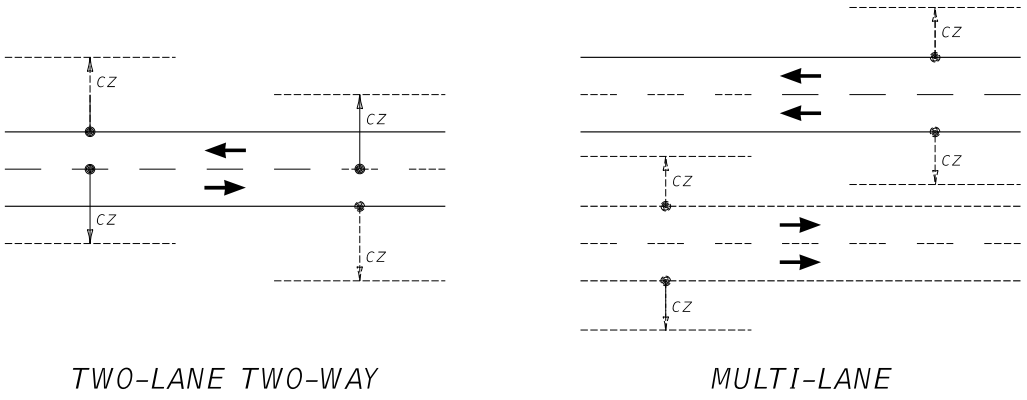
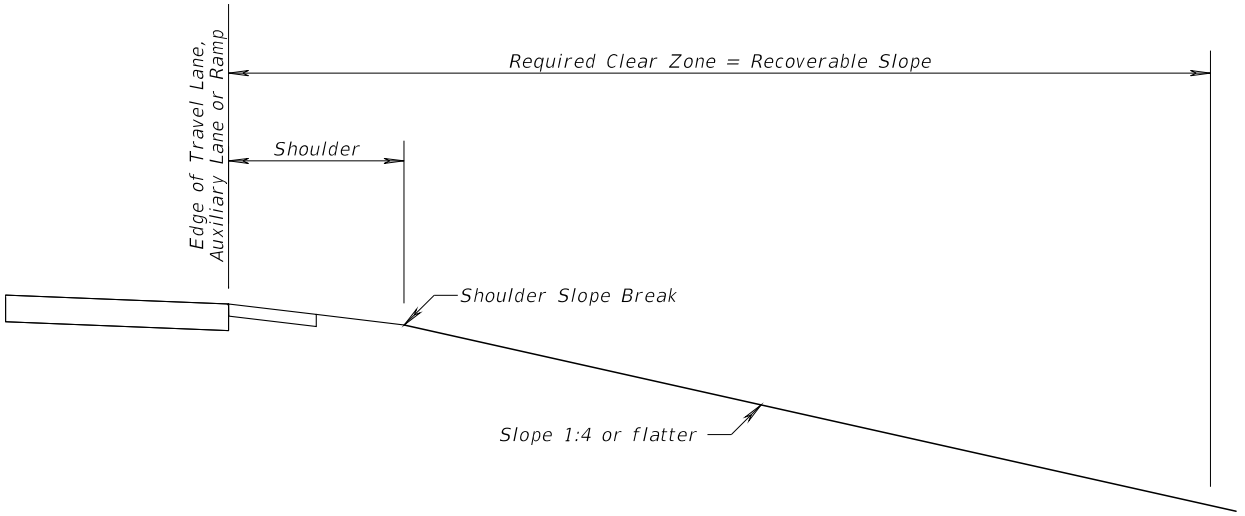


Figure 215.2.2 Clear Zone Concept



When a Traversable Non-Recoverable Slope is present within the clear zone, extend the clear zone width until the amount of Recoverable Slope equals the required clear zone width obtained from ***Table 215.2.1***. The additional width provided beyond the Traversable Non-Recoverable Slope is known as the Clear Run-out Area and is illustrated in ***Figure 215.2.3.*** The Clear Run-out Area should be a minimum of 10 feet wide when R/W is adequate.

Figure 215.2.3 Adjusted Clear Zone Concept

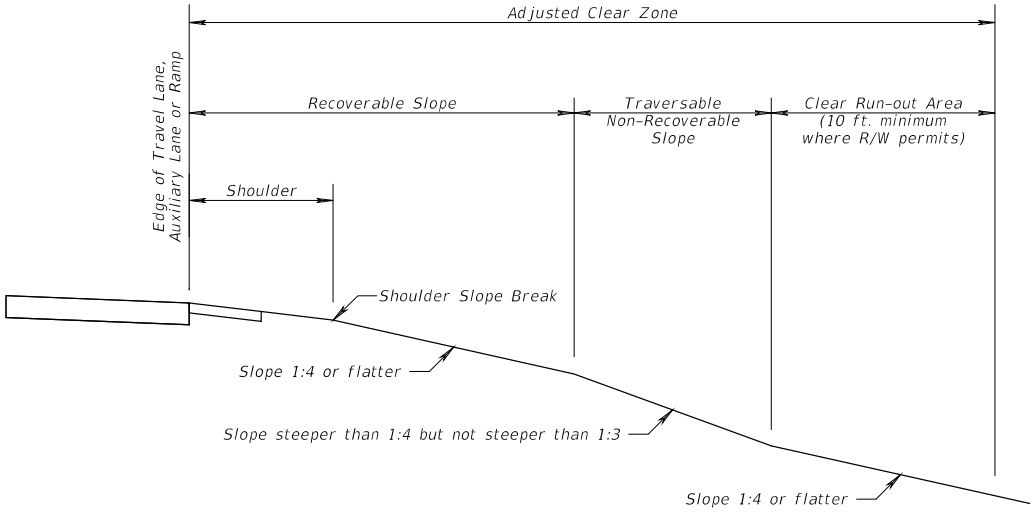


Table 215.2.1 Clear Zone Width Requirements

	Design Speed (mph)						
	≤ 30	35	40	45	50	55	≥ 60
Clear Zone Width for New Construction							
Travel Lanes & Multilane Ramps	12 feet	14 feet	18 feet	24 feet	24 feet	30 feet	36 feet
Auxiliary Lanes & Single Lane Ramps	10 feet	10 feet	10 feet	14 feet	14 feet	18 feet	24 feet
Clear Zone Width for RRR Projects							
Travel Lanes & Multilane Ramps	6 feet	6 feet	6 feet	14 feet	18 feet	18 feet	18 feet
Auxiliary Lanes & Single Lane Ramps	6 feet	6 feet	6 feet	8 feet	8 feet	8 feet	8 feet

Clear zone widths for work zones are provided in ***Standard Plans*, *Index 102-600***.

215.2.4 Lateral Offset

Lateral offset is the distance from a specified point on the roadway to a roadside hazard. Lateral offset to the roadside hazard is measured as follows:

- **Curbed roadways**: from face of curb.
- **Flush shoulder and high-speed curbed roadways**: from outside edge of traveled way.

Lateral offsets apply to all roadways and are determined based on the following:

- Type of facility; i.e., flush shoulder or curbed roadway,
- Design speed
- Design Element
- Project Type; i.e. New Construction, RRR

Flush shoulder roadways typically have sufficient R/W, to provide the required clear zone widths. Therefore, minimum lateral offset for these roadways is based on maintaining a clear roadside for errant vehicles to recover (i.e., maintaining clear zone width provided in ***Table 215.2.1***).

Lateral offsets for curbed roadways should be based on clear zone criteria; however, curbed roadways typically do not have sufficient R/W to provide the required clear zone widths. Therefore, minimum lateral offset on these roadways is based on offset needed for normal operation of the roadway.

At times it may be necessary to place poles (e.g., signal, light, sign) within the sidewalk. Refer to ***FDM 222.2*** for minimum unobstructed sidewalk width requirements.

Table 215.2.2 provides minimum lateral offset criteria for roadside features and roadside hazards typically encountered and considered functionally necessary for normal operation of the roadway; e.g., signing, lighting, utilities. For crashworthy objects, meet or exceed the minimum lateral offset criteria provided in ***Table 215.2.2***. Locate objects that are not crashworthy as close to the R/W line as practical and no closer than the minimum lateral offset criteria provided.

When a roadside hazard is placed behind a barrier that is justified for other reasons, the minimum lateral offset to the object equals the setback requirements (deflection distance) of the barrier, see ***FDM 215.4.6***. Refer to ***FDM 215.5*** for permissible attachments to barriers.

When determining minimum lateral offset for bridge piers and abutments, coordinate with vertical clearance requirements found in ***FDM 210.10.3***. When shielding is used, refer to setbacks to barriers in ***FDM 215.4.6*** and ***FDM 210.10.3***.

Table 215.2.2 Minimum Lateral Offset Criteria

Design Element		Curbed Roadways				High Speed Curbed and Flush Shoulder Roadway
		New Construction		RRR		
		Design Speed				
		25-35 mph	40-45 mph	25-35 mph	40-45 mph	
Light Poles	**Conventional**	Do not locate in Medians, except in conjunction with barriers that are justified for other reasons. See ***FDM 215.2.9***.				
		1.5 feet	4.0 feet	1.5 feet	1.5 feet	20 feet from Travel Lane, 14 feet from Auxiliary Lane, or Clear Zone width, whichever is less
	High Mast	Outside Clear Zone				
Signal Poles and Controller Cabinets		Do not locate in Medians. See ***FDM 215.2.9***.				
		1.5 feet	4.0 feet	1.5 feet	1.5 feet	Outside Clear Zone
Traffic Infraction Detectors		For placement and installation specifications, refer to the State Traffic Engineering and Operations Office web page: http://www.fdot.gov/traffic/				
ITS Poles and Related Items	**Pole & Other Aboveground Fixed Objects**	Do not locate in Medians, except in conjunction with barriers that are justified for other reasons. See ***FDM 215.2.9***.				
		1.5 feet	4.0 feet	1.5 feet	4.0 feet	Outside Clear Zone
	Equipment Shelters and Towers	Do not locate within the limited-access right of way, except as allowed by ***Policy No. 000-625-025***, ***Telecommunications Facilities on Limited Access Rights of Way***.				
	Breakaway Objects	1.5 feet	4.0 feet	1.5 feet	4.0 feet	As Close to R/W As Possible
Traffic Control Signs	**Single and Multi-Column**	Locate in accordance with Standard Plans.				
	Overhead Sign Structures	Outside Clear Zone				
Trees	**Where the diameter is or is expected to be > 4 inches measured 6 inches above the ground**	1.5 feet	4.0 feet	1.5 feet	1.5 feet	Outside Clear Zone
		RRR Projects: (1) Meet New Construction criteria for new plantings.				

Table 215.2.2 Minimum Lateral Offset Criteria (cont.)

<table>
<tr><th colspan="2" rowspan="4">Design Element</th><th colspan="4">Curbed Roadways</th><th rowspan="4">High Speed Curbed and Flush Shoulder Roadway</th></tr>
<tr><th colspan="2">New Construction</th><th colspan="2">RRR</th></tr>
<tr><th colspan="4">Design Speed</th></tr>
<tr><th>25-35 mph</th><th>40-45 mph</th><th>25-35 mph</th><th>40-45 mph</th></tr>
<tr><td rowspan="3">Aboveground Utilities (See FDM 215.2.8)</td><td>Existing Utilities</td><td>1.5 feet</td><td>4.0 feet</td><td>1.5 feet</td><td>4.0 feet</td><td>Outside Clear Zone</td></tr>
<tr><td>New or Relocated Utilities</td><td colspan="4">4.0 feet</td><td>Outside Clear Zone</td></tr>
<tr><td colspan="6">RRR Projects:
Existing aboveground utilities are not required to be relocated unless one of the following applies:
• The edge of traveled way is being moved closer to the aboveground utility; e.g., addition of an auxiliary lane, or
• They have been hit 3 times in 5 years.</td></tr>
<tr><td colspan="2">Railroad Grade Crossing Traffic Control Device</td><td colspan="5">Locate in accordance with Standard Plans, Index 509-100 and Index 509-070</td></tr>
<tr><td colspan="2">Roadways Overpassing Railroads</td><td colspan="5">For Horizontal Clearances where roadways overpass railroads refer to FDM 220.</td></tr>
<tr><td colspan="2">Canal and Drop-off Hazards</td><td colspan="5">See FDM 215.3</td></tr>
<tr><td colspan="2">Bridge Piers and Abutments</td><td colspan="4">The greater of the following:
16 feet from Edge of Travel Lane; or
Outside: 4 feet from Face of Curb
Median: 6 feet from Edge of Traffic Lane
(See FDM 215.4.5.4 for Pier Protection criteria and Figures 210.12.3 & 210.12.4)</td><td>Outside Clear Zone</td></tr>
<tr><td colspan="2">Drainage Structures (e.g., wingwalls, endwalls, flared end sections)</td><td colspan="5">Refer to the FDOT Drainage Manual</td></tr>
<tr><td colspan="2">Mailboxes</td><td colspan="5">Locate in accordance with Standard Plans, Index 110-200</td></tr>
<tr><td colspan="2">Bus Benches and Transit Shelters</td><td colspan="5">Locate in accordance with Rule Chapter 14-20.003, Florida Administrative Code (F.A.C.).
Transit bus benches must be located in accordance with Rule Chapter 14-20.0032, F.A.C.</td></tr>
<tr><td colspan="2">Pedestrian Railing</td><td colspan="3">4.0 feet</td><td colspan="2">Outside Clear Zone</td></tr>
</table>

215.2.5 Control Zones for RRR Projects

Control Zones apply only to RRR projects and do not include aboveground utilities.

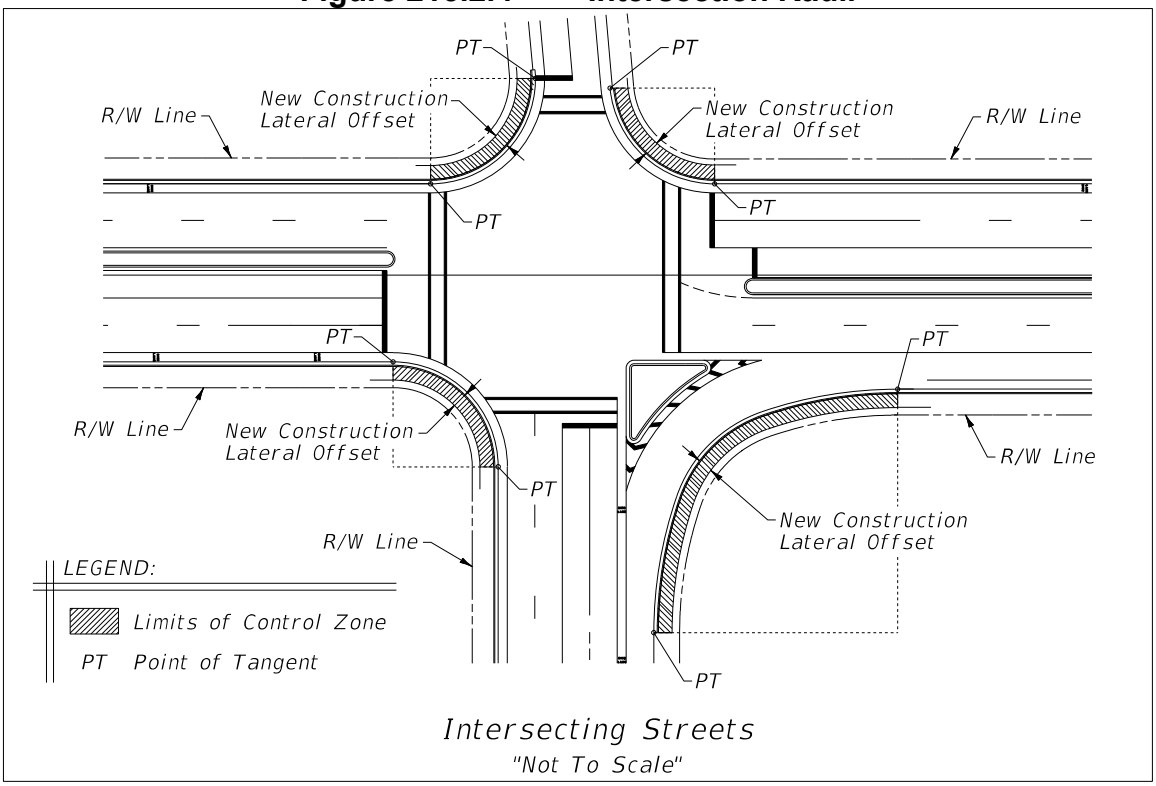
Control Zones are high-risk areas where roadway departures occur with greater frequency resulting in increased risk of impact with roadside hazards. To address this condition, lateral offset and clear zone width requirements in Control Zones are to be based on New Construction criteria. A Control Zone violation is when RRR lateral offset requirements are met, but New Construction criteria is not. Process a Design Variation for Control Zone violations.

Control Zones include the following locations:

(1) A location where an aboveground object has been hit 3 times or more in the last 5 years.

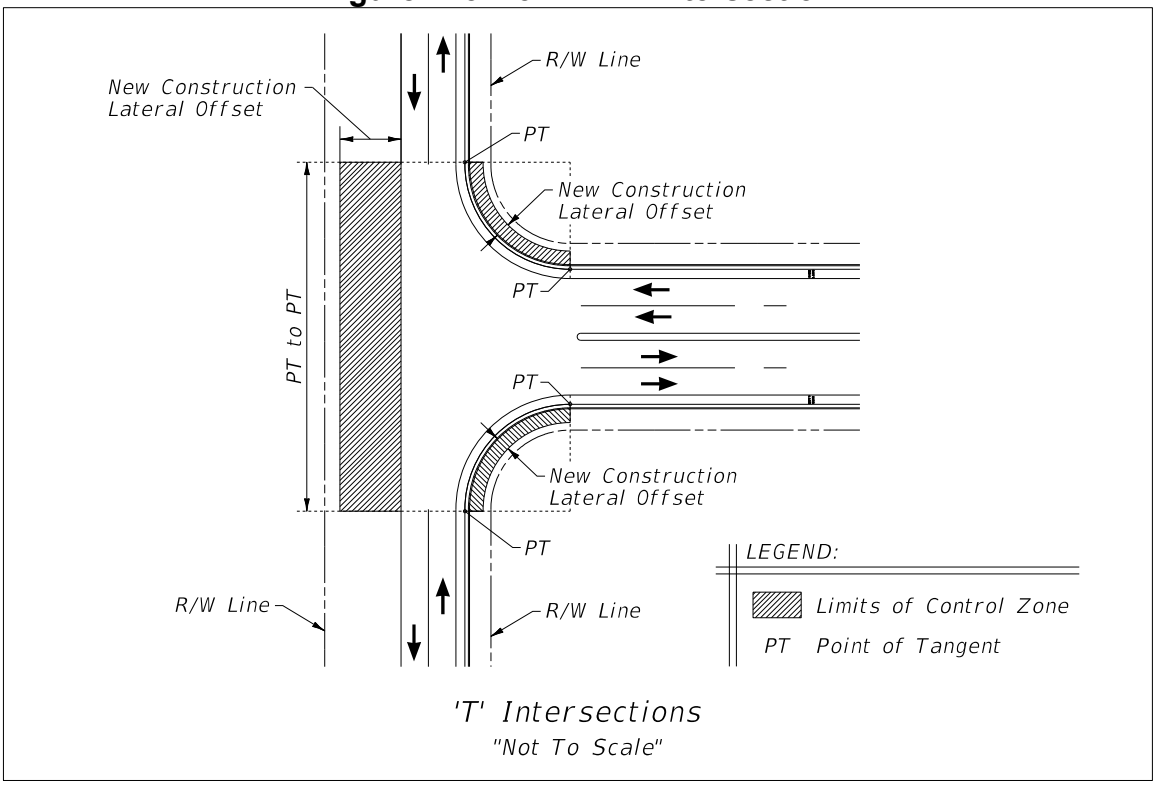
(2) Intersection Radii – Within the New Construction lateral offset of the return radii of an intersecting street from begin point of tangent (PT) to end point of tangent (PT), see ***Figure 215.2.4***.

Figure 215.2.4 Intersection Radii



(3) 'T' Intersection – On the non-intersection side of 'T' intersections within the area directly across and between each radii return point of tangent (PT) extended to the New Construction lateral offset, see ***Figure 215.2.5***.

Figure 215.2.5 'T' Intersection



(4) Right Turn Deceleration – Within the New Construction lateral offset for a length of 100 feet measured downstream from the beginning of the full width lane, see ***Figure 215.2.6*** for right turn deceleration lane on a tangent. For right turn deceleration lane constructed with a reverse curve the beginning of the Control Zone starts at the point of intersection (PI), see ***Figure 215.2.7***.

(5) Merge Section – Within the New Construction lateral offset for a length of 100 feet measured downstream from the beginning of the taper of a skewed merge section. See ***Figure 215.2.8*** for merge section constructed on a tangent. For merge section constructed with a reverse curve the beginning of the Control Zone starts at the point of intersection (PI), see ***Figure 215.2.9***.

(6) Service Facility (i.e. alley way or easement) Driveway – For a distance of 3 feet from a driveway flare within the new construction lateral offset distance at the intersection of a dedicated intersecting service facility, see ***Figure 215.2.10***.

Figure 215.2.6 Right Turn Deceleration with Tangent

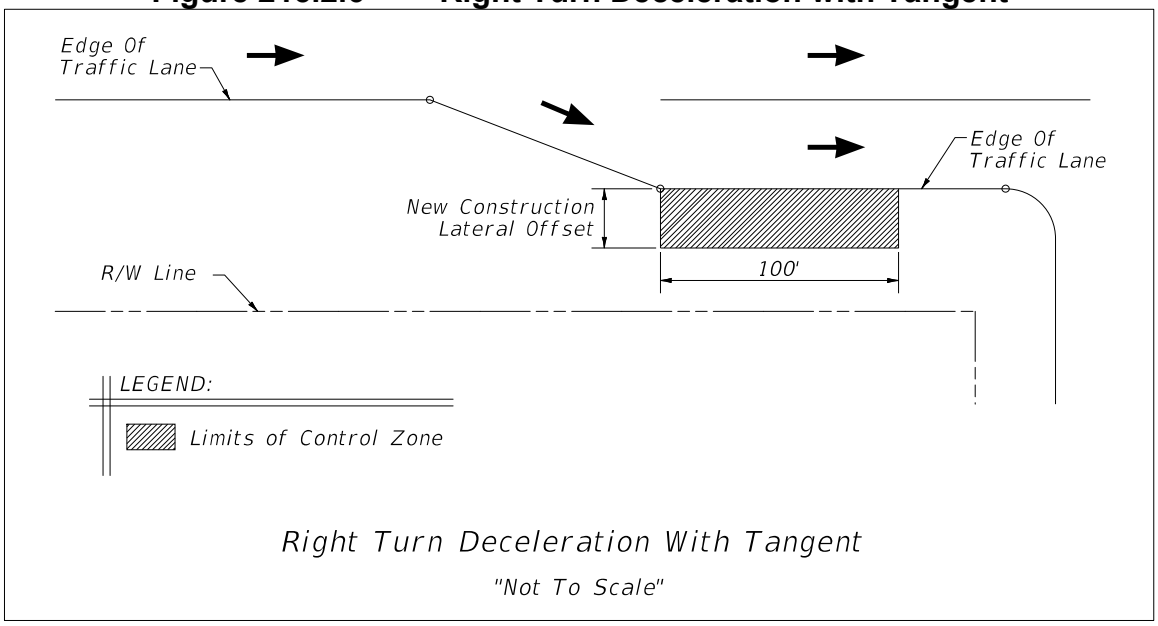


Figure 215.2.7 Right Turn Deceleration with Reverse Curve

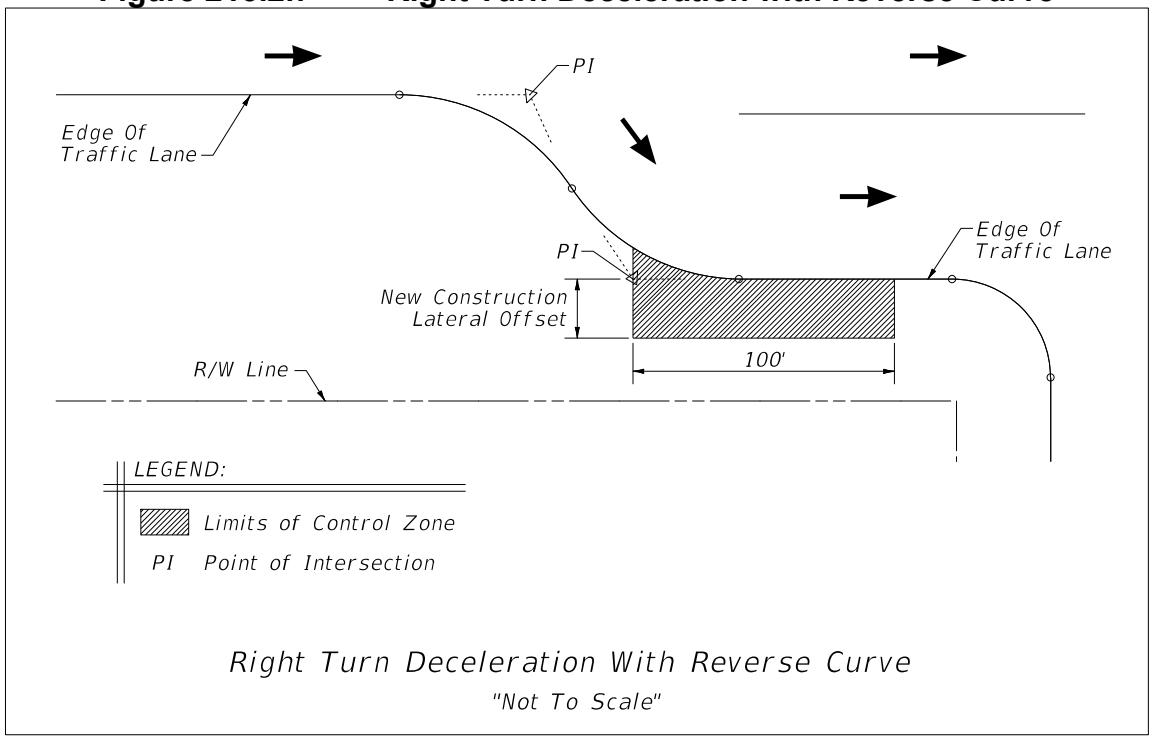


Figure 215.2.8 Merge Section with Tangent

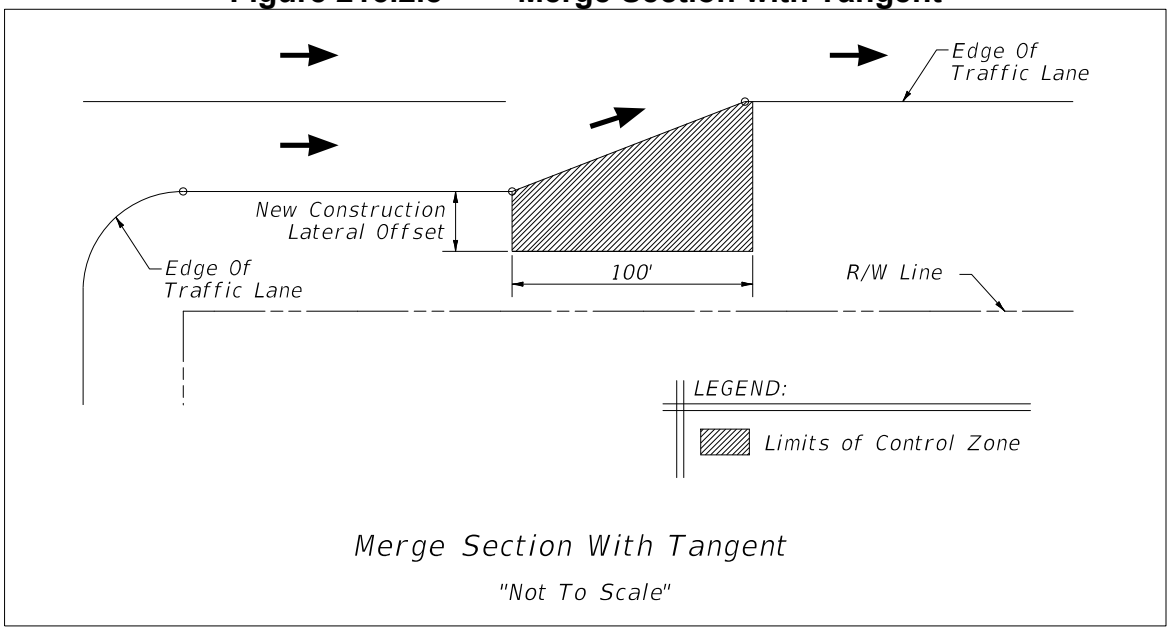


Figure 215.2.9 Merge Section with Reverse Curve

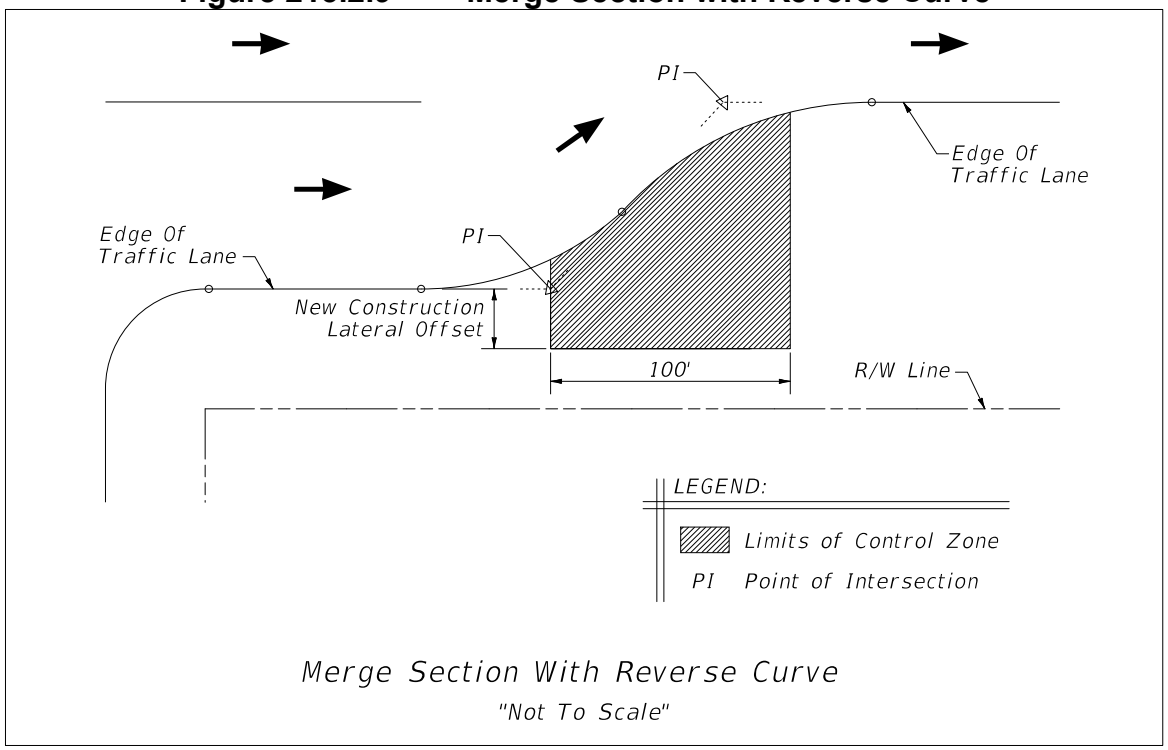
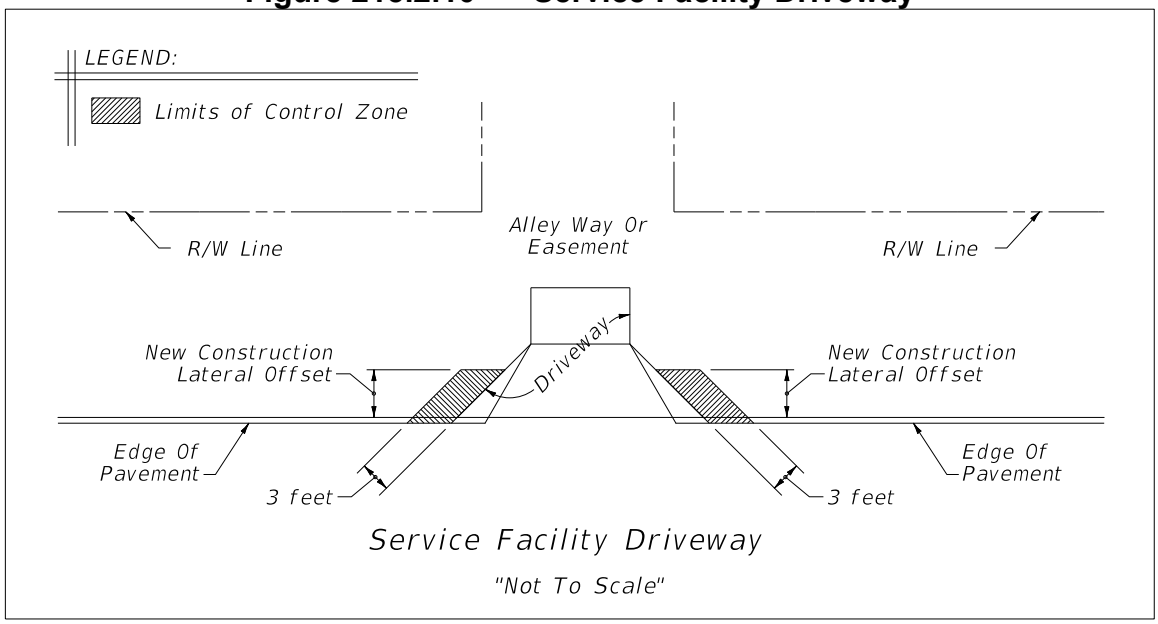
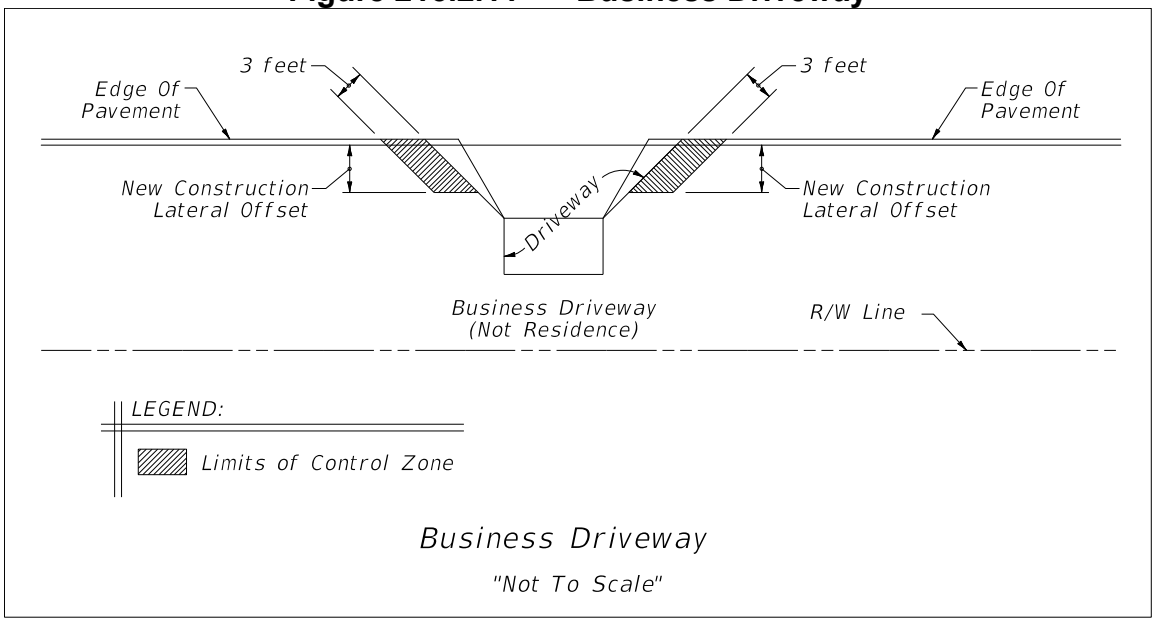


Figure 215.2.10 Service Facility Driveway



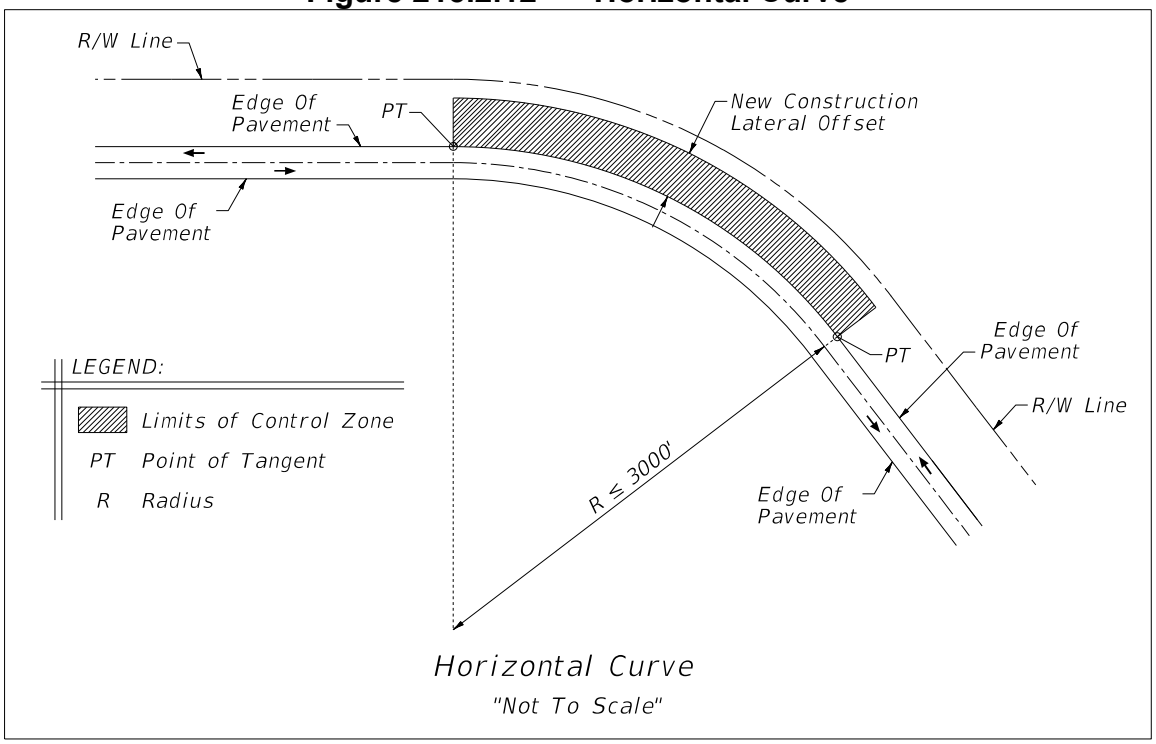
(7) Business (i.e. non-residential) Driveway – For a distance of 3 feet from a driveway flare within the new construction lateral offset distance at the entrance turnout for use other than a private residence, see ***Figure 215.2.11***.

Figure 215.2.11 Business Driveway



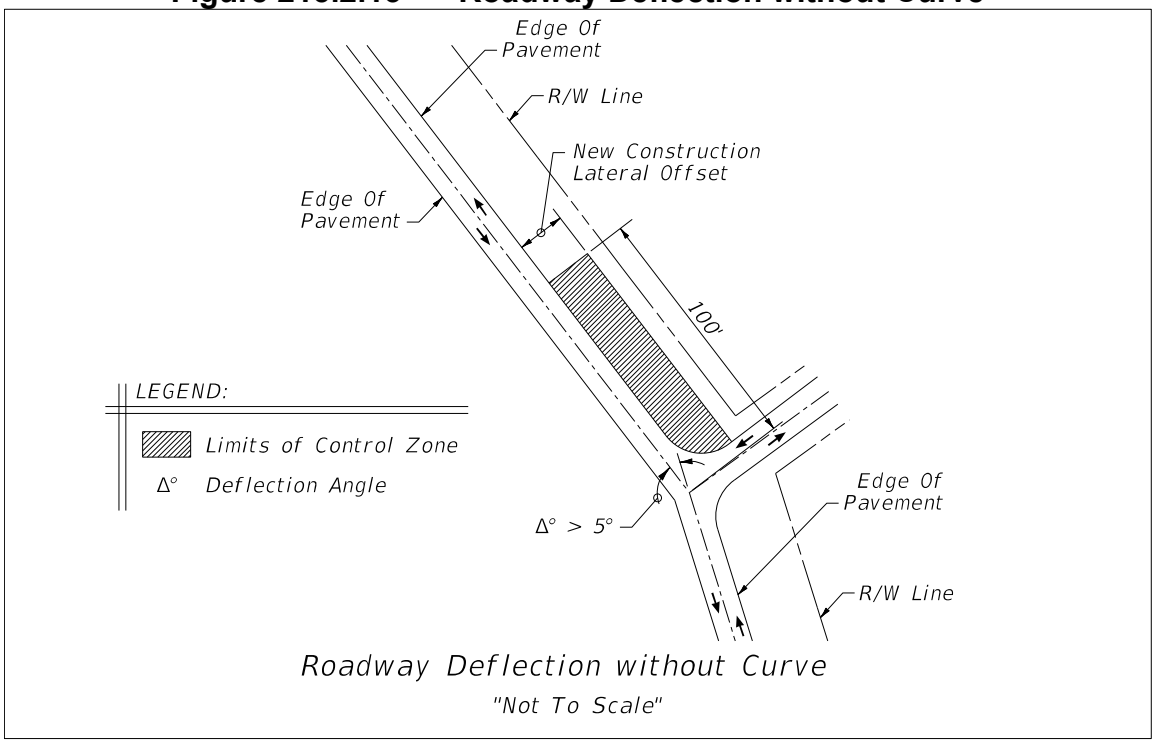
(8) Horizontal Curves – Within the New Construction lateral offset in the outside area of a curve when the posted speed is greater than 35 mph and the curve radius is 3000 feet or less, see ***Figure 215.2.12***.

Figure 215.2.12 Horizontal Curve



(9) Roadway Deflection without Curves – Within the New Construction lateral offset of roadway alignments with a deflection (kink) of more than 5 degrees for a distance of 100 feet from the point of intersection of the deflection, see ***Figure 215.2.13***.

Figure 215.2.13 Roadway Deflection without Curve



215.2.6 Roadside Slope Criteria

Roadside slopes consist of front slopes, back slopes, and transverse slopes. Roadside slope criteria is provided in ***Table 215.2.3***.

For sod or turf slopes steeper than 1:3:

- Consider the associated long term erosion control and maintenance costs.
- Slopes higher than 20 feet, provide a 10-foot wide maintenance berm (1:10 or flatter) at the top and toe.
- Slopes higher than 35 feet, provide a 10-foot wide maintenance berm (1:10 or flatter) at the top and toe. Include intermediate berm(s) so that the spacing between berms does not exceed 35 feet. Coordinate with the District Drainage, Maintenance, and Landscape Architect's Offices.

Coordinate with the District Geotechnical Office for slopes steeper than 1:2.

Modification for Non-Conventional Projects:
Delete the last two sentences above and see RFP for requirements.

For retaining walls greater than 5 feet in height, provide a 10-foot maintenance area (1:10 or flatter) in front of the wall face with suitable access for maintenance vehicles. See ***Structures Design Guidelines (SDG)***, ***Section 3.12*** for information regarding partial height walls.

215.2.6.1 RRR Evaluation of Existing Roadside Slope

Existing roadside slope, and new slopes included with a RRR project, must meet the criteria provided in ***Table 215.2.3***, except for the following:

(1) Front Slopes:

(a) For constrained conditions, new slopes at 1:4 may be constructed within the clear zone. New slopes steeper than 1:4 require a Design Variation.

(b) Existing 1:3 or flatter slopes within the clear zone may remain.

(c) Flattening slopes of 1:3 or steeper at locations where run-off-the-road type crashes are likely to occur (e.g., on the outsides of horizontal curves) should be evaluated.

(d) Existing front slopes steeper than 1:3 within the clear zone should be evaluated for shielding.

(2) Back Slopes:

(a) For constrained conditions, new slopes at 1:3 may be constructed within the clear zone. New slopes steeper than 1:3 require a Design Variation.

(b) Existing 1:2 or flatter slopes may remain.

(c) Existing back slopes steeper than 1:3 within the clear zone should be evaluated for shielding.

RRR lateral offset and clear zone requirements must be met when the above criteria is applied.

Modification for Non-Conventional Projects:
Delete ***FDM 215.2.6.1*** and see RFP for requirements.

Table 215.2.3 Roadside Slope Criteria

Type of Slope	Flush Shoulder and High Speed Curbed		Curbed	
	Height of Fill (feet)	Rate	Height of Fill (feet)	Rate
Front Slope	0 – 5	1:6	All	1:2 or to suit property owner, not flatter than 1:6.
	5 – 10	1:6 to edge of Clear Zone, then 1:4		
	10 – 20	1:6 to edge of Clear Zone, then 1:3		
	> 20	1:2 with guardrail		
Back Slope	All	1:4 or 1:3 with a standard width trapezoidal ditch and 1:6 front slope	All	1:2 or to suit property owner. Not flatter than 1:6.
Transverse Slope	All	1:10 or flatter (freeway & Interstate) 1:4 (others)	All	1:4

Notes:

(1) Height of fill is the vertical distance from the edge of the outside travel lane to the toe of front slope.

215.2.7 Drainage Features

Drainage features in close proximity to travel lanes is often necessary. These features include ditches, curbs, and drainage structures; e.g., transverse/parallel pipes, culverts, endwalls, wingwalls, and inlets. Evaluate the placement of these features as part of roadside safety design. Refer to the ***Drainage Manual*** for information regarding hydraulic design.

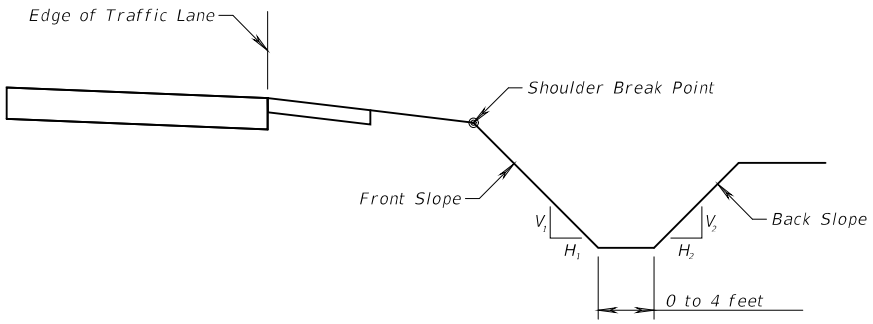
Consider the future maintenance of the facility when evaluating the design of roadside topography and drainage features. Routine maintenance, or repairs necessary for the continued function of the drainage feature may lead to long-term expenses and disruption to traffic flow.

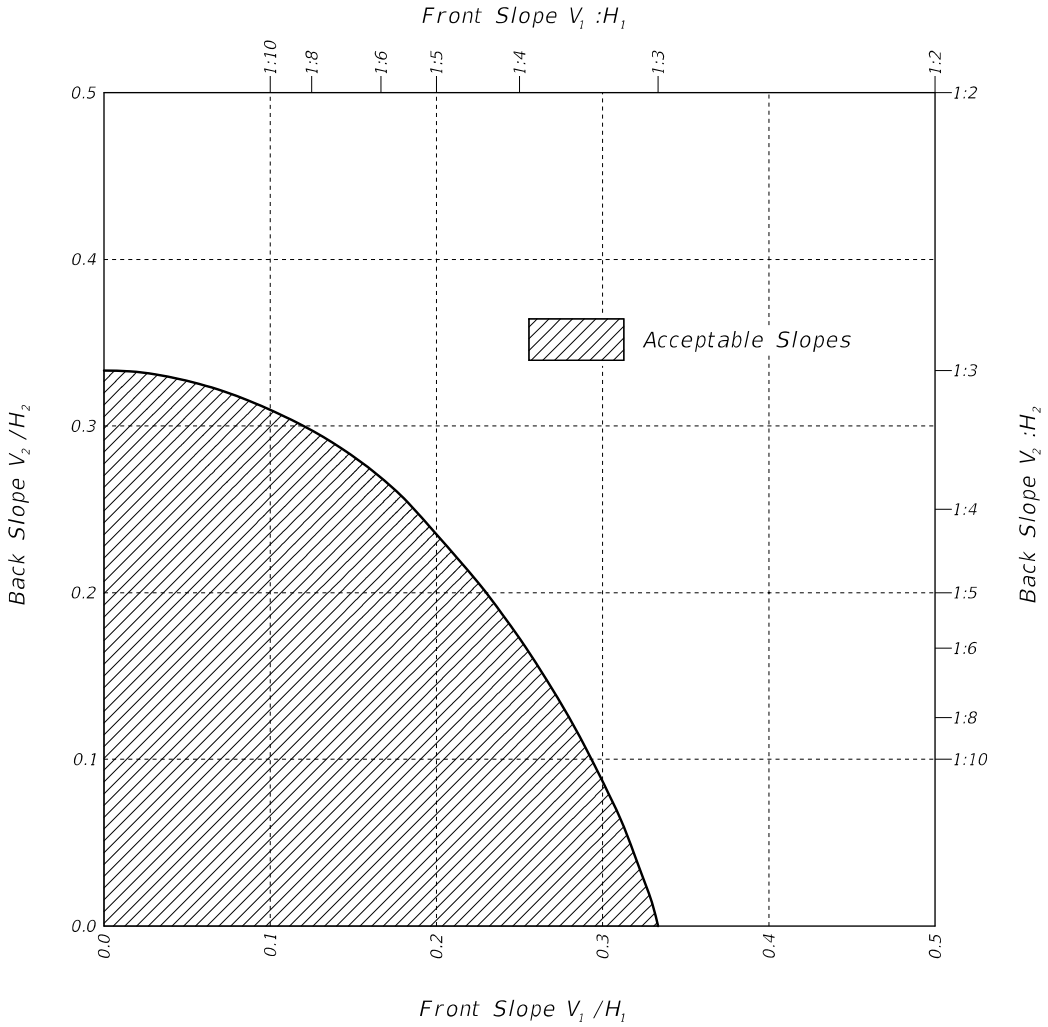
215.2.7.1 Roadside Ditches

Acceptable cross section slope criteria for roadside ditches within the clear zone is provided in ***Figures 215.2.14*** and ***215.2.15***. These roadside ditch configurations are considered traversable, as described in the ***AASHTO RDG***. Adjusted clear zone widths may be required for Non-Recoverable Slopes located within the clear zone (i.e. slopes stepper than 1:4 but flatter than 1:3, see ***FDM 215.2.3***). The application of the ditch cross section slopes must be coordinated with Roadside Slope Criteria included in ***FDM 215.2.6***.

The ***Drainage Manual, Chapter 2*** requires a minimum ditch bottom width of 5 feet to accommodate mitered end sections and maintenance mowers. Refer to the ***Drainage Manual*** for V-bottom ditch limitations. When a ditch bottom width of less than 5 feet is approved by the District Drainage Engineer the slope criteria provided in ***Figures 215.2.14*** and ***215.2.15*** may be used.

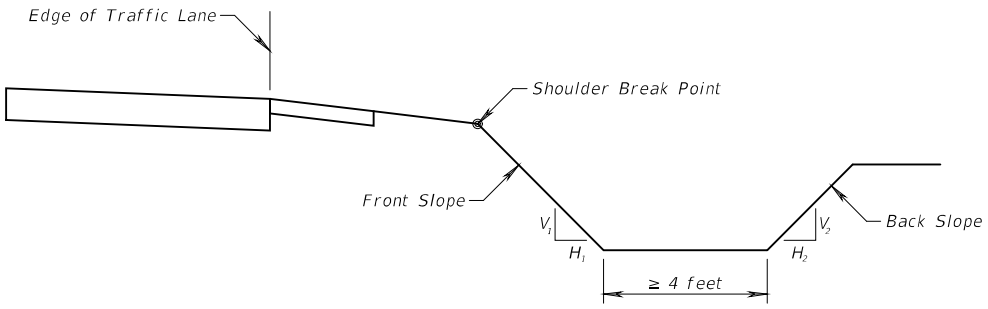
Figure 215.2.14 Roadside Ditches – Bottom Width 0 to < 4 feet

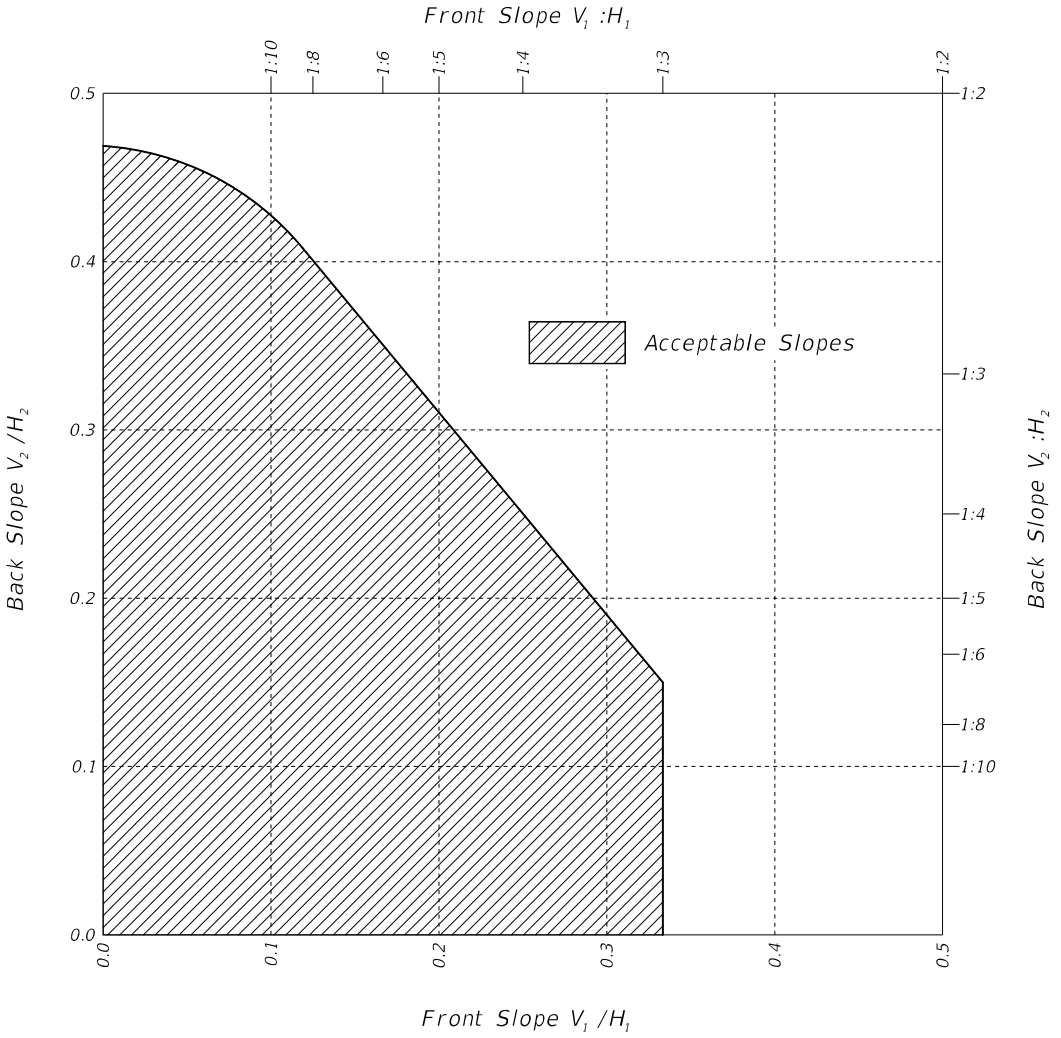




Ref: Figure 3-6, 2011 AASHTO Roadside Design Guide, 4th Edition

Figure 215.2.15 Roadside Ditches – Bottom Width ≥ 4 feet





Ref: Figure 3-6, 2011 AASHTO Roadside Design Guide, 4th Edition

215.2.7.2 Curbs and Traffic Separators

See ***FDM 210.5*** for information concerning curbed roadways.

Curb has no redirection capability; therefore do not use curb to mitigate clear zone violations.

Traffic separators are used to:

- provide delineation of narrow roadway medians
- manage access points and turning movements
- provide for drainage
- offer pedestrian refuge areas

Refer to the ***FDM 212.2.11*** and ***Standard Plans, Index 520-020*** for additional information concerning traffic separators.

A bridge mounted traffic separator is to match geometrically with adjacent roadway traffic separator or the face of curb. Design separators in accordance with the ***Structures Design Guidelines***, and ***Standard Plans, Index 520-020.***

Shoulder Gutter is frequently used along roadway fill sections and bridge approaches to prevent excessive runoff down embankment slopes. Refer to the Drainage Manual for Shoulder Gutter requirements.

215.2.7.3 Drainage Structures

Drainage structures located along the roadside must provide a traversable design or be located outside the required clear zone. Drainage designs typically contain curb inlets, ditch bottom inlets, endwalls, wingwalls, headwalls, flared end sections or mitered end sections. If not adequately designed or properly located, these features may create hazardous conditions for vehicles. For detailed background information concerning traversable designs, refer to the ***AASHTO RDG***.

Details for drainage structures and end treatments are provided in ***Standard Plans Index 425 and 430 Series***. These drainage features have the potential for conflict with a vehicle either departing the roadway or within a commonly traversed section of a roadway. Refer to the ***Drainage Manual*** for standard drainage structures which are permitted within the clear zone.

215.2.7.4 RRR Evaluation of Existing Drainage Features

Evaluate existing drainage structures and end treatments located within the clear zone to determine if they present a hazardous condition and if modification or relocation is necessary. Based on a review of the crash history, modify or relocate any drainage structures impacted three times in five years.

New drainage features included with a RRR projects must provide a traversable design or be located outside the required clear zone.

215.2.8 Aboveground Utilities

Utility Agency/Owners (UAOs) are cities, counties, utility companies, homeowner associations, private citizens, or businesses organized under the laws of Florida with permission and/or rights to have their aboveground utilities within the Department's R/W. Where aboveground utilities are more than 4 inches above the grade and are not accepted by FDOT as crashworthy they are considered roadside hazards. The below criteria are designed to minimize conflicts between roadside safety requirements and the privilege and rights the UAOs may have. Consult with the District Utilities Office to determine any limitations to the Department's authority to effect the below requirements.

New and existing aboveground utilities are to meet the following requirements:

(1) Not within the median,

(2) Outside the new construction lateral offsets in ***Table 215.2.2***, and

(3) As close to the R/W as practical. Aboveground utilities are considered to be as close to the right of way as practical when the location does not cause the utility to do any of the following:

- encroach onto private property
- violate National Electrical Safety Codes
- violate State or Federal codes/regulations
- conflict with other existing overhead or underground facilities
- require encroachments onto private property to trim trees
- requires the utility to remove trees
- takes individual poles out of alignment with existing pole lines

When the requirements above cannot be met, aboveground utilities may be placed behind Department-approved barriers, allowing for barrier deflection.

215.2.9 Signing, Lighting, Traffic Signals, Intelligent Transportation Systems (ITS), and Other Similar Roadside Features

Locate devices in accordance with the minimum lateral offset criteria provided in ***Table 215.2.2*** and the following:

- Signing – ***FDM 230***
- Lighting – ***FDM 231***
- Traffic Signals – ***FDM 232***
- ITS – ***FDM 233***

These features are not required to meet minimum lateral offset criteria when installed behind a traffic barrier, provided:

(1) The barrier was justified for other reasons, and

(2) The device is located within the barrier's Length of Need (See ***FDM 215.4.6***).

Post-mounted sign supports and conventional light poles must be breakaway as defined in the ***AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*** and the ***AASHTO RDG.*** Post-mounted supports must be of an acceptable and crashworthy design as detailed in the ***Standard Plans***.

Avoid placing light poles or signals in the median where, when struck, may become a hazardous flying object to vehicles in an opposing lane. Do not place overhead sign structure (cantilever or truss) supports, conventional light poles, or mast arm supports in the median, except in conjunction with barriers that are justified for other reasons. See ***FDM 231.1*** for additional limitations on placing lighting in the median.

Do not locate high mast lighting poles in gore areas within the runout length as defined in the ***AASHTO RDG, Section 5.6.4***.

215.2.10 Roadside Flashing Beacon Assemblies

Roadside flashing beacon assemblies installed in accordance with ***Standard Plans, Index 700-120*** are considered crashworthy and are permitted within the clear zone. Locate in accordance with the lateral offset criteria provided in ***Index 700-101***. Other ground mounted flashing beacon assemblies located within clear zone must be either

crash tested or located behind a barrier that has been justified for other reasons. Flashing beacon assemblies that are mounted on mast arms are exempt from this requirement.

215.2.11 Breakaway Devices

The criteria for breakaway supports is covered in the ***AASHTO RDG, Chapter 4***. Department-approved breakaway devices are covered in the ***Standard Plans*** and included on the Approved Products List (***APL***).

Breakaway devices are designed to be impacted at normal bumper heights with vehicles traveling along relatively flat level ground. If impacted at a significantly higher point the breakaway mechanism may not function as designed resulting in non-activation or improper fracturing of the device. For this reason do not locate breakaway supports in ditches or along slopes steeper than 1:6.

215.3 Roadside Hazards

215.3.1 Aboveground Hazards

An aboveground hazard is anything within the clear zone that is greater than 4 inches in height and is firm and unyielding or doesn't meet breakaway criteria. Evaluate the location of temporary and permanent aboveground hazards and ensure that their placement is in accordance with the lateral offset and clear zone requirements of ***FDM 215.2***.

Curbs are not an aboveground hazard when utilized in accordance with ***FDM 210.5***.

215.3.1.1 Work Zone Aboveground Hazards

Aboveground hazards in work zones are considered part of the “work area” and treated with appropriate work zone traffic procedures included in the ***Standard Plans, Index 102 Series***. During non-working hours, place aboveground hazards (e.g., objects, materials, equipment) outside clear zone widths for work zones, or behind a barrier.

215.3.2 Canal Hazards

A canal hazard is defined as an open ditch parallel to the roadway for a minimum distance of 1000 feet and with a seasonal water depth in excess of 3 feet for extended periods of time (i.e., 24 hours or more).

Minimal lateral offset for canal hazards exceed standard clear zone width criteria. Canal hazard lateral offsets are measured from the edge of travel lane, auxiliary lane or ramp to the top of the canal side slope nearest the road. Minimum required distances are illustrated in ***Figures 215.3.1*** and ***215.3.2*** and summarized as follows:

- Not less than 60 feet for flush shoulder and curbed roadways with design speeds of 50 mph or greater.
- Not less than 50 feet for flush shoulder roadways with design speeds of 45 mph or less.
- Not less than 40 feet for curbed roadways with design speeds of 45 mph or less.

When new canal or roadway alignment is required, provide distances greater than those above to accommodate future widening of the roadway.

On fill sections, provide a flat berm (1:10 or flatter slope) no less than 20 feet in width between the toe of the roadway front slope and the top of the canal side slope nearest the roadway.

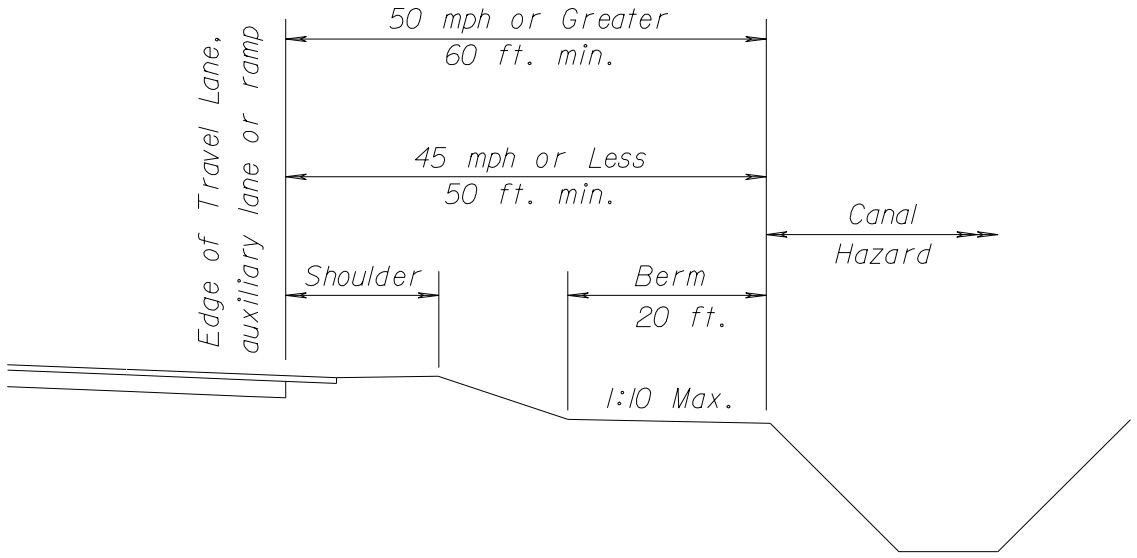
When the slope between the roadway and the "extended period of time" water surface is 1:6 or flatter, the minimum distance can be measured from the edge of the travel lane, auxiliary lane, or ramp to the "extended period of time" water surface and a berm is not required.

In sections with ditch cuts, provide a minimum of 20 feet between the toe of the front slope and the top of the canal side slope nearest the roadway.

Shield the canal hazard with an approved roadside barrier when the required minimum lateral offset cannot be met using the following criteria:

- Locate the barrier as far from the traveled way as practical and outside of the clear zone where possible.
- Locate guardrail no closer than 6 feet from the canal front slope.
- Locate High Tension Cable Barrier no closer than 15 feet from the canal front slope.

Figure 215.3.1 Lateral Offset Criteria for Canal Hazards on Flush Shoulder and High Speed Curbed Roadways



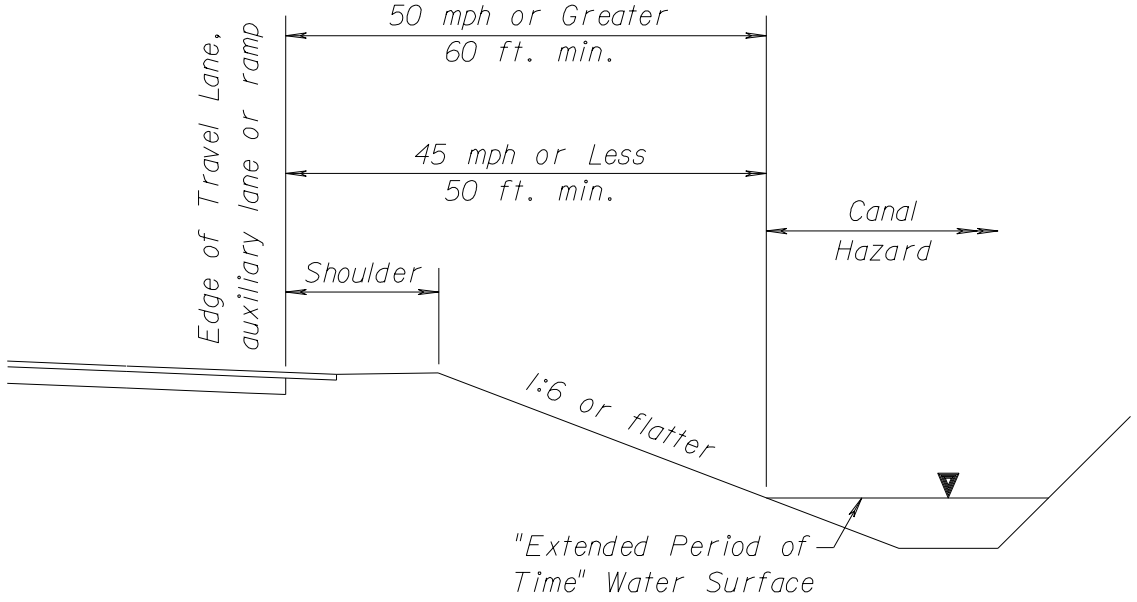
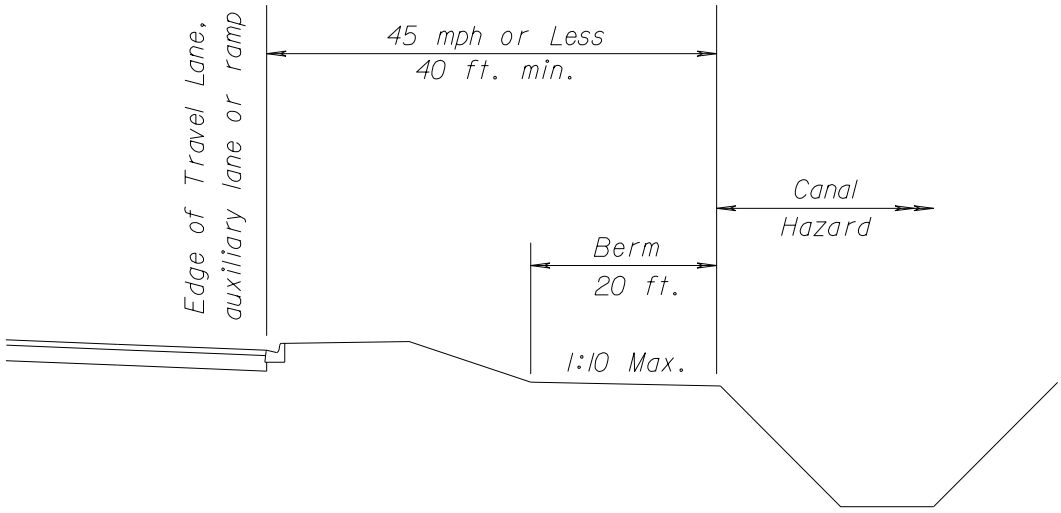


Figure 215.3.2 Lateral Offset Criteria for Canal Hazards on Low Speed Curbed Roadways



215.3.3 Drop-off Hazard

Drop-off hazards are defined as steep or abrupt downward slopes that can be perilous to vehicle occupants, pedestrians and cyclists. Shield any drop-off determined to be a hazard using the following guidelines:

(1) Any vertical faced structure (e.g., retaining wall, wing-wall) located within the clear zone.

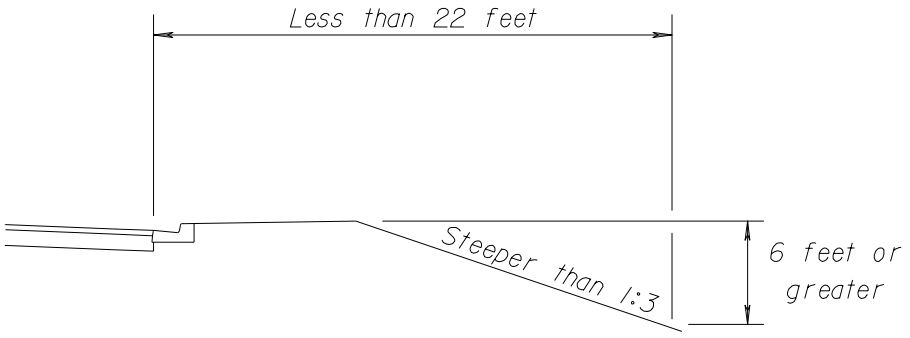
(2) A drop-off of 6 feet or more with a slope steeper than 1:3 located within the clear zone.

(3) For low speed curbed roadways, a drop-off of 6 feet or greater with a slope steeper than 1:3 located within 22 feet of the traveled way (See ***Figure 215.3.3***).

(4) A drop-off that has had 3 crashes within a 5 year period. Five years of crash data for a particular site can be obtained from the Safety Office.

For drop-off hazards for pedestrians, see ***FDM 222.4***.

Figure 215.3.3 Drop-off Hazard on Curbed Roadways



215.3.3.1 Work Zone Drop-offs

For drop-off criteria in work zones see ***Standard Plans*, Index 102-600** Anticipate drop-offs that are likely to occur during construction and provide the appropriate shielding. In locations where shielding is not practical, such as areas with numerous driveways, add a plan note requiring a return to acceptable conditions by the end of each day's construction period.

215.3.4 Additional Hazard Considerations

Engineering judgment should be used when evaluating hazardous conditions, and should consider; roadway geometry, proximity to facility or building, level of activity, and traffic conditions and operations. These conditions may include:

(1) Bridge piers that are not designed for vehicle impact loads,

(2) Bicycle and pedestrian facilities,

(3) Residential buildings, schools, businesses, and

(4) The presence of personnel in work zones.

Requirements for Bridge Pier Protection are provided in ***FDM 215.4.5.4***.

Considerations regarding Positive Protection in Work Zones are provided in ***FDM 215.4.9***

215.4 Longitudinal Barriers, Barrier Transitions, End Treatments & Crash Cushions

Roadside barriers, transitions, end treatments (trailing anchorages and approach terminals), and crash cushions must be full-scale crash tested in accordance with either:

(1) **NCHRP Report 350: Recommended Procedures for the Safety Performance Evaluation of Highway Features** (NCHRP 350), or

(2) AASHTO Manual for Assessing Safety Hardware, 2016 (MASH).

Bridge Traffic Railings must be evaluated and designed in accordance with the ***Structures Design Guidelines*** *(**SDG**)*.

The criteria for crash testing specified in ***NCHRP 350*** and ***MASH*** provides six Test Levels (TL-1 thru TL-6) for the evaluation of roadside hardware suitability with consideration for vehicle type, mass, speed and impact angle. Each Test Level provides an increasing level of service in ascending numerical order. For additional information regarding appropriate application of Test Levels for Barrier Type Selection refer to ***FDM 215.4.5*** and the ***AASHTO RDG***.

Barriers, transitions, and end treatments consist of both proprietary and non-proprietary devices. Non-proprietary/Standardized devices are detailed in the ***Standard Plans***. Proprietary products are included on the ***APL***. These device address the majority of roadside needs on the State Highway System.

Non-standard roadside hardware (i.e. devices not included in either the ***Standard Plans*** or the ***APL*** may sometimes be needed to address unique situations, but are not permitted without prior approval by the Structures Design Office (SDO) for traffic railings (e.g., bridges, noise walls, wall copings), or the Roadway Design Office (RDO) for other roadside hardware. For additional information on the use of Non-Standard Roadside Safety Hardware refer to ***FDM 215.8***.

215.4.1 Longitudinal Barriers

215.4.1.1 Flexible Barrier

Flexible Barrier systems provide the least severe impact conditions with the greatest deflections. The only Department-approved flexible barrier system is High Tension Cable Barrier (HTCB) and is currently available for implementation through the Departments ***Developmental Standard Plans*** process. Detailed information on the usage

requirements and design criteria of HTCB can be found on the Departments Website (*http://www.fdot.gov/design/standardplans/*), which includes the following:

- Developmental Standard Plans Instructions, D540-001
- Developmental Standard Plans, Index D540-001
- Developmental Specification, Dev540

When considering the use of a ***Developmental Standard Plans Index***, review the ***Developmental Standard Plans Usage Process*** included in ***FDM 115.***

215.4.1.2 Semi-Rigid Barrier

Semi-Rigid Barriers include the following:

(1) W-Beam Guardrail – ***Standard Plans***, ***Index 536-001***

(a) General, TL-3 Guardrail – Post spacing at 6'-3" (TL-3, MASH)

(b) Low-Speed, TL-2 Guardrail – Post spacing at 12'-6" (TL-2, MASH)

(2) Modified Thrie-Beam Guardrail – ***Standard Plans***, ***Index 536-001*** (TL-4, NCHRP-350)

W-Beam Guardrail with posts at 6'-3" spacing, rail height of 2'-1" to center of panel and midspan splices, as detailed in ***Standard Plans***, ***Index 536-001***, was developed based on the ***31" Midwest Guardrail System*** (***MGS***). Compatible proprietary components may be referred by the 31" height.

TL-3 Guardrail installations may be used for all design speeds; however, installations on roadways with Design Speeds > 45 mph must have a minimum length of 75 feet, unless attached to a permanent rigid barrier.

The use of Low-Speed, TL-2 Guardrail is limited to flush shoulder roadways with Design Speeds ≤ 45 mph.

Installations of W-Beam Guardrail with 8-in offset blocks on wood or steel posts are detailed in ***Standard Plans***, ***Index 536-001***. W-Beam guardrail may also be installed at a reduced post spacing (i.e. less than 6'-3") to reduce deflection of the system. Reduced post spacing may be used for all design speeds in accordance with spacing and setback requirements provided in ***Table 215.4.2***.

The use of Thrie-Beam Guardrail panels is restricted to Modified Thrie-Beam, Thrie-Beam Retrofits (e.g., Metal Traffic Railings) and Barrier Transitions only.

Although Modified Thrie-Beam has been crash tested to NCHRP 350, TL-4 requirements as a longitudinal barrier, it presents unique challenges due to a lack of proven options for end treatments and transitions. As a result, project specific details are required for Modified Thrie-Beam installations.

215.4.1.3 Rigid Barrier

Rigid Barriers are assumed to exhibit no deflection under impact conditions; however, crash severity will likely be the highest of all barrier options. Rigid barrier includes Concrete Barriers and Traffic Railings. Concrete barriers are included for roadway applications and Traffic Railings are designed for structural applications (e.g., bridges, noise walls, wall copings).

Modifications to Rigid Barriers require approval from Office of Design (SDO or RDO). Modifications may include the following:

- Reinforcement details
- Surface treatments
- Material substitutions
- Geometric discontinuities along the length of the barrier
- Non-standardized attachments that do not meet the requirements of either this manual or ***SDG***
- Non-standardized and unfilled pockets or blockouts
- End transition details
- Traffic face geometry

Rigid Barriers include the following:

(1) Single-Slope Concrete Barriers (roadside applications):

(a) Median – ***Standard Plans***, ***Index 521-001*** (TL-4, MASH)

(b) Shoulder – ***Standard Plans***, ***Index 521-001*** (TL-4, MASH)

(c) Curb & Gutter - ***Standard Plans***, ***Index 521-001*** (TL-2, MASH)

(d) Pier Protection – ***Standard Plans***, ***Index 521-002*** (TL-5, MASH)

(2) Traffic Railings (bridges, noise walls, and wall copings):

(a) Bridges – ***Standard Plans***, ***Index 521-422 thru 521-427*** (TL-4, MASH) and ***Index 428*** (TL-5, MASH)

(b) Thrie-Beam Retrofits – ***Standard Plans***, ***Index 460-470 thru 460-476*** (TL-3, MASH) and ***Index 460-477*** (TL-2, MASH)

(c) Vertical Face Retrofits – ***Standard Plans***, ***Index 521-480 thru 521-484*** (TL-3, MASH)

Note: Use Tapered End Transition, ***Standard Plans, Index 521-484***, for Design Speed ≤ 40 mph only. Not permitted within the clear zone of approaching traffic unless site-specific justification is provided and approved by the District Design Engineer.

(d) Noise Wall – ***Standard Plans***, ***Index 521-509 thru 521-515*** (TL-4, MASH) (TL-5 option available from Structures Design Office)

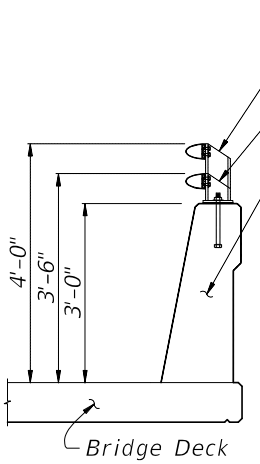
(e) Wall Coping – ***Standard Plans***, ***Index 521-610 and 521-612*** (36" Single-Slope and 42" Vertical, TL-4, MASH) (42" Single-Slope, TL-5, MASH)

Design bridge railings in accordance with the ***SDG***. On projects where an existing bridge is to remain, the bridge railings must be replaced or upgraded unless the railing meets criteria for new railings. Superseded FDOT Standard New Jersey Shape and F-Shape Traffic Railings conforming to the designs shown in ***Standard Plans Instructions*** for ***Index 536-002***, *"A Historical Compilation of Superseded Florida Department of Transportation 'Structures Standard Drawings' for 'F' and 'New Jersey' Shape Structure Mounted Traffic Railings"*, are both structurally and functionally adequate for TL-3 MASH.

For information regarding existing traffic railings, see ***FDM 215.7.4***.

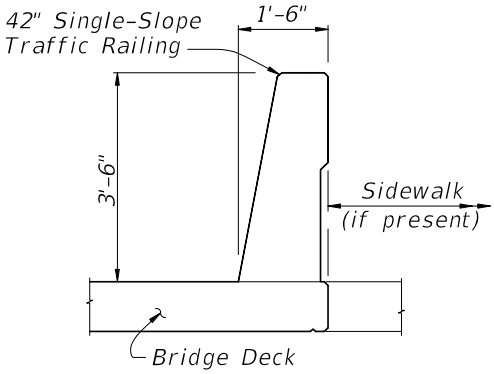
Details and typical applications of standard bridge railings are provided in ***Figures 215.4.1 – 215.4.10***. Refer to ***FDM 222.4*** for details of pedestrian/bicycle railings and fencing.

Figure 215.4.1 Bridge Traffic Railings – F-Shapes



- Typical application is a Traffic Railing on a bridge deck edge or between a shoulder and a sidewalk.
- Not suitable as a pedestrian or bicycle railing at bridge deck edge unless used with Bullet Railing shown in, Indexes 515-021 & 515-022.
- Section thru Railing on Bridge Deck Shown, Section thru Railing on Approach Slab and Permanent Retaining Wall Similar.

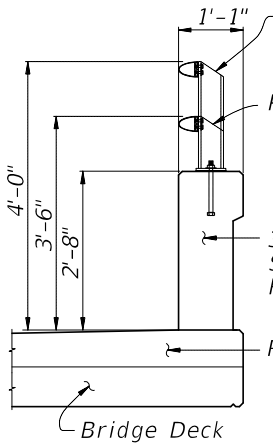
SECTIONAL VIEW NO. 1 – 36" SINGLE-SLOPE TRAFFIC RAILING
STANDARD PLANS, INDEX 521-427
W/INDEXES 515-021 & 515-022 (OPTIONAL)



- Typical application is a Traffic Railing on a bridge deck edge or between a shoulder and a sidewalk.
- No additional pedestrian rails permitted.
- Section thru Railing on Bridge Deck Shown, Section thru Railing on Approach Slab and Permanent Retaining Wall Similar.

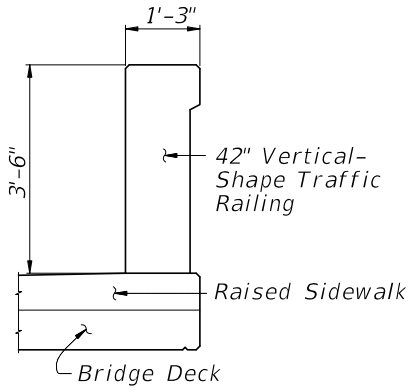
SECTIONAL VIEW NO. 2 – 42" SINGLE-SLOPE TRAFFIC RAILING
STANDARD PLANS, INDEX 521-428

Figure 215.4.2 Bridge Traffic Railings – Vertical Shapes



- Typical application is a bridge deck edge Traffic Railing at the back of a raised sidewalk, design speed ≤ 45 mph or as a pedestrian railing behind a Traffic Railing (without a raised sidewalk See Sectional View No 10).
- Section thru Railing on Bridge Deck Shown, Section thru Railing on Approach Slab and Permanent Retaining Wall Similar.

SECTIONAL VIEW NO. 3 – 32" VERTICAL-SHAPE TRAFFIC RAILING
STANDARD PLANS, INDEX 521-423
W/INDEXES 515-021 & 515-022 (OPTIONAL)



- Typical application is a bridge deck edge Traffic Railing at the back of a raised sidewalk, design speed ≤ 45 mph or as a pedestrian railing behind a Traffic Railing (without a raised sidewalk).
- No additional pedestrian rails permitted.
- Section thru Railing on Bridge Deck Shown, Section thru Railing on Approach Slab and Permanent Retaining Wall Similar.

SECTIONAL VIEW NO. 4 – 42" VERTICAL SHAPE TRAFFIC RAILING
STANDARD PLANS, INDEX 521-422

Figure 215.4.3 Bridge Traffic Railings – Other Shapes

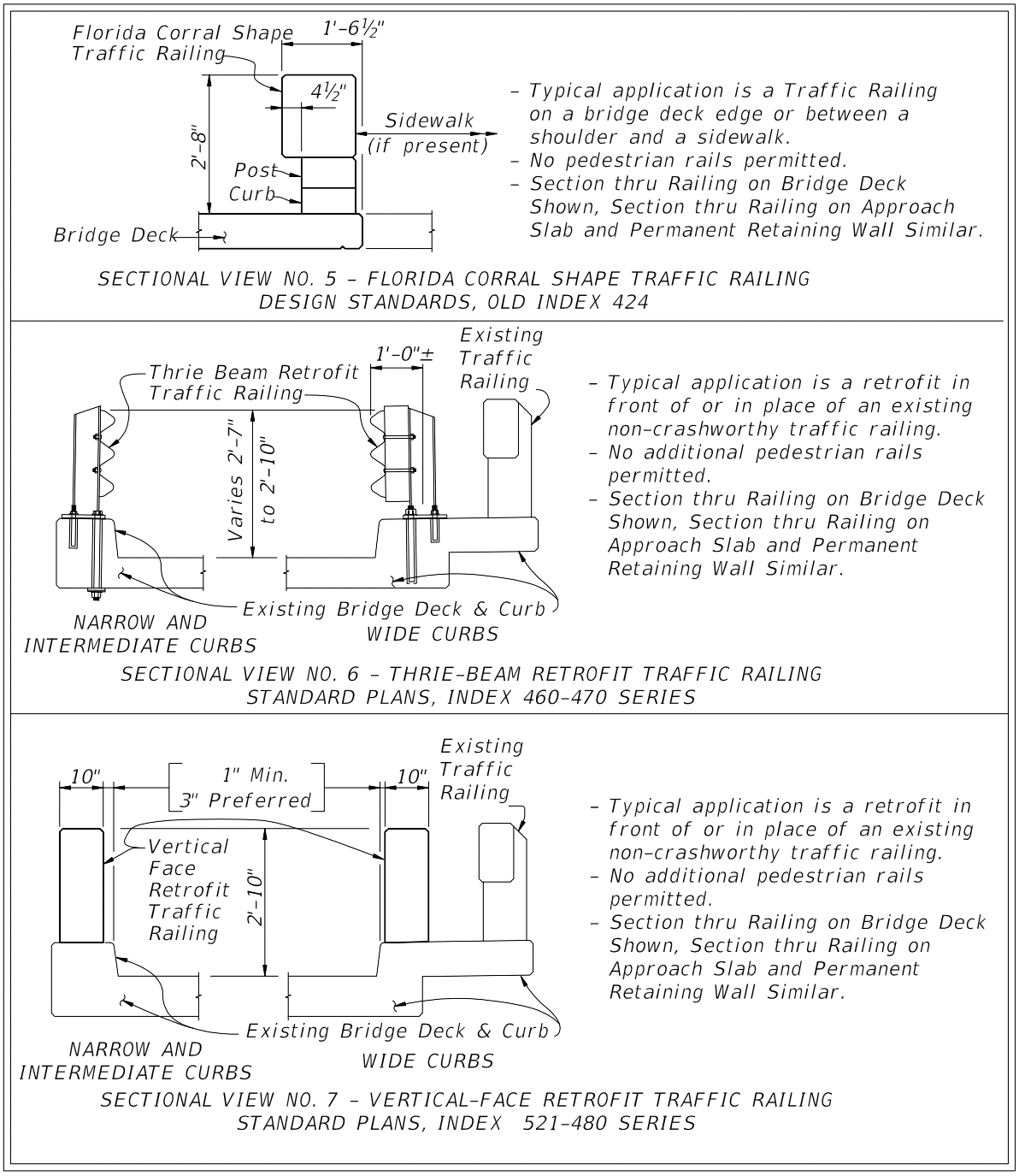
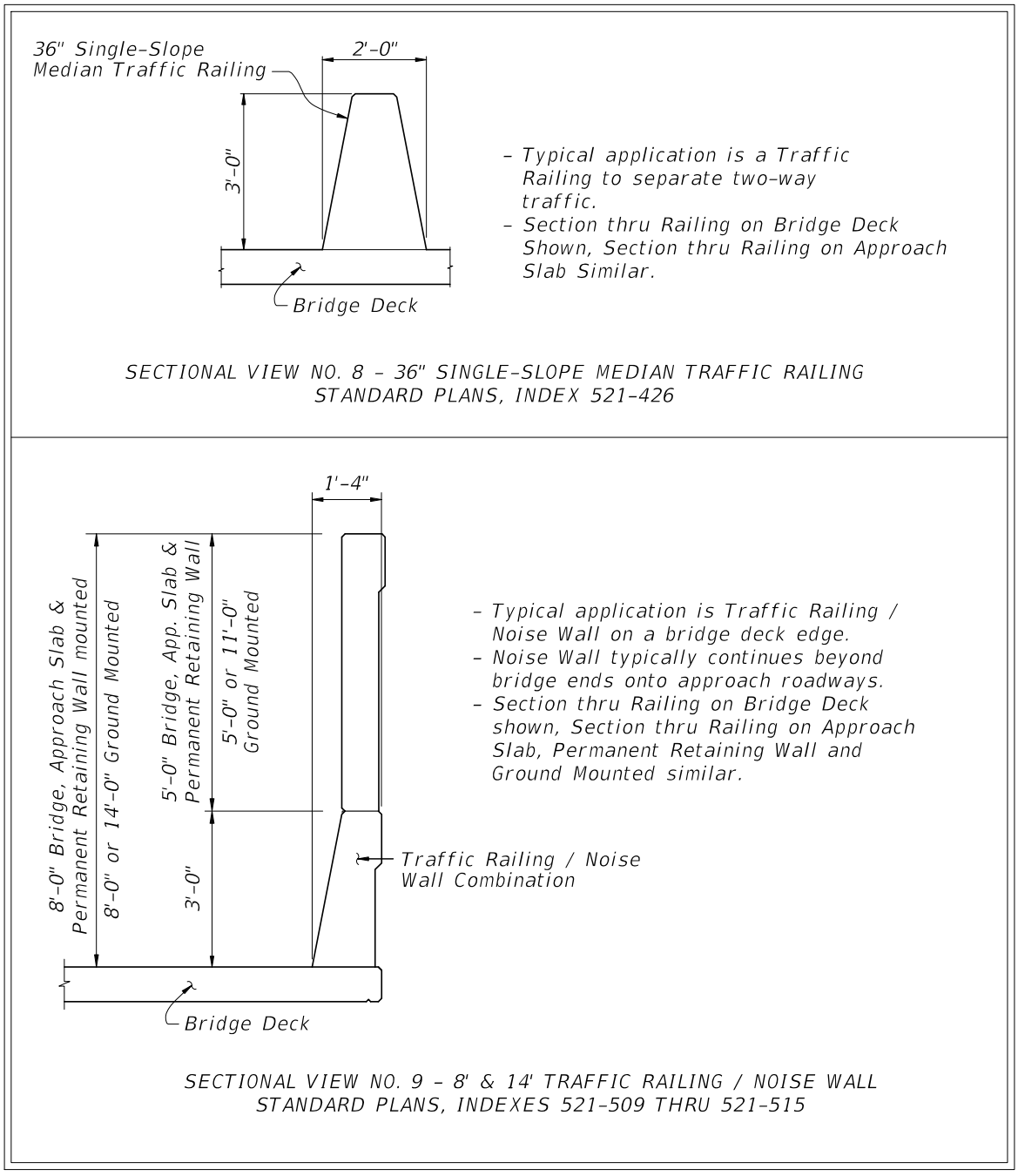


Figure 215.4.4 Bridge Traffic Railings – Median Traffic Railing and Traffic Railing/Noise Wall Combination



215.4.1.4 Temporary Barriers

Temporary Barriers are used in work zones to protect motorists and as Positive Protection to safeguard construction workers while construction actives are taking place. General information about the application of Temporary Barriers can be found in ***Standard Plans***, ***Index 102-100***.

Temporary Barriers are installed in either 'Anchored' or 'Free-standing' conditions based on the barrier type and needed setback distance. See the Installation Data table provided in ***Standard Plans***, ***Index 102-100*** for the lateral offset and setback distance requirements.

Temporary Barriers include the following:

(1) Low Profile Barrier – ***Standard Plans***, ***Index 102-120*** (TL-2, NCHRP 350)

(2) Type K Barrier – ***Standard Plans***, ***Index 102-110*** (TL-3, NCHRP 350)

(3) Proprietary Temporary Barrier – See ***APL*** (TL-3, NCHRP 350 and MASH)

Low Profile Barriers are required for Work Zone Speeds of ≤ 45 mph where temporary barrier is needed within 100 feet of an intersection, residential driveway or business entrance. Use of other barriers is not permitted at these locations due to sight distance limitations. Low Profile Barrier can be used on bridges where no drop-off is present. Transitions from Low Profile Barrier to other temporary barriers within a run of barrier (i.e. from begin length of need to end length of need) is not permitted.

Type K Barrier is a portable concrete barrier which has the capability of being anchored (i.e. staked or bolted) to limit deflections or installed in a free-standing configuration. See ***Standard Plans***, ***Index 102-110*** for specific requirements for the use of Type K Temporary Concrete Barrier Refer to ***Standard Plans***, ***Index 102-110*** for details on transitioning between the Type K Temporary Concrete Barrier on bridges and other concrete barrier systems on the adjoining roadway.

Proprietary Steel Barriers (anchored only), Water Filled Barriers (free-standing only) and portable concrete barriers (free-standing or anchored) must be used in accordance with the Vendor drawings on the ***APL***. To allow for the use of ***APL*** devices refer to temporary barrier the Plans as either 'Anchored' or 'Free-standing', unless specific limitations are required. Proprietary steel barriers listed on the ***APL*** are anchored to limit deflections; however, barrier heights and drainage performance may limit some systems.

Anchored (bolted) temporary barriers are not permitted on bridge superstructures that contain post-tensioned tendons within the concrete deck (top flange of concrete box

girders) or on bridge superstructures consisting of longitudinally prestressed, transversely post-tensioned, solid, or voided concrete slab units.

If Flexible (HTCB, ***Index D540-001***) or Semi-Rigid (Guardrail, ***Index 536-001***) barrier is used in a temporary configuration, or allowed to remain during a portion of the Temporary Traffic Control (TTC) Plan, requirements for the permanent application of barrier must be met; e.g., grading, deflection space, offset from Edge of Traveled Ways.

215.4.2 End Treatments

Non-crashworthy longitudinal barrier ends are hazards for approach direction when terminated within the clear zone. Crashworthy end treatments for each barrier type (flexible, semi-rigid, and rigid) are provided in the ***Standard Plans***.

Flexible barrier end treatments are vendor-specific. For additional information regarding the end treatment of HTCB, refer to ***Developmental Standard Plans***, ***Index D540-001***, as referenced above.

215.4.2.1 Guardrail End Treatments

Guardrail end treatments are necessary to provide crashworthy ends for approaches and anchorage of the guardrail system. For the guardrail to provide adequate redirective capabilities during a vehicle impact, anchorage of the system is needed for tensile (ribbon) strength to develop in the guardrail panels. Approach terminals provide both anchorage of the guardrail system and a crashworthy approach. End treatments for guardrail are categorized as follows:

(1) Approach Terminals – required for guardrail ends within the clear zone of approaching traffic. Guardrail approach terminals must be a proprietary device listed on the ***APL***. Approach terminals are classified by Test Level (TL-2 for Design Speeds ≤ 45 mph or TL-3, which is acceptable for all design speeds) and as follows:

   (a) Flared – preferred terminal for locations where sufficient space is available to offset barrier end from approaching traffic.

   (b) Parallel – use only when sufficient space is not available for a flared terminal.

   (c) Double Face – preferred end treatment for double faced guardrail installations.

(2) Crash Cushion – See ***FDM 215.4.3***.

(3) Trailing End Anchorages (Type II) – required for anchoring of the trailing ends of guardrail. Trailing end anchorages are non-crashworthy as an approach end treatment, and are not permitted as a guardrail end treatments on the approach end within the clear zone, unless shielded by another run of barrier. The Type II Trailing End Anchorage, is detailed in the ***Standard Plans***, ***Index 536-001***.

215.4.2.2 Rigid Barrier End Treatments

Terminate rigid barrier by either transitioning into another barrier system (e.g., guardrail), or by shielding with a crash cushion. Details and requirements are provided in the ***Standard Plans***.

Sloped concrete end treatment using a vertical height transition, detailed in ***Standard Plans***, ***Index 521-001***, are not permitted within the clear zone of approaching traffic lanes. With sufficient justification the District Design Engineer may grant approval for use of this end treatment within clear zone for design speeds 35 mph and less, and only when no other more crashworthy solution is available.

Treatment of the trailing end of rigid barriers is not required unless additional hazards exist beyond the rigid barrier or the barrier is within the clear zone of opposing traffic.

215.4.2.3 Temporary Barrier End Treatments

The required treatments for exposed ends of temporary barriers are:

(1) Connecting to an existing barrier (smooth, structural connections are required - Refer to ***Standard Plans***, ***Indexes 102-100*** and ***102-110***, or the ***APL***);

(2) Shield end with a crash cushion as detailed in the ***Standard Plans*** or ***APL*** for the specific type of temporary barrier (i.e. Temporary Concrete, Steel, or Water Filled); or,

(3) Flaring outside of the Work Zone clear zone (See ***Standard Plans, Index 102-600***)

No modifications to the end treatments included in the ***Standard Plans*** or ***APL*** are permitted. Special conditions may require end treatments other than those included above. If this occurs, consult the State Roadway Design Office (RDO***)*** and provide special details in the Plans.

215.4.3 Crash Cushions

Crash cushions (impact attenuators) are used to protect motorists from the exposed ends of barriers, fixed objects and other hazards within the clear zone. They are energy absorbing devices that may be redirective non-gating, or non-redirective gating. Crash cushions are classified based on Test Level and design speed, as shown for each system on their respective ***APL*** drawings.

The design of a crash cushion system must not create a hazard to opposing traffic. ***APL*** drawings provide details for transitions for optional barrier types with and without bi-directional traffic.

An impacting vehicle should strike the systems at normal height, with the vehicle's suspension system neither collapsed nor extended. Therefore, the terrain surrounding crash cushions must be flat (1:10 or flatter) in advance of and along the entire design length of the system. Do not locate curbs within the approach area of a crash cushion.

215.4.3.1 Permanent Crash Cushions

Permanent crash cushions must be redirective non-gating. Standard details of systems for typical installations shielding concrete barrier wall ends and guardrail ends can be found on the ***APL*** under ***Section 544***. In addition, some of these systems have standard details for shielding wide hazards. For applications not covered in the ***APL*** drawings, crash cushion vendors normally provide design assistance for their systems. Special designs must be detailed in the Plans and based on meeting the performance criteria for the established design speed of the facility (i.e. barrier system Test Level).

215.4.3.2 Temporary Crash Cushions

Two types of temporary crash cushions are permitted;

- Redirective non-gating crash cushions
- Non-redirective gating crash cushions

Redirective crash cushions will shield hazards by redirecting errant vehicles impacting the side of the crash cushion and decelerate errant vehicles from a direct, in-line impact at the terminus of the crash cushion by absorbing the energy.

Gating crash cushions are designed to decelerate errant vehicles from a direct, in-line impact at the terminus of the crash cushion by absorbing the energy, but provide no redirective capabilities for side impacts. Use of gating crash cushions require approval

from the State Roadway Design Office (RDO). Gating cushions may be appropriate on low speed facilities and in work zones with higher speeds where only low impact angle hits are expected. An adequate clear runout area must be provided beyond a gating crash cushion (between the departure line and the clear zone). Plan details for site specific design are required.

Approved temporary crash cushions for use on Department contracts are listed on the ***APL*** under ***Section 102***. Sand barrel gating systems are not permitted.

Anchored (bolted) temporary crash cushions are not permitted on bridge superstructures that contain post-tensioned tendons within the concrete deck (top flange of concrete box girders) or on bridge superstructures consisting of longitudinally prestressed, transversely post-tensioned, solid, or voided concrete slab units.

215.4.4 Barrier Transitions

Guardrail transitions are necessary, whenever standard W-Beam guardrail converges with rigid barriers. Guardrail transitions must include sound structural connections, nested panels and additional posts for increased stiffness. Use the guardrail transitions included in the ***Standard Plans*** as follows:

(1) General, Guardrail Approach Transition to Rigid Barrier – ***Index 536-001*** (Single or Double Face Guardrail, TL-3, MASH), Approved for all Design Speeds.

(2) Low Speed, Guardrail Approach Transition to Rigid Barrier – ***Index 536-001*** (Single Face Guardrail only, TL-2, MASH), Approved for Design Speeds ≤ 45 mph only with Flush Shoulder or Curb.

(3) Trailing End Transition Connection – ***Index 536-001*** (Test Level N/A), Approved for all Design Speeds.

Various other barrier transitions are detailed throughout the ***Standard Plans*** and ***APL*** drawings for transitions from temporary barriers to permanent rigid barriers and transitions from variable height/shape rigid barriers.

215.4.5 Barrier Type Selection

Consider the following factors when determining the appropriate barrier type:

(1) Barrier Placement requirements (see ***FDM 215.4.6***)

(2) Traffic characteristics (e.g., volume, percent trucks)

(3) Site characteristics (e.g., terrain, alignment, geometry, access facility type, access locations, design speed)

(4) Expected frequency of impacts

(5) Initial and replacement/repair costs

(6) Ease of maintenance

(7) Exposure of workers when conducting repairs/maintenance

(8) Aesthetics

For additional information about considerations for barrier selections refer to the ***AASHTO RDG***. Document barrier type selection decisions and warrants.

215.4.5.1 Longitudinal Barrier Selection

There are four options for longitudinal barrier; HTCB, W-Beam Guardrail, Modified Thrie-Beam Guardrail, and Rigid Barriers. ***Table 215.4.1*** provides guidance regarding roadway barrier type selection.

Specific requirements for the selection of HTCB are provided in the ***Standard Plans Instructions*** for ***Index D540-001***.

Based on the limitations noted in ***FDM 215.4.1.2***, the use of Modified Thrie-Beam Guardrail should be restricted to locations where site specific conditions warrant a more robust guardrail system but not the added cost of rigid barrier system.

Refer to the ***SDG*** for barrier type and test level selection of Traffic Railings.

Table 215.4.1 Roadway Barrier Type Selection

Barrier Type	Deflection Space Requirement (feet)	Order of Bias			Test Level	Design Vehicles
		Initial Cost	Vehicle Impact Severity	Maintenance Cost		
HTCB	12	LOW	LOW	HIGH	TL-4 (NCHRP 350)	Passenger Car, Pickup Truck, & Single-Unit Truck
W-Beam Guardrail	5				TL-2 & TL-3 (MASH)	Passenger Car & Pickup Truck
Modified Thrie-Beam Guardrail	3				TL-4 (NCHRP 350)	Passenger Car, Pickup Truck, & Single-Unit Truck
Rigid Barrier	0	HIGH	HIGH	LOW	TL-3, TL-4 & TL-5 (MASH)	Passenger Car, Pickup Truck, Single-Unit Truck & Tractor-Van Trailer

215.4.5.2 End Treatment Selection

Select end treatments in accordance with ***FDM 215.4.2***, the ***Standard Plans*** and the ***Standard Plans Instructions*** for each applicable barrier type.

215.4.5.3 Crash Cushion Selection

Various types of energy absorbing devices eligible for use on Department projects as crash cushions can be found on the ***APL***. Detailed information about these systems is provided in the ***Standard Plans***, ***APL***, and in each manufacturer's publications. Each system has unique physical and functional characteristics.

For permanent crash cushion applications, indicate in the Plans the requirements for each given location in accordance with ***Standard Plans***, ***Index 544-001***, and ***FDM 307***, including the:

(1) Location (station and side),

(2) Barrier system (concrete barrier wall or guardrail),

(3) Design length,

(4) Design speed,

(5) Crash test level, and

(6) Hazard width and length restriction.

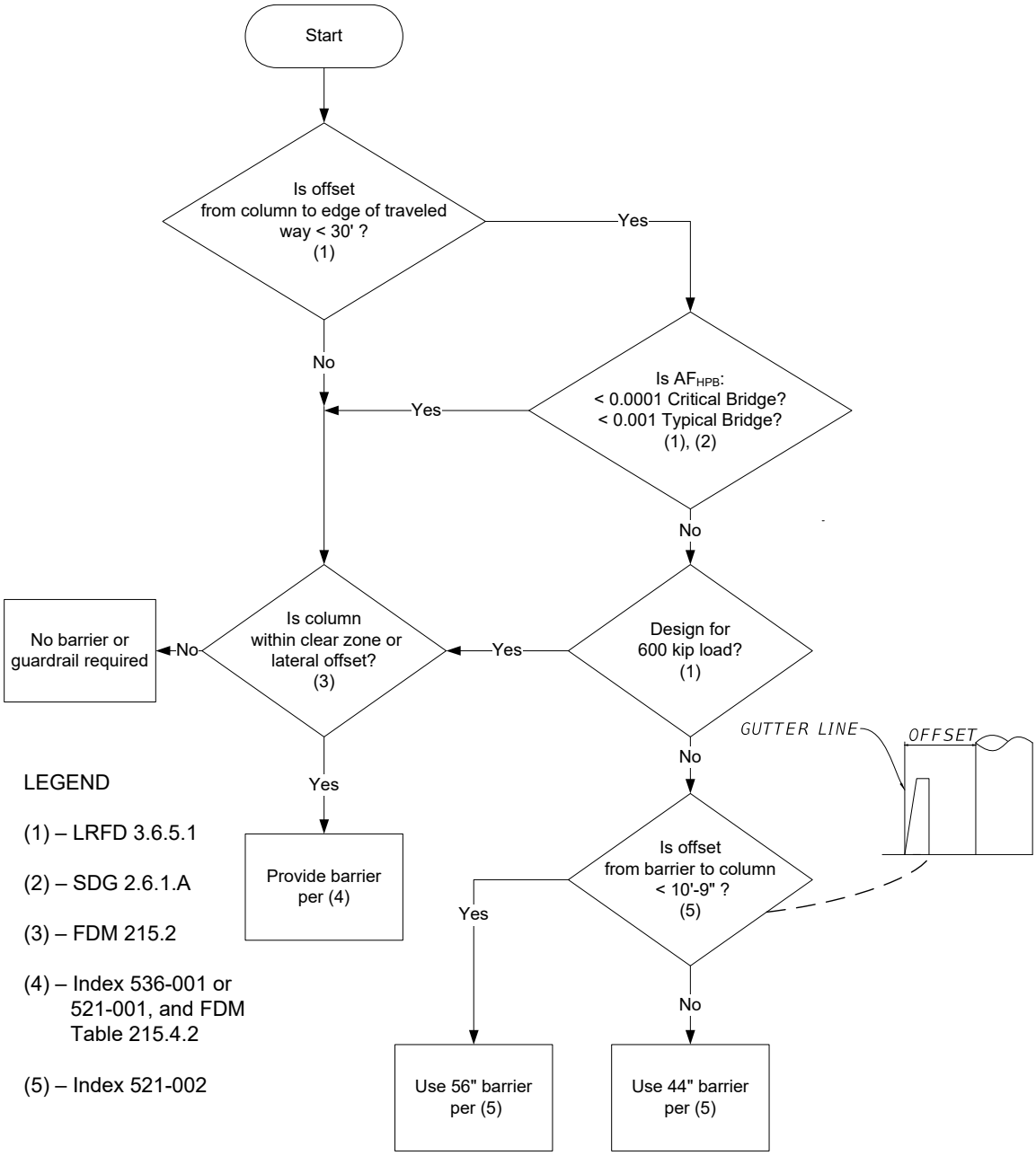
Site characteristics and economics dominate crash cushion selection considerations. Some crash cushion systems are relatively low in initial cost, but usually must be completely replaced when struck, so are more appropriate in locations with a low likelihood of collision. There are a number of other systems that have higher initial costs but can be repaired after collisions relatively quickly and inexpensively, so are more appropriate where frequent collisions are anticipated. The ability of maintenance forces to perform routine maintenance and to place a crashed system back into service quickly should be a major consideration. Do not use crash cushions that require stocking unusual and expensive parts or those that are complex to replace.

215.4.5.4 Pier Protection

In addition to shielding bridge piers to protect motorists from a hazard within the clear zone, bridge piers may need shielding for protection from damage due to design limitations (i.e. piers not designed for vehicular collision forces). Coordination with the Structural Engineer of Record is required to determine if pier protection is warranted.

The requirements for Pier Protection are outlined in the ***SDG***, ***Section 2.6***. The process for determining the appropriate level of Pier Protection for New Construction projects is presented in ***Figure 215.4.5*** (Pier Protection Selection Flowchart). For RRR and railroad requirements, refer to the ***SDG***. Detail Pier Protection barrier in accordance with ***Standard Plans***, ***Index 521-002***.

Figure 215.4.5 Pier Protection Selection Flowchart (New Construction)



215.4.6 Barrier Placement

The primary design factors associated with barrier placement are:

(1) Lateral Offset from the Edge of Traveled Way,

(2) Deflection Space Tolerance,

(3) Terrain Effects,

(4) Length of Need,

(5) Space for End Treatments, and

(6) Outside Shoulder or Median Application

215.4.6.1 Barrier Offset

Offset roadside barriers as far from the travel lanes as practical with consideration for maintaining the proper performance of the barrier. See ***Developmental Standard Plans Instructions*** for ***Index D540-001*** for the barrier placement requirements for HTCB.

Requirements for guardrail offsets are illustrated in ***Figure 215.4.6***.

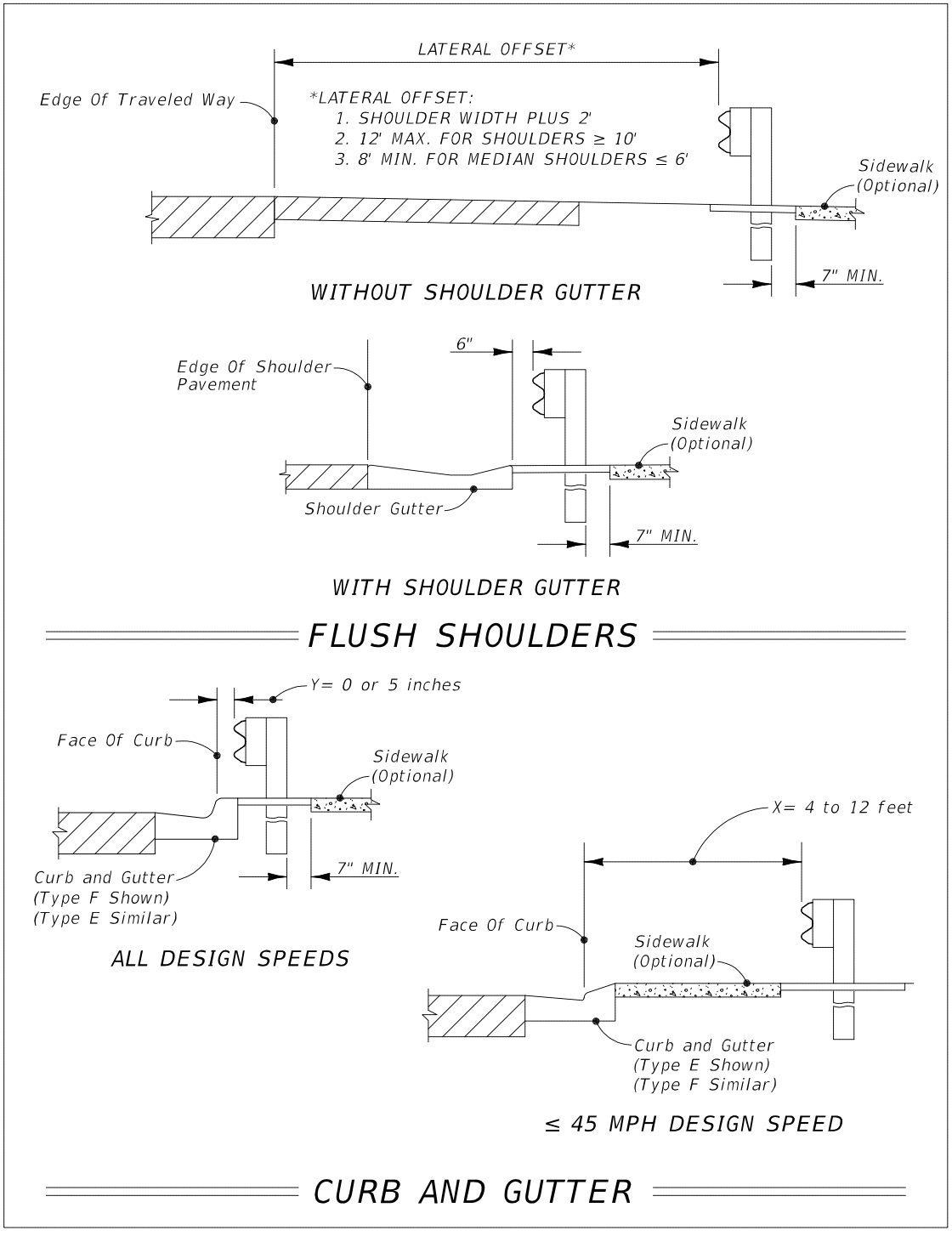
For flush shoulder roadways the standard offset for W-Beam Guardrail from the Edge of Traveled Way is the shoulder width plus 2 feet, not to exceed 12 feet. The 12 feet maximum offset for guardrail is established to reduce the potential for impacts where the vehicle is behaving significantly different than the crash tested conditions (i.e. non-tracking, fish-tailing, excessive approach angle, etc.). Guardrail offsets greater than 12 feet require site-specific justification in accordance with ***FDM 215.4.7***, unless location is based on the requirements of ***FDM 215.4.6.4***, ***Median Barrier*** or ***FDM 215.3.2, Canal Hazards***.

When curb is present, the preferred configuration is to place the face of the guardrail panel 5 inches from the face of curb. For design speeds ≤ 45 mph, the face of the guardrail panel may also be placed between 4 feet and 12 feet from the face of curb.

Rigid Barrier is typically used when there are barrier deflection or right-of-way limitations. Rigid Barrier offsets should be based on site-specific conditions, but as far from the traveled way as possible.

Rigid Barrier, with the exception of F-Shape or Single-Slope barriers with a height less than 42”, may be used in combination with curbs, and provide an acceptable alternative to the areas excluded for guardrail use in ***Figure 215.4.6***.

Figure 215.4.6 Lateral Offset to Guardrail



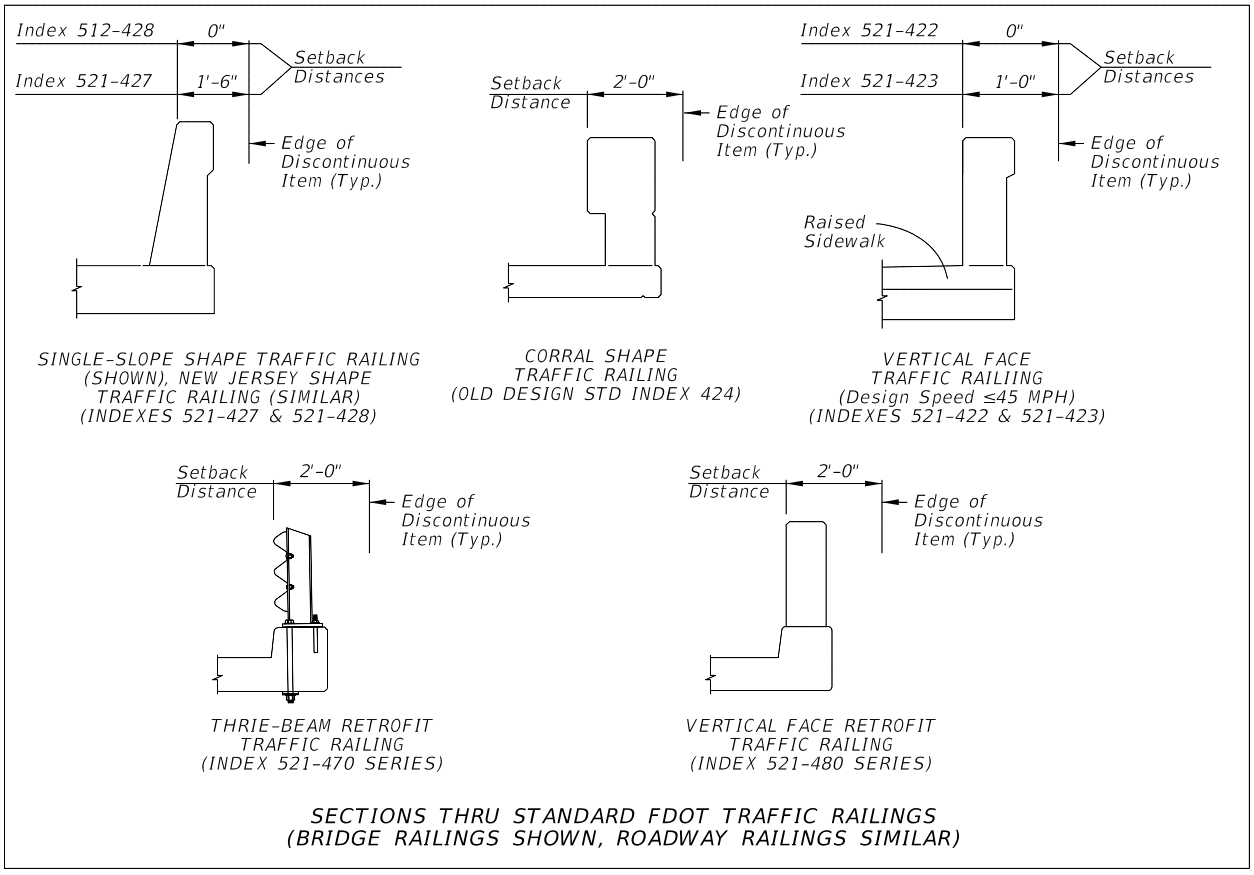
In addition to travel lane lateral offset considerations, an adequate setback must be provided behind the barrier to ensure proper function. For flexible and semi-rigid barriers the setback is based on deflection tolerances and is required to prevent the barrier from contacting aboveground hazards.

For rigid barriers the setback is required to keep the area above and behind the barrier face free of obstructions that could penetrate or damage the vehicle compartment. This requirement is based on the "Zone of Intrusion" concept as described in the ***AASHTO RDG***. ***Table 215.4.2*** provides the Setback requirements for FDOT standard barriers. Additionally, ***Figure 215.4.7*** includes setback distances to rigid barriers for discontinuous elements. These requirements do not apply to devices detailed in the ***Standard Plans*** as attachments to rigid barriers (e.g., pedestrian/bicycle bullet railing, bridge fencing, traffic railing/noise wall combinations).

Table 215.4.2 Minimum Barrier Setback
(Measured from the face of the barrier)

Barrier Type	Setback Distance
Flexible Barrier	
High Tension Cable Barrier (HTCB)	12 feet, 0 inches
Semi-Rigid Barrier	
W-Beam with Post Spacing @ 6 feet, 3 inches (TL-3)	5 feet, 0 inches
W-Beam with Post Spacing @ 12 feet, 6 inches (TL-2)	5 feet, 0 inches
W-Beam with Post Spacing @ 3 feet, 1.5 inches (½ Spacing)	3 feet, 10 inches
W-Beam with Post Spacing @ 1 foot, 6.75 inches (¼ Spacing)	3 feet, 2 inches
Nested W-Beams with Post Spacing @ 3 feet, 1.5 inches (½ Spacing)	3 feet, 0 inches
Nested W-Beams with Post Spacing @ 1 foot, 6.75 inches (¼ Spacing)	2 feet, 8 inches
Deep Post W-Beam installed on 1:2 Slope Break with Post Spacing @ 6 feet, 3 inches (TL-3)	5 feet, 6 inches
Modified Thrie-Beam with Post Spacing @ 6'-3"	3 feet, 0 inches
Rigid-Barrier	
Concrete Barrier < 40" Height (Design Speeds ≤ 45 MPH)	0 feet, 0 inches
Concrete Barrier < 40" Height (Design Speeds > 45 MPH) Non-crash Tested Continuous or Discontinuous Items	1 foot, 6 inches
Concrete Barrier ≥ 40" Height	0 feet, 0 inches
Bridge Traffic Railing < 40" Height Non-crash Tested Continuous Items Non-crash Tested Discontinuous Items	 5 feet, 0 inches See ***Figure 215.4.7***
Temporary Barriers	
See "Setback Distance" of applicable ***Standard Plans***, ***Index*** or ***APL*** drawing.	

Figure 215.4.7 Setback Distances for Discontinuous Elements



Noise Wall/Traffic Railing combinations located within the setback distance must be crash tested to or accepted as TL-4 under ***MASH***. Other continuous items (e.g., glare screens and fences) located within this setback distance must be crash tested to or accepted as TL-3 under ***NCHRP 350*** or ***MASH***.

See ***FDM 215.5*** for additional information regarding discontinuous attachments to rigid barriers.

215.4.6.2 Grading Requirement

The terrain effects between the traveled way and a barrier can have a significant impact on whether or not a barrier will perform as intended. Proper grading around a barrier will ensure that as a vehicle approaches a barrier its suspension is not dramatically affected, causing the vehicle to underride or override a barrier.

Install barriers on slopes 1:10 or flatter. Continue the 1:10 slope a minimum 2 feet beyond the barrier (i.e. from either the guardrail post or rigid barrier) before providing a slope break.

With approval of the District Design Engineer and where conditions are constrained, the Deep Post guardrail option may be used in lieu of providing a 2-feet setback to the slope break point. Coordinate the use of the Deep Post guardrail option with the District Drainage Engineer and District Maintenance Engineer. See Deep Post details in ***Standard Plans***, ***Index 536-001*** "Slope Break Condition".

Modification for Non-Conventional Projects:
Delete the last paragraph and see RFP for requirements.

Proper grading around crashworthy end treatments is essential to assure the device performs as intended. Grading requirements are shown in the ***Standard Plans***.

For superelevated roadway sections, a maximum 7% algebraic difference is permitted between the travel lanes and shoulder in advance of barriers. See ***FDM 215.4.6.5*** for temporary barrier requirements in superelevated roadway sections.

215.4.6.3 Length of Need

Length of need is dependent on:

(1) Barrier type

(2) Design speed

(3) Offset distance to the face of the barrier

(4) The lesser distance to either the back of the hazard or to the clear zone

Use the requirements provided in the ***Standard Plans Instructions*** or the ***Standard Plans*** to establish length of need for each barrier type.

215.4.6.4 Continuous Median Barriers

Continuous median barriers are used to mitigate median crossover crashes (i.e., reduce the number of vehicles that might enter opposing lanes of traffic after traversing a median).

Locate continuous median barrier in accordance with guidelines included in the ***AASHTO RDG, Section 6.6*** and in accordance the ***Standard Plans***.

In locations where a continuous median barrier is present, the length of a barrier opening should be minimized to the extent practical. As shown in ***FDM Exhibit 211-3***, the barrier ends on each side of the opening should be offset. Provide crashworthy end treatments or crash cushions to shield the barrier ends when the ends are within the clear zone and fall within the departure angle used to set length of need. Provide crashworthy end treatments or crash cushions when the angle between barrier ends is less than 30 degrees measured from the direction of mainline travel.

The preferred barrier option for continuous median barrier is High Tension Cable Barrier (HTCB), provided the requirements of the ***Developmental Standard Plans Instructions*** for ***Index D540-001*** can be met. Evaluate other barrier options when the deflection and placement requirements for HTCB cannot be met.

Include Rub Rail on double faced w-beam guardrail installations as shown in ***Standard Plans***, ***Index 536-001***. Based on the shoulder width and as shown in ***Figure 215.4.6***, locate double faced w-beam guardrail at a lateral offset of between 8 feet and 12 feet from the edge of traveled way. For medians with cross slopes of 1:6 of flatter, locate the barrier closest to the traveled way with the most likelihood or history of lane departure (e.g., outside of horizontal curves and sections with outside merge lanes). If median cross slopes greater than 1:6 exist, and HTCB is not feasible, install w-beam guardrail along both sides of the median or consider a grade separated (bifurcated) median with a concrete barrier.

Use concrete median barrier when the barrier offset requirements for flexible or semi-rigid barrier cannot be met or a higher test level barrier is justified. Implement concrete median barrier in accordance with ***Standard Plans***, ***Index 521-001***.

215.4.6.5 Requirements for Culverts

Roadside barriers placed at a culvert (i.e., box culvert, bridge culvert, or three-sided culvert) should be either W-Beam Guardrail or Bridge Traffic Railing. See ***Chapter 6*** of the ***Structures Design Guidelines*** for more information regarding bridge traffic railings.

W-Beam Guardrail is the preferred barrier option, provided the grading, post embedment and length of need requirements can be met. A minimum of 4 feet of fill must be provided over the culvert for adequate post embedment and performance. If there is less than 4 feet of fill over the culvert, utilize one of the following options:

(1) Culverts with total overall widths ≤ 5 feet: use W-Beam Guardrail with a post layout that straddles the outside of the culvert using standard post spacing of 6'-3".

(2) Culverts with total overall width between 5 feet and 20 feet: use shortened W-Beam guardrail posts (e.g., Encased Post for Shallow Mount). See Design Standards, Index 400.

(3) Culverts with total overall width > 20 feet: use a project specific designed metal traffic railing similar to the Thrie-Beam Retrofit barriers (i.e. thrie-beam railing attached directly to the culvert headwall), see the ***Standard Plans, Index 460 Series***. Designers should note that the locations of the first and last posts are critical. Headwalls must be a minimum of 18 inches wide and the base plate must be located so that it is located at least 12 inches away from any construction joint or free end of the concrete headwall.

Placement of base plates and bolts in the top slab of the culvert barrel should be avoided because they are difficult to repair and maintain, the necessary anchor embedment lengths are problematic to obtain, and they are potentially damaging to the top of the culvert barrel.

Concrete rigid barrier or bridge traffic railing is typically not used due to the short length of culverts, unless continued along the roadway for other reasons.

215.4.6.6 Temporary Barriers

Installation instructions and flare rates are given in ***Standard Plans***, ***Indexes 102-100***, ***102-110***, ***102-120*** and ***102-600***.

A temporary or permanent pavement surface with a maximum cross slope of 1:10 is required when a temporary barrier is used. Refer to ***Standard Plans***, ***Index 102-100*** for setback distance and asphalt pad requirements.

Show or note the location of temporary barriers in the Temporary Traffic Control (TTC) Plans. Also provide a Work Area Access Plan for projects with work zones shielded with a barrier. For additional information regarding TTC Plans, refer to ***FDM 240***.

The presence of barriers on both shoulders may eliminate any effective shoulder width or refuge area. The effective shoulder width is required to ensure an area is available for

both disabled vehicles during normal traffic conditions and access for emergency responders during stopped conditions. Therefore, on interstate, freeway, and expressway projects requiring barriers on both sides of the work zone traveled way, a minimum 10-foot lateral offset from the edge of the traveled way to the barrier is required on at least one side of the roadway. Bridge construction and associated roadway approaches are exempt from this requirement. Providing this 10-foot lateral offset on arterials and collectors should be considered. For all other applications, provide the minimum lateral offset required per ***Standard Plans***, ***Index 102-100***.

When using existing barrier during a temporary traffic control operation or when 2-way traffic is placed on a facility that is normally one-way, the existing permanent or temporary barriers must be modified as necessary to ensure their proper crashworthiness during the temporary situation. This will include eliminating non-crashworthy end treatments, snag points or other protrusions normally angled away or hidden from approaching vehicles.

Existing permanent barriers used during temporary traffic control operations must meet grading, offset, and setback (i.e. deflection space) requirements for the permanent installation.

Temporary barriers, as defined in ***FDM 215.4.1.4***, located in superelevated roadway sections must be installed on the same roadway cross slope as the travel lanes (i.e. no slope break in advance of the barrier).

215.4.7 Warrants for Roadside Barriers

The installation of roadside barriers presents a hazard in and of itself, and as such, requires an analysis for whether or not the installation of a barrier presents a greater risk than the feature it is intended to shield. The analysis should be completed using the ***Roadside Safety Analysis Program*** (***RSAP***) or in accordance with the AASHTO ***Highway Safety Manual*** (***HSM***). Refer to ***FDM 122.6*** for guidance on evaluating the benefits of shielding using ***RSAP*** or the ***HSM***.

Roadside barriers are recommended when hazards exist within the clear zone, hazards cannot be cost effectively eliminated or corrected, and collisions with the hazards are more serious than collisions with the barriers.

The following conditions within the clear zone are considered more hazardous than a roadside barrier:

(1) Drop-off Hazards, as defined in ***FDM 215.3.3***.

(2) Bridge piers, abutments and railing ends.

(3) Non-traversable culverts, pipes and headwalls.

(4) Non-traversable parallel or perpendicular ditches and canals.

(5) Canals, ponds and other bodies of water.

(6) Parallel retaining walls with protrusions or other potential snagging features.

(7) Retaining walls at an approach angle with the edge of pavement larger than 7 degrees (1:8).

(8) Non-breakaway sign or luminaire supports.

(9) Trees greater than 4 inches in diameter measured 6 inches above the ground.

(10) Utility poles.

(11) Weaving Sections, as defined in ***FDM 211.12.1***.

215.4.7.1 Treatment of Roadside Hazards

If a hazard, including slopes steeper than 1:3, is present within the clear zone, eliminate or shield the hazard, except when any of the following apply:

- Longitudinal barrier or crash cushion would be a greater hazard than the hazard to be shielded
- The likelihood of striking the hazard is negligible
- The expense of shielding the hazard outweighs the benefits in terms of crash reduction as determined through the use of ***RSAP*** or ***HSM*** analyses.

If crash data or safety reports indicate that treatment of the hazard will result in fewer or less severe crashes, implement one of the following treatments, in order of priority:

(1) Eliminate the hazard.

  (a) Remove the hazard.

  (b) Relocate the hazard outside the clear zone.

  (c) Make the hazard traversable or crashworthy.

(2) Shield the hazard with a longitudinal barrier or crash cushion.

215.4.8 Warrants for Median Barrier

Provide a median barrier on LA Facilities when:

(1) Reconstruction reduces the median width to less than what is required for the facility. Deviation from this criteria is not permitted. An ***RSAP*** or ***HSM*** analysis may be used to evaluate barrier alternatives and supplement the following requirements.

(2) One or more crossover crashes have occurred in the most recent 5-year period within the limits of 1 mile in advance of the exit ramp gore to 1 mile beyond the entrance ramp gore. The District may require shielding outside these areas after reviewing the most recent 5-year crash history.

On divided arterial and collector projects with design speed greater than 45 mph, review the most recent 5-year crash history for crossover crashes to determine if shielding with a median barrier is warranted. Consider alignment, sight distance, median width and frequency of median openings when evaluating the facility.

215.4.9 Positive Protection in Work Zones

For locations where work zone traffic barriers are required, refer to ***Standard Plans***, ***Index 102-600***. Work zone traffic barriers are positive protection devices and temporary barriers that can be easily relocated. They have four specific functions:

(1) Protect traffic from entering work areas (e.g., excavations or material storage sites).

(2) Provide positive protection for workers.

(3) Separate two-way traffic.

(4) Protect construction such as false work for bridges and other exposed objects.

Anticipate when and where barriers will be needed and include this information and the quantities on the Plans. Consider positive protection devices in work zone situations that place workers at increased risk from vehicular traffic, and where positive protection devices offer the highest potential for increased safety for workers and road users, such as:

(1) Work zones that provide workers no means of escape from vehicular traffic (e.g., tunnels, bridges).

(2) Long duration work zones (two weeks or more at the same location) resulting in substantial worker exposure to vehicular traffic.

(3) Projects with anticipated Work Zone speeds greater than 45 mph, especially when combined with high traffic volumes.

(4) Work operations that place workers close to travel lanes open to traffic.

(5) Roadside hazards (e.g., drop-offs, unfinished bridge decks) that will remain in place overnight or longer.

Modification for Non-Conventional Projects:
Delete the first sentence of the above paragraph and see RFP for requirements.

215.5 Attachments to Barriers

Allowable attachments to flexible or semi-rigid barriers (discontinuous or continuous) are detailed in the ***Standard Plans***.

Use ***Standard Plans***, ***Index 700-012*** for signs attached to rigid barrier. ***Standard Plans***, ***Index 700-013*** can only be used to mount permanent signs to non-median rigid barriers when there is insufficient space for ***Standard Plans***, ***Index 700-012*** and the sign is critical to safety.

Design and detail attachments to rigid barriers in accordance with ***SDG 1.9***. Provide setback distances as shown in ***Table 215.4.2*** and ***Figure 215.4.13*** to non-crash tested discontinuous items (e.g., light poles, sign supports, traffic signal controller boxes, flood gauges) that are attached to or behind rigid barriers located along the outside shoulder. Discontinuous items located within these setback distances must be crash tested to or accepted as TL-3, at a minimum, under ***NCHRP 350*** or ***MASH*** as attachments to traffic railings.

For continuous items attached to rigid barriers, refer to the requirements of ***FDM 215.4.6.1***.

Fender access ladders are exempt from these requirements. Sign panels may be placed within the given setback distances, however the setback to the sign support must be increased to assure sign panels do not extend past the top inside face of the traffic railing.

215.5.1 Median Barrier Attachments

Use ***Standard Plans***, ***Index 715-002*** for light poles installed in conjunction with concrete median barriers or traffic railings. Overhead sign supports may be located on rigid barriers within the median to reduce span or cantilever lengths and provide more cost

effective designs. When placing overhead sign supports on rigid barriers within the median, project specific details that supplement ***Standard Plans***, ***Index 521-001*** (e.g., foundation and reinforcement details) are required to be shown in the Plans.

Single column sign supports mounted on rigid barriers within the median are permitted only when requirements for sign visibility cannot be met by placing the sign supports on the outside of the shoulder barrier or beyond the shoulder. If single column sign supports must be mounted on a median traffic railing, utilize ***Standard Plans***, ***Index 700-013***. The signs listed in ***FDM 230.2.5*** are the only permanent signs that may be used with ***Standard Plans***, ***Index 700-013***.

These requirements also apply to attachments made to back-to-back outside shoulder rigid barriers that are located so close together that the required setback distances cannot be provided for both barriers. The bridge traffic railings and supporting decks shown in ***Figure 215.4.13*** that are located back-to-back are exempt from these requirements.

215.5.2 Existing Attachments to Barriers and Traffic Railings

Evaluate existing rigid barrier attachments on a case-by-case basis to ensure they are installed in accordance with the ***FDM*** and ***Standard Plans***, ***Indexes 700-012***, ***700-013***, or ***715-002***. Remove existing attachments not meeting these requirements.

215.5.3 Temporary Attachments to Barriers

Standard Plans, ***Index 700-013*** may be used for temporary work zone signs when the application of ***Standard Plans***, ***Index 102-600*** cannot be achieved.

For additional information on the design of temporary lighting in combination with temporary barrier, refer to ***FDM 240.4.2.13***.

215.6 Surface Finishes

Class 5 coatings, tints or stains may be applied to roadway concrete barriers in order to be compatible with the treatment of bridge or retaining wall mounted traffic railings or for corridor uniformity. The follow approvals are required for use of Class 5 coatings:

(1) District Design Engineer approval when applied on the outside of concrete barriers.

(2) Chief Engineer approval when applied to median barriers and the inside and top surfaces of concrete barriers.

Abrupt changes of aesthetic treatment of barriers, railings or parapets from a bridge to a roadway should be avoided. See ***SDG***, ***Section 1.4.5*** for the policy on bridge, noise wall and retaining wall surface finishes.

The Department will cover the cost for coating, tints or stains on roadway concrete barriers only as described above. If a Local Maintaining Agency desires a roadway concrete barrier with coatings, tints or stains and the concrete barrier does not qualify for such treatment as determined by the Department, the barrier may be treated with approval by the District Secretary. The Local Maintaining Agency must provide the additional construction funding for the coatings, tints, or stains and must commit to cover the associated maintenance costs for the service life of the barrier.

Modification for Non-Conventional Projects:
Delete ***FDM 215.6*** and see RFP for requirements.

215.7 Existing Barrier Systems

When barrier systems are present on a project for which reconstruction of the roadside is not required, the existing barrier should be evaluated to determine if the barrier meets current structural, functional and crashworthy requirements. Remove or replace any barrier installation which is found to be non-crashworthy or crash tested prior to ***NCHRP 350*** test criteria. The evaluation should consider the following:

(1) Warrants for the barrier. See ***FDM 215.4.4***.

(2) Length of need.

(3) Guardrail panel height.

(4) Offset at terminal end.

(5) Clear deflection distance between the barrier and the shielded object.

(6) Placement with respect to the traveled way, or face of curb.

(7) Placement on the proper slope.

(8) Clear recovery area behind gating end terminals.

(9) Overall condition of the barrier system.

(10) Post type and spacing.

In addition to the above evaluation requirements, existing roadside safety hardware must comply with the requirements of the following Sections.

215.7.1 Resetting Guardrail

For installations of guardrail where the barrier is determined to be deficient or requires relocating due to other work, but otherwise determined to consist of panels in good condition, the guardrail may be reset. If the guardrail system is determined to be non-reusable, remove and replace with new guardrail. Refer to ***Standard Specification 538*** for additional information on reusable and non-reusable guardrail components.

When resetting existing guardrail, the guardrail will be reinstalled as ***31" Guardrail*** reusing existing guardrail panels and posts (steel only) as shown in the current ***Standard Plans, Index 536-001***. This resetting requires panels be reinstalled with the panel splices located at the midspan; therefore, consideration must be given to the effect this will have on the overall system length and if adjustments to the Begin/End Guardrail Station are needed.

Rigid-barrier approach transitions, approach end terminals and trailing anchorages must be replaced with new hardware, panels, and posts when resetting guardrail.

215.7.2 Existing Longitudinal Roadway Barriers

Existing longitudinal guardrail sections that do not conform to ***31" Guardrail*** must be upgraded or replaced, with the following exceptions:

(1) ***27" Guardrail*** – Existing W-Beam guardrail installations installed to a 1'-9" mounting height (27" top height), meeting the requirements of the ***2013 Design Standards*** with regards to delineation, height, deflection distance, grading, mounting hardware, and consisting of crashworthy end treatments tested to at least ***NCHRP 350***, is acceptable and allowed to remain in place.

(2) ***Thrie-Beam Guardrail*** – Existing Thrie-Beam guardrail meeting the installation requirements of ***2013 Design Standards***, and consisting of crashworthy end treatments tested to at least ***NCHRP 350***, is acceptable and allowed to remain in place.

(3) ***Steel Blocks*** – Existing ***27" Guardrail*** constructed with steel blocks, which is not being evaluated for upgrading according to the criteria above, may remain in place for projects with Design Speeds ≤ 45 mph.

Replacing or resetting existing ***27" Guardrail*** to meet the ***31" Guardrail*** mounting height requirement is at the discretion of the District. Typically, if 50% or more of an existing run of ***27" Guardrail*** is affected or if the existing installation is extended by 50% or more, the entire run should be replaced or reset with ***31" Guardrail***. The required clear deflection distances for ***31" Guardrail*** are greater than the requirements for ***27" Guardrail*** and should be considered when resetting guardrail to the new height.

Modification for Non-Conventional Projects:
Delete the last paragraph and see RFP for requirements.

Existing concrete barriers conforming to the current ***Standard Plans***, ***Index 521-001***, F-Shape, New Jersey shape barriers, and approved vertical faced concrete barriers may remain in place. Other concrete barrier shapes must be replaced.

Replacements and new installations must conform to the current ***Standard Plans***.

See ***FDM 215.4.5.4*** and ***SDG***, ***Section 2.6***, for barrier requirements for Pier Protection.

215.7.3 Existing End Treatments & Crash Cushions

Evaluate concrete barrier end treatments to ensure adequate length of need is provided and meet crashworthiness requirements. Remove or replace end treatments and crash cushions which are found to be non-crashworthy or crash tested prior to ***NCHRP 350*** test criteria . Existing guardrail end treatments must be upgraded or replaced unless they conform to one of the systems identified on the ***APL***, the current ***Standard Plans***, or the ***2013 Design Standards***.

Replacements and new installations must conform to the current ***Standard Plans***.

215.7.4 Existing Bridge Traffic Railing

Evaluate bridge traffic and pedestrian railings for conformance to current ***FDM*** criteria and ***Standard Plans*** whenever improvements are made to a bridge or its approach roadway. For non-compliant bridge railings:

(1) Retrofit bridge railing to bring them up to current standards, or

(2) Replace bridge railing, or

(3) Process a Design Variation, provided that a subsequent project that will remedy this condition is scheduled within a reasonable time.

See ***SDG*** 6.7 for traffic railing requirements, and ***SDG*** 6.8 and the following for pedestrian railing requirements.

Remove existing fences that are not in compliance with ***Standard Plans***, ***Indexes 515-010*** or ***515-012***, and existing pedestrian railings that are mounted on existing traffic railings located between the shoulder and the sidewalk (a.k.a. "inboard" traffic railings). Replace or retrofit the existing pedestrian railing or fence rather than completely removing it if there is a documented issue of traffic incidents involving pedestrians (at the site before installation of the existing pedestrian railing or fence on the inboard traffic railing) that would likely reoccur if the existing installation were to be removed. Use ***Standard Plans***, ***Indexes 515-010*** or ***515-012***, or another crashworthy pedestrian railing or fence that is compatible with the traffic railing, as appropriate. Retrofit existing bullet-type railings that are to remain on inboard traffic railings and that do not have the bullet railing member(s) oriented towards the traffic side of the railing to match ***Standard Plans***, ***Index 515-021***.

Retrofit existing installations of ***Standard Plans***, ***Index 515-021***, and other similar bullet-type railings, to include rail splice assemblies and tapered end transitions as shown on ***Standard Plans***, ***Index 515-022*** if they are not present. Retrofit the ends of other existing crashworthy traffic railing mounted pedestrian railings to include a similar tapered end transition, or other appropriate approach end transition, if one is not present.

215.7.5 Existing Guardrail to Bridge Railing Transitions

Existing guardrail to bridge traffic railing approach and trailing end transitions must be upgraded or replaced unless they conform to one of the following systems:

(1) For approach ends of existing standard New Jersey Shape, F-Shape, and Single-Slope bridge traffic railings:

(a) The nested Thrie-Beam approach transition shown as in the current ***Standard Plans*** or the ***2013 Design Standards***, ***Index 400***.

(b) For retrofitted installations, the appropriate nested Thrie-Beam transition shown in the current ***Standard Plans*** or the ***2013 Design Standards***, ***Index 402***.

(c) For a design speed ≤ 45 mph the nested w-beam approach transition shown as ***Detail J*** in the ***1998 Roadway and Traffic Design Standards***, ***Index 400***, Sheet 7 of 21. This detail is also shown in the ***2000 Roadway and Traffic Design Standards***, ***Index 401***, Sheet 1 of 9.

(2) For approach ends of existing bridge traffic railing retrofits constructed in accordance with the ***1987 through 2000 Roadway and Traffic Design Standards***, ***Index 401***, *Schemes 1 and 19, "Concrete Safety Barrier"*:

(a) The appropriate nested Thrie-Beam transition shown in ***Standard Plans***, ***Index 536-002***.

(b) For design speeds ≤ 45 mph the w-beam approach transition shown as ***Detail J*** in the ***1987 Roadway and Traffic Design Standards***, ***Index 400***, Sheet 9 of 13, upgraded as shown in the ***2013 Design Standards***, ***Index 403*** by the installation of a nested section of W-beam guardrail, additional guardrail posts and offset blocks and a transition block if a curb is not present beyond the bridge end.

(c) For design speeds ≤ 45 mph the nested W-beam approach transition shown as ***Detail J*** in the ***1998 Roadway and Traffic Design Standards*** Sheet 7 of 21, upgraded as shown in the ***2013 Design Standards***, ***Index 403*** by the installation of a transition block if a curb is not present beyond the bridge end.

(3) For trailing ends of existing bridge traffic railing retrofits constructed in accordance with the ***1987 through 2000 Roadway and Traffic Design Standards***, ***Index 401***, *Schemes 1 and 19, "Concrete Safety Barrier":*

(a) In the absence of additional hazards on the trailing end, no end treatment is required.

(b) When additional hazards are present on the trailing end, a w-beam trailing end treatment as shown in ***Standard Plans***, ***Index 536-001***.

(4) For approach ends of existing structurally continuous Post and Beam bridge traffic railings that are not being retrofitted per ***FDM 215.7.4***:

(a) A custom designed nested Thrie-Beam approach transition based on the current ***Standard Plans***, ***Index 536-001***.

(b) A nested Thrie-Beam approach transition based on the current ***Standard Plans***, ***Indexes 536-002***, ***521-404*** or ***521-405***.

(c) A custom designed nested Thrie-Beam approach transition based on the ***1987*** through ***2000 Roadway and Traffic Design Standards***, ***Index 401***, *Scheme 29.*

(5) For trailing ends of existing structurally continuous Post and Beam bridge traffic railings that are not being retrofitted, per ***FDM 215.7.4***:

(a) In the absence of additional hazards on the trailing end, no end treatment is required.

(b) When additional hazards are present on the trailing end, a w-beam trailing end treatment as shown in the current ***Standard Plans***, ***Index 536-001*** or the ***1987*** through ***2000 Roadway and Traffic Design Standards***, ***Index 401***.

(c) When additional hazards are present on the trailing end, a custom designed nested Thrie-Beam approach transition based on any design listed in No. 4 above.

Guardrail replacements and new installations connecting to standard New Jersey Shape F-Shape, and Single-Slope bridge traffic railings must conform to the current ***Standard Plans***, ***Index 536-001***. For guardrail retrofits connecting to existing bridge traffic railings, see the current ***Standard Plans***, ***Indexes 536-002*** or ***460-477*** and their associated ***Standard Plans Instructions***.

Guardrail replacements, retrofits and new installations connecting to structurally continuous post and beam bridge traffic railings must conform to ***Design Standards***, ***Indexes 404*** or ***405*** and their ***IDS***. See the ***IDS*** for details of structurally continuous post and beam traffic railings.

215.8 Non-Standard Roadside Safety Hardware

The ***APL*** includes proprietary devices and products that have been evaluated for compliance with FDOT ***Standard Specifications*** and the ***Standard Plans***. The majority of proprietary roadside safety hardware eligible for use on the State Highway System are identified on the ***APL***. However, the devices included on the ***APL*** may not cover every roadside safety application. Unique situations will sometimes require unique devices. Examples of available devices that are not covered by the ***APL*** include but are not limited to barrier wall gates, aesthetic guardrail, temporary steel barriers, and crashworthy stop gates. When the need arises for a unique crashworthy device not included on the ***APL***, carefully investigate the applicability of the device for the situation, as well as the crash performance characteristics of the device. For some of these devices, the State Roadway Design Office (RDO) may have information and be of assistance in establishing the appropriateness of the device for a given situation.

Provide the following documentation when requesting the approval of a device not included on the ***APL***:

(1) FHWA, Federal-Aid Reimbursement Eligibility Letter

(2) Crash Test Reports, including review of test results. Performance characteristics must be reviewed, including post impact vehicle behavior and post impact test article deflection, and debris scatter.

(3) Compatibility with adjacent and/or connecting standard roadside safety devices.

(4) Maintenance requirements and characteristics, including coordination with the District Maintenance Office.

(5) For devices such as barrier gates, operational plans and training as appropriate.

The use of Non-Standard Roadside Safety Hardware must be approved by the State Roadway Design Office (RDO).

Project specific plan details, technical special provisions (TSP), and method of payment will be required and must be coordinated with the appropriate Department Offices.

Other barrier designs may be required by specific site conditions. Site specific conditions are identified and detailed in the plans.

127 Community Aesthetic Features

127.1 General

A Community Aesthetic Feature (CAF) is an enhancement installed within the Department's right of way to represent or reflect the surrounding community's identity, culture, and values. A CAF may also enhance the sense of place through which a highway passes.

A CAF placed within FDOT Right of Way (R/W) or attached to an FDOT structure or facility must be approved by the Department. These features are designed, maintained, and paid for by a local governmental agency. A CAF is typically constructed by the sponsoring entity but may be included as part of a Department project.

The ***Community Aesthetic Feature Agreement*** (***Form Number 625-010-10***) must be executed by the local governmental entity and the Department prior to any construction within the Department's R/W. This agreement provides for the removal and/or relocation of the CAF at the local governmental entity's expense should it not be maintained by the local governmental entity, or if the Department needs the R/W for transportation purposes. A Deposit, Performance Bond, or Letter of Credit is required as part of the ***Community Aesthetic Feature Agreement***. A waiver of the Deposit, Performance Bond or Letter of Credit is allowed for certain minor installations as indicated within the CAF agreement.

See ***F.S. 334.187*** for Bond and Letter of Credit requirements.

Final plans for placing a CAF within the Department's R/W must be accompanied by a resolution of the local governmental entity indicating their full financial responsibility for the feature's design, construction, and maintenance during its lifespan. The resolution must indicate the office or position title (e.g., Mayor, City Manager) within the local agency with approval authority to execute the CAF agreement.

127.2 Requirements

A CAF must meet the Department's requirements governing safety, access, and maintenance of the highway. A CAF is classified in the following categories:

(1) Public Art (Stand Alone or Affixed)

(2) Local ID Markers (Stand Alone or Affixed)

While there are some criteria unique to each category, all CAFs must meet the following requirements:

(1) Except where parking is available, select a site and lay out the site plan to deter drivers from stopping within the roadway. If drivers are expected to stop or park, provide for parking in the plan. If public access is available, Department Standards and Specifications must be met, including ADA requirements. Prohibit public access to the CAF when located within limited access R/W.

(2) The feature must not contain any signs as defined in the ***2009 Manual on Uniform Traffic Control Devices (MUTCD), Part 1, Chapter 1A.13***, traffic control features, auditory devices, reflective surfaces, flashing lights, moving parts or moving illumination.

(3) The feature must not contain any advertising per the ***MUTCD*** and ***23 C.F.R., 1.23*** which prohibits advertising on, or commercial use of the R/W. Commercial advertising on state R/W is also prohibited by ***Chapter 479, Florida Statutes***, including charitable, fraternal, religious, or political signs, symbols, logos, banners, web links, or any other such devices. Governmental seals or logos are permitted as part of a Local ID Marker.

(4) Lighting of the feature must not be directed at motorists, bicyclists or pedestrians. For roadway and intersection lighting criteria see ***FDM 231.*** When located near an airport, the feature must not create a hazard as defined by ***Section 333.01(3), F.S.***

(5) In absence of feature lighting, messages or text included on Local ID Markers must be retroreflective. Decorative or accent lighting must not include any strobe effects, flashing lights, moving parts, or moving illumination.

(6) CAF installations that are visible from the Interstate mainline, require FHWA approval.

(7) Do not install Public Art or Local ID Markers in both the median and roadside at a given location. Median placements are allowed on roadways with restricted right of way or restricted roadside conditions.

(8) CAFs within the median of a limited access facility are prohibited.

(9) One Stand-Alone feature will be allowed per mainline interchange approach (for a maximum of two installations). The local governmental entity must select one site from amongst the ramp and the mainline, along the outside of a ramp, or the area inside a loop ramp.

(10) The feature must meet applicable building codes and design criteria for similar structures or landscaping placed adjacent to the highway's R/W, including wind loading commensurate with highway signs in the area.

(11) The feature must not cause adverse impacts or create public controversy related to any of the following:

(a) Property access

(b) Air quality

(c) Noise

(d) Water quality

(e) Wetlands

(f) Floodplain encroachments

(g) Imperiled, endangered, or threatened species or their critical habitat

(h) Historical resources

(12) The CAF, including amenities like landscape or fencing, must not obstruct signs or interfere with a sight distance, sight triangle, or permitted view zone (billboards).

(13) The CAF final design must be signed and sealed by a responsible professional licensed in Florida, excluding art wraps.

(14) Attachments to fencing on structures is not permitted.

127.2.1 Public Art (Stand-Alone)

Additional requirements for Public Art (Stand-Alone) are as follows:

(1) All roadways

(a) The location must be outside the appropriate lateral offset or clear zone as defined in ***FDM Table 215.2.3*** and ***215.2.4,*** .and should be as close to the right of way line as practical.

(b) The structure may not display messages with text or contain any words or alpha-numeric characters.

(c) The artist's insignia may be inscribed or etched on a small plaque affixed to the artwork or placed on the artwork itself. The insignia must not be visible from the roadway so as to avoid distraction to drivers or bicyclists.

(d) The object's highest point must not be greater in elevation than 25 feet above the nearest point of the traveled way.

(2) Curbed roadways

The feature may be placed within the median of curbed roadways, where:

(a) The Design Speed is less than or equal to 45 mph, and

(b) The R/W or roadside is restricted, and

(c) A minimum 4-foot offset from the face of curb is provided.

127.2.2 Public Art (Affixed)

Additional requirements for Public Art (Affixed) are as follows:

(1) The feature may not display any messages with text or contain any words or alpha-numeric characters.

(2) The artist's insignia may be inscribed or etched on a small plaque affixed to the artwork or placed on the artwork itself. The insignia must not be visible from the roadway so as to avoid distraction to drivers or bicyclists.

(3) For bridges, the feature must not reduce the vertical clearance over the roadway.

(4) For art wraps affixed to roadside features:

(a) Do not obstruct traffic control cabinet vents or access panels with the art wrap.

(b) Art wrap themes can be approved for general use by a local government entity.

(c) A CAF Agreement will be required for these features.

(d) Any maintaining agency, other than a local government, must coordinate approvals and maintenance through the appropriate local government entity.

(e) Official seals or logos representing the local governmental entity are permitted. Alpha-numeric characters are allowed if they are part of official seals or logos. Seals or logos must be less than 200 square inches each. Only one seal or logo per face is permitted.

(f) Maps on traffic control cabinet wraps are not permitted to face the roadway.

(g) A Deposit, Bond, or Letter of Credit is not required for art wraps on traffic control cabinets.

(h) The DDE should coordinate with the District Traffic Operations Office during the review process for traffic control cabinet wraps.

127.2.3 Local ID Marker (Stand-Alone)

Additional requirements for a Local ID Marker (Stand-Alone) are as follows:

(1) All roadways:

(a) Local ID Markers are intended to represent the geographic boundary for a county, municipality, sovereign nation, or unincorporated area. The Markers should be located in close proximity to the actual geographic boundary of that area. Remove existing standard geographic boundary guide signs, and unofficial signs or structures, at or near the location.

(b) Local ID Markers for an unincorporated or community area must provide a map, or sufficient enough description to clearly designate the geographic boundary of the area. Also provide documentation of approval of such boundary by the local governing authority.

(c) The location must be outside the appropriate clear zone and lateral offset as defined in ***FDM 215.2.3*** and ***215.2.4*** and should be as close to the R/W line as practical.

(d) The structure may contain text such as the name of the municipality, county, or community area (as defined in ***Chapter 14-51.041, F.A.C.)*** with a short phrase or message. Text such as “Exiting” or “Leaving” are prohibited.

(e) The object’s highest point must not be greater in elevation than 25 feet above the nearest point of the roadway.

(2) Curbed roadways:

The feature may be placed within the median of curbed roadways, where:

(a) The Design Speed is less than or equal to 45 mph, and

(b) The R/W or roadside is restricted, and

(c) A minimum 4-foot offset from the face of curb is provided.

(3) Limited Access Facilities:

(a) Provide a minimum 50-foot offset (100-foot preferred) from the edge of the traveled way, whether guardrail is present or not. The 50-foot to 100-foot lateral offset will help to minimize driver distraction and reduce the likelihood that vertical structures will become storm debris blown across the roadway.

(b) Letter height must not exceed four feet.

(c) Short phrases or messages are prohibited.

127.2.4 Local ID Marker (Affixed)

Additional requirements for a Local ID Marker (Affixed) are as follows:

(1) All roadways:

(a) The feature may contain text such as the name of the municipality, county, or community area (as defined in ***Chapter 14-51.041(2)(c), F.A.C.***) with a short phrase. Text such as “Exiting” or “Leaving” are prohibited.

(b) For bridges, the feature must not reduce the vertical clearance over the roadway.

(2) Limited Access Facilities:

(a) Letter height must not exceed four feet.

(b) Short phrases or messages are prohibited.

127.3 Approval Process

The application process is conducted in two phases, the Concept Phase and the Final Phase.

When any of the requirements in ***FDM 127.2*** are not met, a Design Variation must be approved by the District Secretary.

127.3.1 Concept Phase

The Concept Phase includes District coordination with the applicant to ensure:

(1) The appropriate Community Aesthetic Feature category is selected,

(2) The corresponding requirements are achievable and acceptable, and

(3) The conditions of the ***Community Aesthetic Feature Agreement*** are acceptable.

The local agency will submit a concept drawing and documentation to the District Office. The concept submittal must include a ***Submittal/Approval Letter***, which can be found in ***FDM 103, Form 122-A***. The ***Submittal/Approval Letter*** is to be signed by a representative of the requesting entity, the District Design Engineer (or Turnpike Design Engineer), and the District Secretary.

Upon review by the District Design Engineer and the District Secretary, conceptual approval may be granted. If the concept and proposed Design Variations are deemed

acceptable, the signed ***Submittal/Approval Letter***, indicating conceptual approval, will be returned to the local agency.

For applications involving the Interstate System, the District should coordinate with the FHWA District Transportation Engineer.

The package submitted to the District Office for conceptual approval must include the following:

(1) The designation of the feature category.

(2) A conceptual drawing/rendering showing the top, front, and side views of the feature with labeled dimensions, material designations including connections, proposed lighting configuration, and any alpha-numeric characters.

(3) A draft site plan and cross section view dimensioning the location of the feature in relationship to the edge of traveled way and the R/W.

(4) The design speed of all adjacent roadways.

(5) A citation of the Governing Design Standards (or Governing Standard Plans), criteria, and building code to which the feature will be designed.

(6) If the feature is to be affixed to a bridge:

  (a) Identify the bridge owner.

  (b) Declare what the impact is to the bridge loading.

(7) For Local ID Markers, include a site map or provide a dimension from the jurisdictional boundary associated with the marker.

(8) The Signature/Approval Letter signed by the applicant.

127.3.2 Final Phase

The Final Phase includes the preparation and review of all final documents. The local agency will submit the ***Submittal/Approval Letter*** and final documents for approval to the District Design Office. The District Secretary will review the application and either grant approval to place the feature or deny the submittal with comments.

The package submitted to the District Design Office for final approval must include the following:

(1) Site Plans, including a Traffic Control Plan if temporary maintenance of traffic will be required to place and/ or maintain the feature.

(2) Structural Plans including a wind load analysis.

(3) Local Governmental Entity Resolution.

(4) Design Variations for any requirements in ***FDM 127.2*** that are not met.

(5) ***Community Aesthetic Feature Agreement*** signed by the local governmental entity.

(6) ***Signature/Approval Letter*** signed by the applicant.

Upon receiving final approval by the District Design Engineer (or Turnpike Design Engineer), the District Secretary, and, if applicable, FHWA, the District will notify the local governmental entity that placement of the feature may proceed. The final approval is valid for one year, at which time the local governmental entity may request an extension from the District.

127.4 Place Name Signs

Customized Place Name Signs are considered Local ID Markers which are addressed in ***FDM 127.2.3*** and ***127.2.4***.

The placement of Place Name Signs within FDOT R/W is regulated by the Department. Requirements for Place Name Signs within FDOT R/W are located in ***Rule Chapter 14-51, F.A.C., Part IV Place Name Signs***.

All signs placed within the Department's R/W must meet the requirements contained in the ***MUTCD, Part 2***. Signs for general information, services, tourist destinations, and recreational/cultural interest areas all have specific chapters in the ***MUTCD***, which specify color, size and lettering requirements. Destination signs are classified in the ***MUTCD*** as Guide Signs.

127.5 Blue Star Memorial Markers and Flag Poles

Blue Star Memorial Markers and Flag Poles are not considered Community Aesthetic Features and are not covered by this chapter. These markers are managed through the Local FDOT Maintenance and Traffic Operations offices.

231 Lighting

231.1 General

Roadway lighting benefits the traveling public by improving nighttime visibility of roadway geometry, vehicles, pedestrians, and obstructions. The design and layout of lighting should complement the basic highway design and must comply with the requirements of ***FDM 215*** for roadside safety.

Locate light poles between the right of way line and the outside edge of curbs or shoulders as applicable. Light poles are permitted in the median only when lighting from the outside cannot meet the criteria shown in ***Table 231.2.1*** without being supplemented by median lighting. Additionally, light poles placed in medians must be mounted on or behind barriers per the requirements in ***FDM 215.2.9*** and ***Standard Plans, Index 715-002***.

This chapter provides the process and criteria to be used in the development of lighting designs on the SHS.

231.1.1 Design Luminaires

Use only luminaires listed on the Department's ***Approved Products List*** (***APL***) for the corresponding usage cases. Obtain photometric information from manufacturers to use in the lighting design and resulting design luminaire selection. Include the design luminaire information with the Lighting Plans per the requirements of ***FDM 943***.

Where practical, use consistent luminaire models with the same input/output properties per new lighting location (e.g., per corridor, intersection, interchange, sidewalk, etc.).

231.1.2 Structural Supports

AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and the ***FDOT Modifications to LRFDLTS-1*** provide structural design criteria.

Refer to ***FDM 261*** for information regarding structural support requirements. Refer to ***FDM 943*** for information regarding Lighting Plans requirements.

231.1.3 Attachments to Barriers

Refer to ***FDM 215*** for information regarding proposed attachments to bridge traffic railings, concrete median barrier walls, concrete shoulder barrier walls or the evaluation of existing attachments.

231.1.4 Voltage Drop Criteria

When determining conductor sizes for lighting electrical circuits, the maximum allowable voltage drop, measured from the power company's transformer through the last device on any one circuit, must not exceed 5%.

231.1.5 Grounding

The grounding requirements for lighting systems, as shown in the ***Standard Plans*** are as follows:

(1) Install 20' of ground rod at each conventional height light pole and at each pull box.

(2) Install 40' of ground rod at each electrical service point.

(3) At each high mast pole, install an array of 6 ground rods 20' in length, as shown in the ***Standard Plans***, ***Index 715-010***.

The above lengths of ground rod will be installed at each pole, pull box and service point, and the cost will be incidental to the unit or assembly being installed.

231.2 Design Criteria

Use the illuminance method for nighttime light level design. The design values for light levels given by the ***AASHTO Roadway Lighting Design Guide*** are maintained values. These maintained values have been adjusted for Department assigned light loss and maintenance factors , and they are provided in ***Table 231.2.1*** as required light level criteria.

The ***AASHTO Roadway Lighting Design Guide*** permits either the illuminance technique or the luminance technique to be used in the design of highway lighting. The luminance technique requires a complex design process and knowledge of the reflective characteristics of the pavement surface used. These reflective characteristics change as the pavement ages and with variations in weather conditions. It is for these reasons that the luminance technique is not used for nighttime light level design. As a result, direct

illumination methods must be used in design software for general roadway lighting. The radiosity or reflectance of surfaces is not required in the analysis.

For the differing daytime bridge underdeck analysis requirements, see ***FDM 231.3.6.2.***

Conventional lighting generally includes the basic fixtures for roadside placement that are used for the majority of roadway lighting cases, excluding the specialized fixtures used for high mast, underdeck, sidewalk, shared used path, and sign lighting.

Luminaire tilt is defined in ***Standard Plans, Index 715-001***. Luminaires may be tilted up to the following:

(1) 5 degrees for limited access facilities, excluding undivided segments and ramps

(2) 15 degrees for weigh stations, agricultural stations, and rest areas

Light poles installed within the clear zone must be breakaway or shielded by an approved barrier unless they are bridge or barrier mounted. Where practical, avoid placing unshielded light poles at locations where distracted or errant drivers may have a greater tendency for roadway departures (e.g., downstream of lane drops, shoulder narrowing, or gore areas). See ***FDM 215*** for additional information on roadside safety design.

Pole setback is the horizontal distance from the edge of the travel lane to the pole. Mounting Height is defined below.

Lighting Values:

Meet the requirements of ***Table 231.2.1*** as directed throughout this chapter. The listed illumination levels must be met or exceeded. Beyond this requirement, use illumination levels that are as low as practical.

The average Vertical Foot Candle (V.F.C.) illumination levels must not exceed the requirement shown by more than 10%. If the V.F.C. requirement for a given location type is shown as “N/A”, then the average Horizontal Foot Candle (H.F.C.) requirement governs and must not be exceeded by more than 10%.

Where corridor lighting areas adjoin different areas with higher illumination requirements, the corridor lighting may exceed its illumination requirement only in the portion where light spill from the adjacent brighter area is unavoidable. These short segments may be excluded from the lighting value checks only as necessary to transition between differing requirements.

Table 231.2.1 Lighting Values

Roadway Classification	Illumination Level Average Foot Candle		Illumination Uniformity Ratios		Veiling Luminance Ratio
Or Location Type	**Horizontal (H.F.C.)**	**Vertical (V.F.C.)**	**Avg./Min.**	**Max./Min.**	**$L_{V(MAX)}/L_{AVG}$**
Corridor Lighting					
Limited Access Facilities	1.5	N/A	4:1 or Less	10:1 or Less	0.3:1 or Less
Major Arterials	1.5				
Other Roadways	1.0				
High Mast Lighting					
All Roadway Classifications	0.8-1.0	N/A	3:1 or Less	10:1 or Less	N/A
Signalized Intersection and Roundabout Lighting					
New or Reconstruction	3.0 Std. 1.5 Min.	1.5 Std. 1.2 Min.	4:1 or Less	10:1 or Less	N/A
Lighting Retrofit	1.5 Std. 1.0 Min.	1.5 Std. 1.0 Min.			
Unsignalized Intersection Lighting					
All Project Types	1.0-1.5	1.5 Std. 1.0 Min.	4:1 or Less	10:1 or Less	N/A
Midblock Crosswalk Lighting					
Low Ambient Luminance	N/A	1.5	N/A	N/A	N/A
Medium & High Ambient Luminance		2.3			
Sidewalks and Shared Use Paths					
Facilities Separated from the Roadway	2.5	N/A	4:1 or Less	10:1 or Less	N/A
Sign Lighting					
Low Ambient Luminance	5-10	N/A	N/A	6:1	N/A
Medium Ambient Luminance	10-20				
High Ambient Luminance	20-40				
Rest Area Lighting					
All Roadways and Parking Areas	1.5	N/A	4:1 or Less	10:1 or Less	N/A

Table 231.2.1 Lighting Values cont.

Roadway Classification	Illumination Level Average Foot Candle		Illumination Uniformity Ratios		Veiling Luminance Ratio
Or Location Type	Horizontal (H.F.C.)	Vertical (V.F.C.)	Avg./Min.	Max./Min.	$L_{V(MAX)}/L_{AVG}$
Wildlife-Sensitive Conventional Lighting					
Limited Access Facilities	0.8-1.0	N/A	4:1 or Less	10:1 or Less	0.3:1 or Less
Arterials and Collectors	1.0-1.5	N/A			
Signalized Intersection – New	1.5-3.0	1.0	4:1 or Less	10:1 or Less	N/A
Signalized Intersection – Retrofit	1.0-1.5	1.0.			
Midblock Crosswalk	N/A	1.0	N/A	N/A	N/A

Notes:
(1) Illumination Uniformity Ratios do not apply to V.F.C.
(2) Standard (Std.) values must be met unless doing so raises the accompanying H.F.C. or V.F.C. result in excess of double its required illumination level. For such cases, the Minimum (Min.) value may apply.
(3) Ambient luminance classifications are defined in the ***AASHTO Roadway Lighting Design Guide***.

Limited Access Facilities:

If the length of the mainline roadway between any two lighted areas is 0.5 mile or less, then that segment of the mainline must be lighted. These lighted areas may include roadway mainline segments, interchanges, service plazas, and toll facilities.

Interchanges:

For independently lighted interchanges with no connection to adjacent mainline or crossroad lighting, the lighting values for high mast lighting may be used throughout all areas, including bridge underdecks. See ***FDM 231.3.1*** for the included analysis zones and limits.

Where the mainline or crossroad corridors have a connecting lighting system adjacent to the interchange limits, continue the connecting corridor's lighting values through the interchange for consistency. Conventional and high mast style lights may work in conjunction to achieve these illumination levels. On ramps, either high mast lighting

values or the corridor's lighting values may be used at the District's discretion, so long as consistent lighting value requirements are used throughout all ramps in the interchange.

For high mast lighting, the effects of elevated ramps and bridge decks must be accounted for in the design analysis, particularly when light is blocked by other raised objects (e.g., adjacent bridges, railings, signs, or miscellaneous structures). Meet the maximum illumination and uniformity ratio requirements to avoid bright spots.

Mounting Height:

Mounting height (M.H.) for conventional lighting is the vertical distance from the finished grade at the pole's base to the luminaire's light source, regardless of lateral placement of the pole.

Specify mounting heights for conventional lighting as shown in ***Standard Plans*, Index 715-002**. In the photometric analysis, adjust the luminaire height to account for the difference between the finish grade elevation at the pole's base and the approximate average roadway surface elevation. In order to assume a simplified level roadway, a surface elevation tolerance of ±18" is permitted in the analysis.

The design luminaire must not exceed the maximum candela for the associated minimum mounting height per ***Table 231.2.2***.

Table 231.2.2 Minimum Mounting Heights Based on Maximum Candela

Minimum Mounting Height (ft.)	Maximum Candela of Luminaire		
	Long Distribution	Medium Distribution	Short Distribution
20 or Less	5,000	10,000	15,000
25	10,000	15,000	20,000
30	15,000	20,000	25,000
35	20,000	25,000	30,000
40	25,000	30,000	35,000
45	30,000	35,000	40,000
50	35,000	40,000	45,000

Notes:

(1) "Distribution" refers to the longitudinal distribution of the luminaire output per the Illuminating Engineering Society of North America (IESNA).

(2) "Maximum Candela" is generally provided with the manufacturer's luminaire specific "IES" file for AGi32® or similar design software.

Color Temperature:

Apply the Correlated Color Temperature (CCT) requirements of ***Table 231.2.3*** to lighting projects that are warranted for reasons other than CCT. The requirements of ***Table 231.2.3*** alone do not warrant replacement of existing luminaire installations.

Where new luminaires are added within the limits of existing lighting systems for maintenance, retrofits, or other purposes, the requirements of ***Table 231.2.3*** do not apply. Instead, match the CCT of the existing system to maintain color consistency. For new luminaires added within existing high pressure sodium systems, use 3000K or lower CCT.

For roadside facility lighting, use the same CCT as the nearest roadway lighting for consistency. Such facilities include, but are not limited to, sidewalks, shared use paths, toll sites, rest areas, and weigh stations. If roadway lighting is not visible from the roadside facility, then use 3000K or lower CCT for the roadside facility.

Where permitted per ***Table 231.2.3***, consider the use of the warmer 2700K CCT for aesthetic locations including residential areas, natural areas, historic areas, downtown

districts, parks, and campuses. Additionally, the requirements of ***FDM 231.2.1*** for Environmental Lighting supersede the requirements of ***Table 231.2.3***.

Daytime underdeck lighting that is installed per the requirements of ***FDM 231.3.6.2*** must be 4000K CCT. For these locations, either 4000K CCT or the corridor values in ***Table 231.2.3*** may apply for the nighttime underdeck lighting operation phase at the District's discretion. If no daytime underdeck lighting is required, then the corridor values in ***Table 231.2.3*** apply to nighttime underdeck lighting.

Table 231.2.3 Correlated Color Temperature (CCT)

Design Speed	Context Classification	CCT
Arterials and Collectors		
≤ 35 mph	All	2700K[1] or 3000K
≤ 50mph	All	3000K
≥ 55mph	C1 & C2	3000K
≥ 55mph	C3[2]	4000K
Limited Access Facilities		
All	All	3000K

Notes:
(1) Consider use of 2700K per the description above
(2) Higher number context classifications may apply

231.2.1 Environmental Lighting

Wildlife areas of concern are identified by the District's environmental managers or permit coordinators on a project-specific basis. For lighting within these areas, follow the requirements for Wildlife-Sensitive Conventional Lighting listed in ***Table 231.2.1*** along with ***FDM 231.3.*** Where practical, use only Wildlife-Sensitive Conventional Luminaires listed on the ***APL***, and orient lighting away from the wildlife-sensitive areas per ***FDM 231.2.2***.

For consideration of sea turtle nesting beaches, the Office of Environmental Management (OEM) provides additional resources on the ***Protected Species and Habitat*** website or through the ***Florida Geographic Data Library (FGDL)*** metadata explorer. The *Data Tools for Turtle Lighting* provide GIS shape files and Google Earth™ map layers showing

the areas of concern where lighting may be visible from light-sensitive sea turtle nesting beaches. For projects within these areas, coordinate with the District's environmental managers or permit coordinators to evaluate proposed lighting impacts to sea turtles on nesting beaches. Where the lighting is visible from nesting beaches, the following requirements apply.

For Wildlife-Sensitive Buffer Areas:

(1) Orient lighting away from nesting beaches to avoid direct lighting and consider light shielding, where practical.

(2) Follow criteria for Wildlife-Sensitive Conventional Lighting per ***Table 231.2.1***. Use only Wildlife-Sensitive Conventional Luminaires as listed on the ***APL***.

(3) For night-time work zone lighting within the wildlife-sensitive buffer area that will occur during sea turtle nesting season, meet the requirements of ***FDOT Standard Specifications Workbook 8-4.1***.

For Dark-Sky Buffer Areas:

(1) Follow International Dark-Sky Association recommendations where practical, including the topics of light orientation and light shielding.

(2) Use Luminaires with a 3000K CCT or lower. Use traditional luminaires as listed on the ***APL***; specify CCT in Lighting Plans.

231.2.2 Light Spill

Design lighting systems to minimize light projection beyond the right of way line. Illumination levels outside of the right of way should be as low as practical, with attention given to reducing impacts to the surrounding areas.

If wildlife areas or residential properties are within 100 feet of a luminaire, select a luminaire model that has original manufacturer's shielding options available for a potential future installation. Where residential or commercial structures are directly adjacent to luminaires, determine whether immediate shielding would prevent light from entering nearby windows and living spaces. Call for such shielding in the plans where practical.

Provide a general overview of the light spill status to coordinate mitigation decisions with the District Design Office. Provide a brief summary of these coordination efforts, including the participants and results, in the LDAR per ***FDM 231.7***. See ***FDM 231.2.1*** for additional wildlife area requirements.

231.3 Design Methodology

A lighting design analysis is required where a new system of luminaires is being installed or where luminaire locations are being changed within an existing system. This requirement includes intersection lighting retrofits, the general adding or moving of light poles, and the replacement of more than three consecutive luminaires on existing light pole runs for maintenance or other purposes.

Roadway Lighting:

Provide a photometric software analysis for roadway areas being illuminated throughout the project. Include a printout of the analysis in the LDAR per ***FDM 231.7***. Such printouts must be in electronic format (e.g. PDF) using 11" x 17" sheets with photometric data points that are clearly legible. The analysis results must indicate foot-candle values displayed on plan view with 1/100th accuracy (0.XX foot-candles). Where solid objects (e.g. bridges) block luminaire light contributions, a 3D graphic representation must be included that accounts for such objects. Analysis using only typical sections is not permitted.

Use the polygon method for all horizontal area photometric calculations. Establish illumination data points (i.e. calculation points) within the polygon at the following intervals:

(1) Roadway Segments – General: 15 feet longitudinally and 5 feet transversely along the roadway

(2) Roadway Segments – Beneath Bridge Underdecks: 5 feet longitudinally and 5 feet transversely along the roadway, including pedestrian ways.

(3) Signalized Intersections: 5 feet longitudinally and 5 feet transversely along the roadway.

Sign Lighting:

Provide a photometric software analysis for signs being illuminated throughout the project. The analysis must include illumination data points at a maximum 1-foot by 1-foot spacing, covering the entire sign area. Include a printout of the analysis in the LDAR per ***FDM 231.7***. Such printouts must be in electronic format (e.g. PDF), and they must have photometric data points that are clearly legible. The analysis results must indicate foot-candle values displayed with 1/100th accuracy (0.XX foot-candles).

Refer to ***RCI Features & Characteristics Handbook***, Urban Classification – Feature 124 for additional information concerning urban designations Urban 1 through Urban 5.

231.3.1 Analysis Zones

Establish independent analysis zones for each signalized intersection segment and for each roadway segment between signalized intersections. Roadway lighting for roadway segments, signalized intersection segments, and pedestrian lighting are to meet the criteria shown in ***Table 231.2.1.***

Analyze signalized intersection segments using one analysis zone bounded by the back of sidewalks and the signalized intersection stop bars on each approach. See ***FDM 231.3.2*** for additional intersection information, including vertical illumination analysis information.

The termini for each roadway segment will be either the lighting project limits, or the signalized intersection stop bars. Continue lighting through bridge underpasses using underdeck lighting per ***FDM 231.3.6.*** The boundary for each underdeck segment will be the same as the roadway corridor passing through it. The boundary of each roadway segment is described as follows:

Flush Shoulder Roadways:

(1) Analyze divided roadway segments with grassed medians or bridge supports using two analysis zones (i.e., one for each direction of travel). Each zone will be bounded by the outside and median shoulder breaks (includes full-width shoulders).

(2) Analyze multi-lane undivided roadway segments using two analysis zones (i.e., one for each direction of travel). Each zone will be bounded by the outside shoulder break and the centerline of the roadway (includes full-width shoulders).

(3) Analyze two and three lane roadway segments as one analysis zone bounded by the outside shoulder breaks (includes full-width shoulders).

Curbed Roadways:

(1) Analyze divided roadway segments with grassed medians or bridge supports using two analysis zones (i.e., one for each direction of travel). Each zone will be bounded by the back of sidewalk and the back of the median curb.

(2) Analyze multi-lane undivided roadway segments, including roadways with two-way left turn lane, using two analysis zones (i.e., one for each direction of travel). Each zone will be bounded by the back of sidewalk and the center of the roadway.

Limited Access Facilities and Interchanges:

Establish independent analysis zones for the mainline roadway segments, ramp segments, underdeck segments, and crossroad segments at interchanges.

The termini for each mainline roadway segment will be the lighting project limits. Logical termini for the other segments will be determined by the designer. The boundary for each underdeck segment will be the same as the ramp or roadway corridor passing through it. The boundary of each segment is described as follows:

(1) Analyze divided mainline roadway with grassed median or bridge supports using two analysis zones, one for each direction of travel (i.e., one zone for each direction of travel). Each zone will be bounded by the outside and median shoulder breaks (includes full-width shoulders).

(2) Analyze barrier separated mainline roadway as one analysis zone bounded by the outside shoulder breaks of each direction of travel (includes full-width shoulders).

(3) Analyze each ramp segment as one analysis zone bounded by the shoulder breaks (includes full-width shoulders). Light ramps where the connecting mainline or interchange is lighted.

(4) Analyze crossroad segments based on the criteria given above for flush shoulder or curbed roadways. Light crossroads when the connecting interchanges are lighted, following the limits below.

(5) Analyze interchanges, including the mainline, ramps, crossroads, and underdeck areas per above. For interchanges where there is no connecting crossroad lighting, extend the interchange's crossroad lighting to the limits of the interchange ramps. For interchanges where there is no connecting mainline lighting, place the interchange's mainline lighting within the limits of 200 feet upstream and 200 feet downstream of the exit and entrance ramps, respectively.

Rest Areas:

(1) Analyze each ramp as defined for limited access facilities above. Light all ramps connecting to rest areas.

(2) Analyze the mainline roadway as defined for limited access facilities above. Mainline lighting is required adjacent to rest areas. If there is no continuous mainline lighting adjacent to the rest area, place mainline lighting within the limits of 200 feet upstream and 200 feet downstream of the exit and entrance ramps, respectively.

(3) Analyze all paved areas and parking lots around the rest area facilities. Light these areas within limits defined at the District's discretion.

231.3.2 Intersections

231.3.2.1 Signalized Intersections

For new or reconstructed signalized intersections within context classifications C3 through C6, provide lighting meeting the requirements of ***Table 231.2.1***. For all other signalized intersection contexts, lighting may be provided at the District's discretion. Vertical illuminance is the primary design value used to measure driver visibility of pedestrians. Research has determined that visibility of pedestrians in crosswalks at intersections is a function of the following:

(1) Background illuminance

(2) Luminaire location in relation to the approach vehicle

(3) Luminaire mounting height

(4) Distance from the luminaire to the crosswalk

(5) Photometrics of the luminaire

The vertical illuminance calculation method to be used at intersections will be the variable light meter aimed toward the driver's location. This calculation will provide the vertical illumination level of a pedestrian which the driver sees approaching the crosswalk. This type of vertical illumination calculation is outlined in the ***IESNA Design Guide for Roundabout Lighting (DG-19-08)***. When performing this calculation, the driver's location from the crosswalk must be established. Use the stopping sight distance for the nearside approach based on the posted speed of the near approach roadway. Use the stopping sight distance for the turning movement approaches based on the operating speed for each specific turning radius.

The vertical illuminance must be calculated for three movements for each intersection approach. The first is the thru movement and the near side crosswalk; the second is the right turn movement and crosswalk on the adjacent side street; and the third is the left turn movement and the crosswalk on the side street. ***Figures 231.3.1*** through ***231.3.3*** indicate each of these three movements and the corresponding crosswalk area that must be analyzed. The vertical illuminance data points are to be on a line centered in the crosswalk with a horizontal point spacing of 1.65 feet at a height of 5 feet above the pavement. The linear data points are oriented toward the approaching driver, which is different from the data points for sidewalks, where the data points are oriented parallel to the main pedestrian flow.

See ***FDM 231.3.2.1.1*** for projects where pedestrian lighting improvements are desired, but the existing intersection infrastructure will remain and be supplemented to achieve the desired improvements.

Figure 231.3.1 Vertical Illuminance Calculation for Near Side Movement

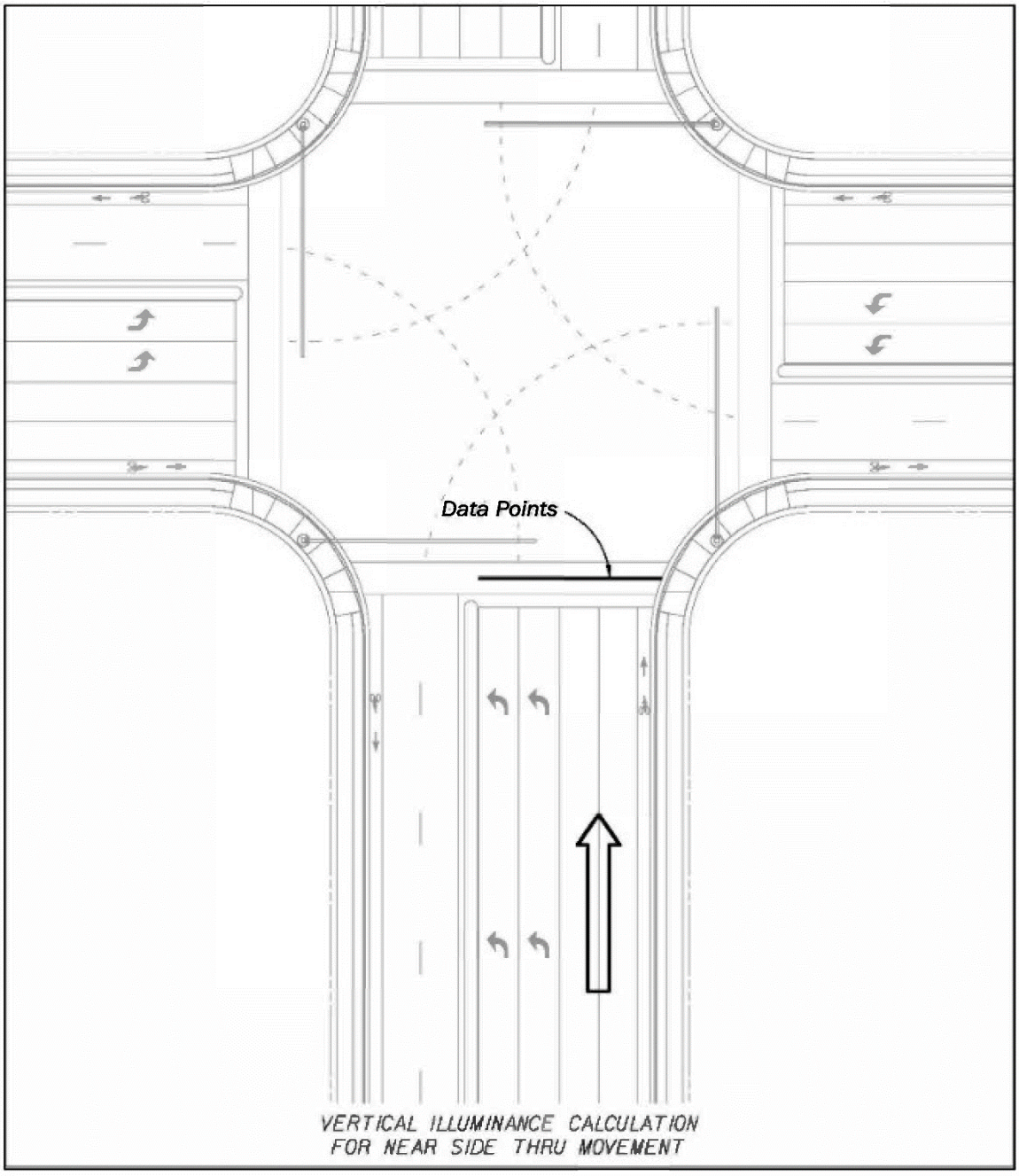


Figure 231.3.2 Vertical Illuminance Calculation for Right Turn Approach

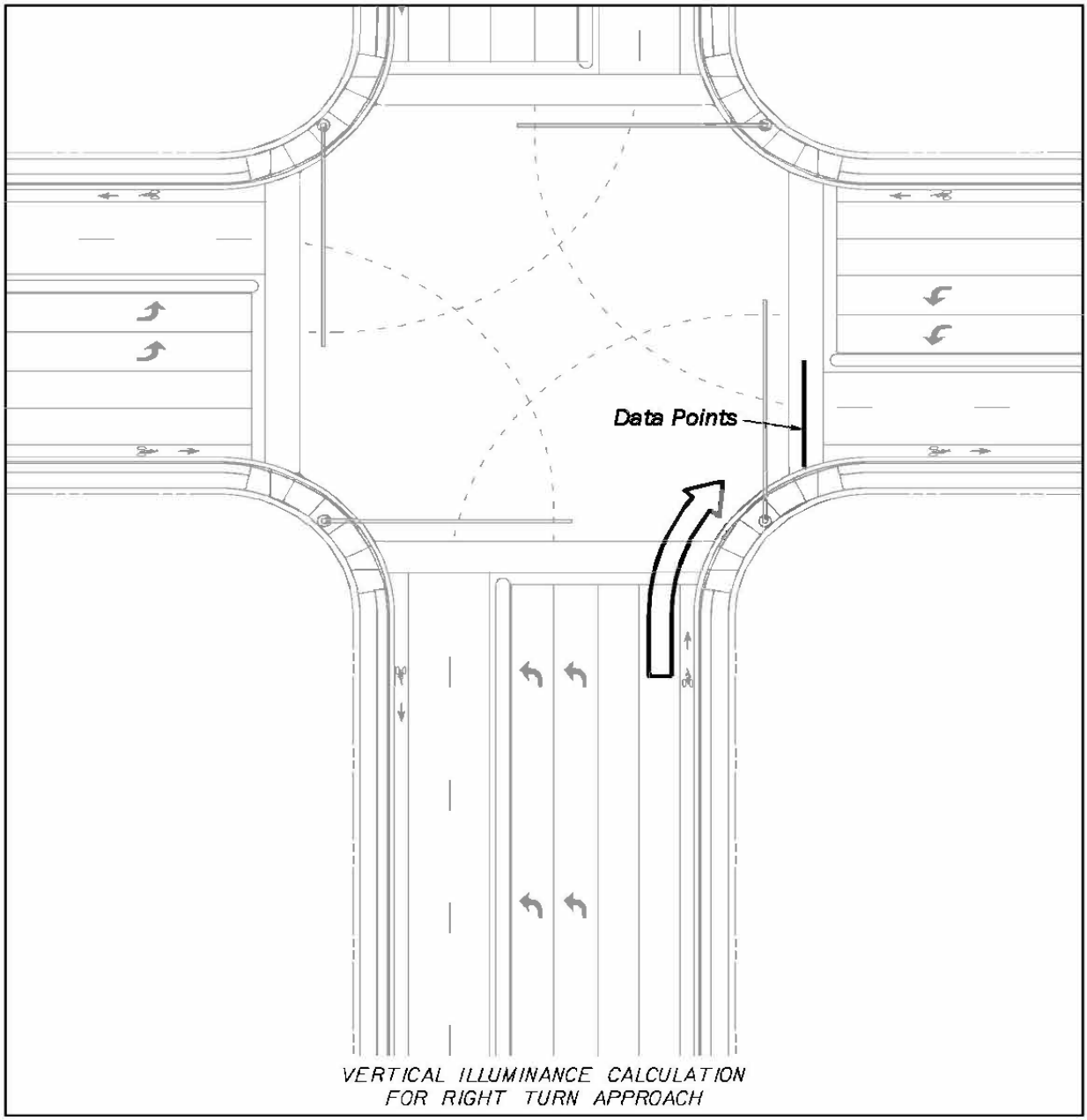


Figure 231.3.3 Vertical Illuminance Calculation for Left Turn Approach

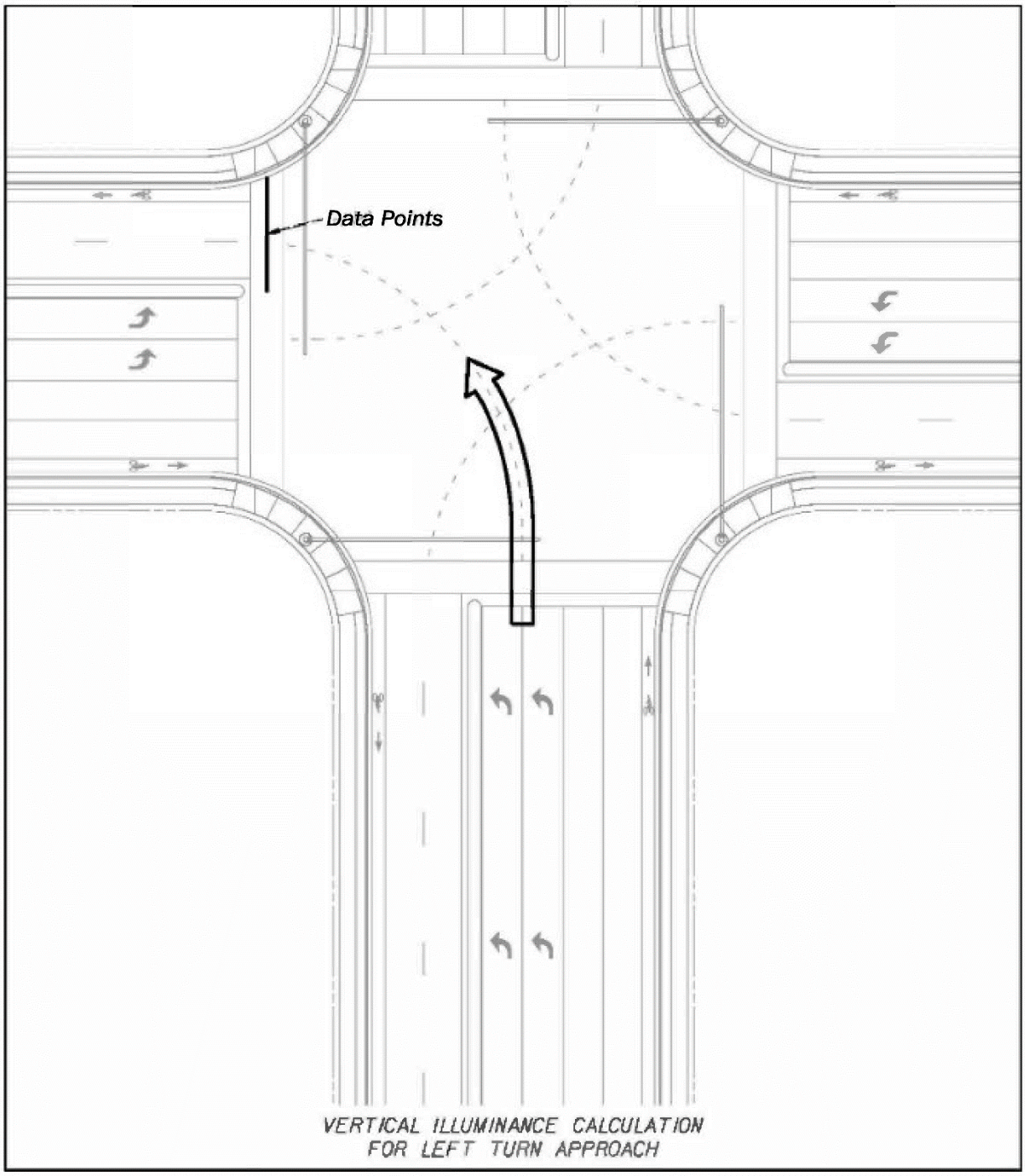
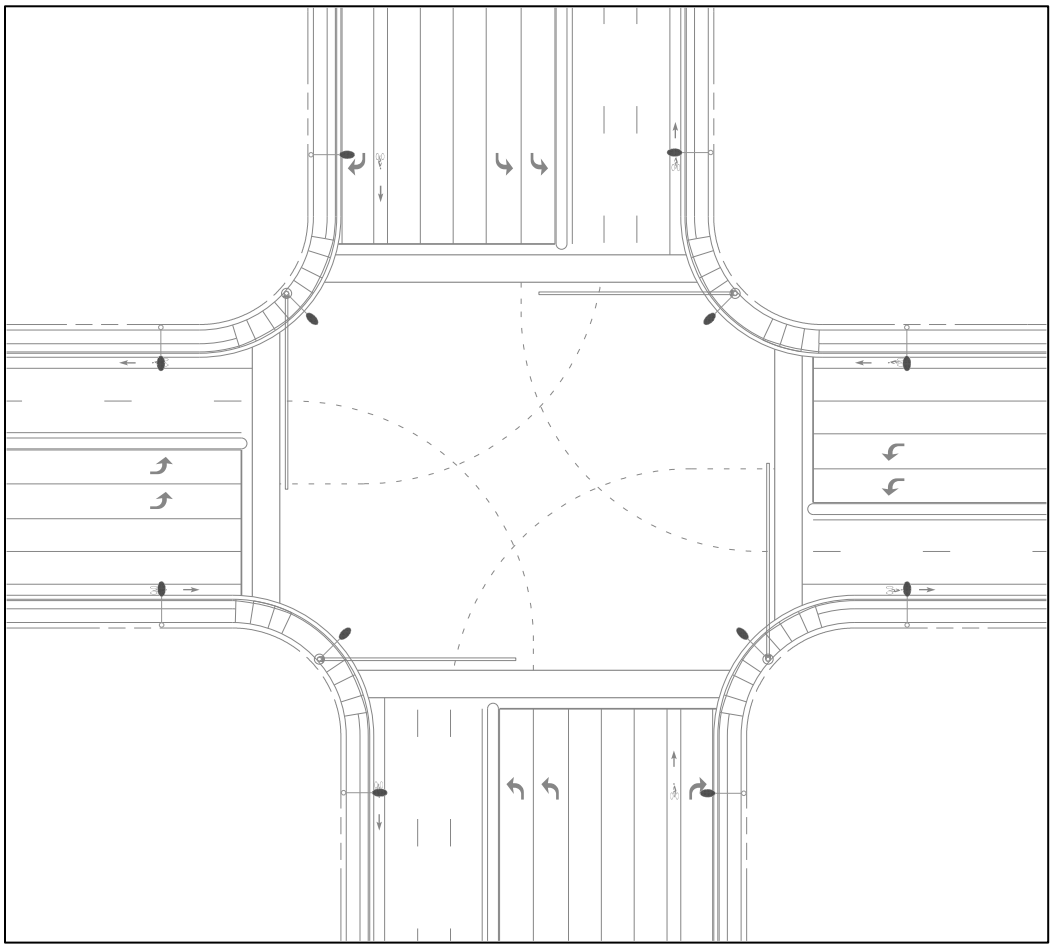


Figure 231.3.4 shows the typical lighting layout for a large intersection. The crosswalk and luminaire locations must be coordinated to optimize the vertical illumination level.

Figure 231.3.4 Typical Lighting Layout for Large Intersection



231.3.2.1.1 Intersection Lighting Retrofit

For existing signalized intersections where a full signal upgrade is not occurring, the existing infrastructure may restrict the placement of additional lighting structures necessary to meet the New and Reconstructed criteria of ***Table 231.2.1***. With these challenges considered, ***Table 231.2.1*** provides reduced illumination requirements for Lighting Retrofit designs. Lighting Retrofits provide safety benefits of improved lighting without the full reconstruction of light and signal structures.

Lighting Retrofits should be considered for use at existing signalized intersections that have a history of nighttime pedestrian crashes. Lighting Retrofits may be included with RRR and minor intersection improvement projects that do not include full signal reconstruction. A Lighting Retrofit operation may include replacing older luminaire types with LED luminaires, adding additional light poles, adding luminaire support arms to existing structures, and any other minor modifications needed to meet the Lighting Retrofit requirements of ***Table 231.2.1***. Lighting Retrofits generally do not include removing or replacing existing structures such as light poles and signal structures.

For Lighting Retrofit designs, the vertical illuminance requirement of ***Table 231.2.1*** only applies to the near side thru movement (see ***Figure 231.3.1***).

Existing, low-mounted sidewalk lighting is generally not intended to meet the lighting requirements of ***Table 231.2.1***. To prevent increased glare, do not increase light output at existing luminaire locations with mounting heights less than 30 feet.

Independent maintenance operations that update existing fixtures to LED fixtures are not considered Lighting Retrofits for design and planning purposes.

231.3.2.2 Unsignalized Intersections

Provide lighting for unsignalized intersections consistent with any connecting corridors that meet warranting requirements of ***FDM 231.4***.

Consider adding lighting for unsignalized intersections with a history of nighttime pedestrian crashes, particularly for marked crosswalks on uncontrolled approach legs. For marked crosswalks at such intersections, the vertical illuminance requirement of ***Table 231.2.1*** is only required for the near side thru movement (see ***Figure 231.3.1)***.

231.3.3 Roundabouts

Provide lighting for roundabouts as required per ***FDM 213***.

The roundabout lighting criteria for new or reconstruction in ***Table 231.2.1*** applies where pedestrian features are provided. Use conventional corridor lighting criteria for roundabouts where pedestrian traffic is not anticipated. Calculate the vertical illuminance for crosswalks on each near side approach and for each right turn movement in accordance with the methodology outlined in ***FDM 231.3.2***.

231.3.4 Midblock Crosswalks

Provide lighting for midblock crosswalks as required per ***FDM 222***. Where midblock crosswalks are placed to serve a facility that generates pedestrian crossings only during daylight hours, this lighting requirement may be omitted at the District's discretion.

Lighting criteria for midblock crosswalks are provided in ***Table 231.2.1***. Calculate the vertical illuminance for the crosswalk on each near side approach in accordance with the methodology outlined in ***FDM 231.3.2***. This criteria applies for stand-alone crosswalks at all locations, including entrance or exit ramps.

231.3.5 Sidewalks and Shared Use Paths

Lighting criteria for sidewalks and shared use paths are provided in ***Table 231.2.1***. These values are only intended for facilities separate from the roadway.

When sidewalk or shared use path lighting affects an adjacent roadway, then the sidewalk or shared use path illumination requirements are reduced to match those of the adjacent roadway. When such lighting is mounted below a height of 30 feet, use full cutoff luminaires with low output. Include the effects of this sidewalk or shared use path lighting when meeting the roadway's lighting requirements in ***Table 231.2.1***, including the veiling luminance check for glare.

231.3.6 Bridge Underdeck Lighting

Luminaires for underdeck lighting are wall-mount fixtures that are mounted to the bridge substructure, including the piers, pier caps, end bents, or wall copings.

231.3.6.1 Nighttime Underdeck Lighting

If the roadway passing under the bridge has lighting immediately adjacent to the bridge, then bridge underdeck lighting is required to maintain continuity of the lighting system. The roadway lighting values for bridge underdeck lighting must be equal to, or an average of, the connecting roadway lighting on either side of the underpass per ***Table 231.2.1***.

If there is no adjacent roadway lighting per above, bridge underdeck lighting may still be used at the discretion of the Districts. This lighting is typically provided where frequent pedestrian traffic is expected or where changing roadway geometry and features occur. Follow the lighting value requirements of ***Table 231.2.1*** for the appropriate roadway classification or location type.

231.3.6.2 Daytime Underdeck Lighting

Daytime underdeck lighting may be required where wide bridge structures block natural sunlight from reaching the roadway below, causing rapid brightness changes that affect driver visibility. The length and geometry of the underpass area are the primary considerations for determining the need for daytime underdeck lighting and any resulting analysis.

The underpass length is the distance that a vehicle would travel underneath the bridge structure, measured along the centerline of the roadway passing under the bridge structure. Parallel bridges must be considered as one continuous structure unless the lateral distance between them is greater than 15 feet and the resulting opening is free of obstructions that would prevent daylight from reaching the roadway below.

For underpasses 80 feet long or less, daytime underdeck lighting is not required and may be used at the District's discretion. For underpasses greater than 80 feet but less than or equal to 150 feet, underdeck lighting designed for nighttime lighting values per ***Table 231.2.1*** must be installed and run continuously throughout daytime hours. These conditions assume an overpass height of at least 15 feet above the roadway and a width of at least 40 feet.

For underpasses not meeting the above conditions, a daytime underdeck lighting analysis using ***ANSI/IES RP-22-11 Tunnel Lighting (ANSI/IES-TL)*** guidance is required as described below. At a minimum, the following procedure applies:

(1) Determine the need for daytime supplemental lighting for the underpass using methodology from the ***ANSI/IES-TL Table 2***. If the adjustment factor is zero, then no further daytime lighting underdeck analysis is required.

(2) Use the ***ANSI/IES-TL 6.4.1*** Table Method to determine the Threshold Zone Luminance requirements.

(3) Use the ***ANSI/IES-TL 6.4.3*** Reduction Curve Method to determine luminance level requirements throughout the Threshold Zone and Transition Zones as applicable. Note that if the Threshold Zone length exceeds the underpass length, then the initial Threshold Zone value may be used throughout the entire underpass.

(4) Use the ***ANSI/IES-TL 6.4.4*** methodology and ***ANSI/IES-TL Table 7*** to determine the luminance requirement for the Interior Zone, if applicable for longer underpasses.

(5) Consider all other aspects described throughout ***ANSI/IES-TL***, including non-roadway surface illumination per ***ANSI/IES-TL 6.4.6*** and flicker effects per ***ANSI/IES-TL 6.5***.

(6) Perform a daylight study using lighting simulation software capable of 3-D modeling of proposed underpasses. AGi32® or equivalent lighting software is recommended. Some considerations include luminance contributions from the sun per weather station data, material reflectance, and underpass orientation per ***ANSI/IES-TL***. Create a design that meets the above established requirements. A process framework is described below:

(a) Create an underpass model. The model must include all light-reflecting surfaces, all openings, the roadway layout below the underpass, the bridge structures beneath underpass (e.g. columns), and any other light sources or obstacles to light.

(b) Apply surface reflectivity characteristics. The recommended material reflectivity characteristics may be obtained from ***Table 231.3.6*** below.

(c) Create calculation zones for the roadway(s) beneath the proposed underpass per the ***ANSI/IES TL Figure 1 and Figure 8***. Data points near the edges of the underpass may artificially inflate the luminance average, so it is recommended that those data points not be considered in the overall average luminance. Per ***ANSI/IES Table 2*** notes, daytime lighting is not required within 23 feet of the underpass entry and exit.

(d) Run daylight models and calculate average luminance values within calculation zones established per above. Site location coordinates are required for weather station data (if available). To establish if supplemental lighting is needed, a daylight module analysis must be run with the orientation of the sun at 9:00am, 12:00pm, and 3:00pm for the summer and winter solstice as well as the fall and spring equinox (12 analysis times total).

(e) If average luminance requirements per (2) thru (4) cannot be met using daylight alone per part (d), then provide supplemental wall mount luminaires beneath underpass as needed to meet the average luminance requirements per zone. Use of nighttime luminaires in conjunction with the daytime supplemental luminaires is permitted where practical. The goal is to meet the average luminance requirement using the least number of fixtures while avoiding flicker affects. Adjust and re-run the daylight plus luminaire analysis module as needed to meet the average luminance values

per zone as determined above. Design and select luminaires to meet the requirement at the time of least daylight contribution.

(f) In the LDAR, provide all assumptions, conclusions, and visual representations of photometric results as produced by the lighting software.

(7) Based on the completed lighting analysis, develop underdeck lighting plans, including the following:

(a) Provide the specific locations of required design luminaires in plan, elevation, and isometric views. Show the specific baseline lumen output per location, as required by the analysis. This information must be specified along with all other design luminaire requirements per ***FDM231.1.1***, including details for the following:

For underpasses 250 feet or less, a photo sensor control may be used to switch from daytime to nighttime operation. The switch may be adjusted to occur at a timeframe after dawn and before dusk at the District's discretion.

For underpasses greater than 250 feet, each design luminaire output must be adjustable by remote control, pre-programmed timer, and photo sensor. Each luminaire must be capable of at least 20% higher and 20% lower lumen output than the baseline determined in the analysis.

(b) Describe the expected maintenance agreement and required expertise in the Lighting Coordination document per ***FDM 231.6.*** Provide expected provisions for the lighting's future oversight, maintenance, programming, and remote adjustments as needed.

(c) Provide other applicable elements of the lighting plans per ***FDM 943,*** including the electrical system design as coordinated per ***FDM 231.6***

Table 231.3.6 Material Reflectivity

Material of Surface	Recommended Reflectivity
Concrete	0.25
Steel	0.20
Asphalt	0.38

231.4 Lighting Justification

The Department follows the warrants for lighting of corridors and interchanges established by ***AASHTO***. The warrants are based on benefit-cost ratios determined from the Average Daily Traffic (ADT), the ratio of night to day crashes, initial cost, and maintenance.

Interchanges that are not on the interstate highway system will require a warrant analysis. A benefit-cost ratio of 2.0 or greater is the threshold for lighting usage at these interchanges.

Interchanges that are on the interstate highway system must all be lighted to assure consistency and to meet driver expectations. A warrant analysis is still required for funding evaluation and information, but it will not be used as the determining factor for lighting usage at these interchanges.

A lighting justification must be completed in accordance with ***Manual on Uniform Traffic Studies (MUTS), Chapter 14***.

231.5 Existing Lighting During Construction

The maintenance of existing lighting will be the responsibility of the contractor only if the lighting is affected by the construction. The contractor is not expected to replace lamps and pole knockdowns or to repair wiring if these problems are not caused by the construction work.

The plans are to specify the scope of the contractor's responsibility for the maintenance of existing lighting.

231.6 Lighting Design Coordination

Agency Coordination Document:

Contact applicable local construction, power, and maintaining agencies to confirm roles of lighting stakeholders. Prior to developing the Lighting Plans, create a document entitled "Lighting Agency Coordination", and include the following information:

(1) Project ID, roadway name, and limits

(2) Lighting designer or EOR

(3) Local agencies and personnel contacted

(4) List of local agency requirements, including structural, electrical, and aesthetic requirements that will substitute for FDOT requirements

(5) Lighting EOR that will accept the above local agency requirements as an equivalent substitute for FDOT requirements

(6) A brief summary of expected operating and maintenance agreement, including responsible parties and term lengths

Include "Lighting Agency Coordination" document with the project documentation. All local agency requirements listed must later be included with the details or notes of the Lighting Plans. The "Lighting Agency Coordination" document may be updated as design work progresses, but the latest version must be saved and included with the project documentation.

General Coordination:

Contact the District Utilities Engineer when the pole locations are set and the electrical load has been determined. The designer should coordinate with the utility company providing power on the preferred location for the electrical service.

Coordinate with the Drainage Section to assure that high water tables, stormwater retention areas, or other water bodies will not be a problem with the proposed location of light poles and the light pole pull boxes.

Coordinate locations of lighting equipment and conduits with other utilities and systems, including ITS, traffic signal, or toll site equipment layouts. In general, check light poles, pull boxes, and lighting circuit equipment to avoid physical conflicts or interference with ITS and toll site functions.

Coordinate locations of lighting equipment and conduits on bridge structures with the bridge structural designer. Include light and conduit locations, and attachment details in the plans. Refer to ***Structures Design Guidelines***, ***Section 1.9*** for details and restrictions related to bridge attachments.

Typically, the District Maintenance Engineer in conjunction with the District Utilities Engineer obtains the required maintenance agreements. The designer should coordinate with these offices to ensure that this activity is either underway or scheduled.

Any lighting project, especially high mast, adjacent to or in the vicinity of an airport, may present a potential conflict. For poles located within 3 miles of airports, check coordinates of light pole structures with the FAA website tool to determine if further filing and coordination with the FAA is necessary.

Modification for Non-Conventional Projects:

Delete ***FDM 231.6*** and replace with the following:

231.6 Lighting Project Coordination

The Lighting Engineer of Record is responsible for all necessary coordination.

231.7 Lighting Design Analysis Report

Prepare a Lighting Design Analysis Report (LDAR) that provides a photometric analysis for all lighted areas, including each intersection segment, mainline segment, ramp segment, interchange area, and structure with underdeck lighting. These designs, including horizontal and vertical illumination analyses, should be shown on separate photometric plan sheets. For additional analysis and formatting details, see ***FDM 231.2*** and ***231.3*** along with corresponding sections above.

Provide a summary statement on cost-effectiveness of the lighting design. In general, the system with the largest pole spacing that meets design requirements and avoids detrimental light spill will be the most cost-effective design. Also, provide information for at least three luminaire models/manufacturers considered, and explain why the final design luminaire was chosen based on cost-effectiveness.

Provide voltage drop calculations, load analysis calculations for each branch circuit, and lighting calculations for each lighting system.

Include the Lighting Agency Coordination document per ***FDM 231.6.*** If applicable, include the FAA coordination documents per ***FDM 231.6*** Include the light spill coordination summary per ***FDM 231.2.2***.

For LDAR components, provide sufficient detail in print format (e.g., PDF) so that reviewers do not require compatible design software to check inputs and results of calculations.

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-97
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). Emily Davila has resigned from the LSAB. She represented the Pop Warner Youth Football Cheer Association. Jeovanni Torres has been identified by the organization to fulfill the remainder of the term until January 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 Jeovanni Torres as the Pop Warner Youth Football Cheer Association representative.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-97 LSAB appt 2. Emily Davila Resignation LSAB		

Approval:	Kelly McGuire, Finance Director	5/20/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	5/27/2025
	Joyce Shanahan, City Manager	5/29/2025

RESOLUTION NO. 2025-97

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. Jeovanni Torres is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Ormond Beach Youth Football and Cheerleaders Association, Inc. as the Pop Warner youth football representative.

SECTION TWO. The said appointee shall complete the two (2) year term of Emily Davila that shall expire the day prior to the first regularly scheduled city commission meeting in January 2027, 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 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Dear Leisure Services Advisory Board,

I am writing to formally resign from my position as President for Ormond Beach Youth Football Cheer Association effective Sunday, May 4th, 2025. The new President, Jeovanni Torres, will take my place on the board.

Respectfully,

Emily Davila

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-98
Strategic Goal:	Public Safety - Other		
Department:	Police Department		
Subject:	Volusia County Schools SRO Agreement		
Summary:	This is a request for approval of the first of 4 one-year renewals of the agreement with the Volusia County School Board (VCS) regarding shared funding of the salary and benefits of a School Resource Officer (SRO) position at Ormond Beach Middle School (OBMS). In 2017, a Memorandum of Understanding (MOU) was established between the City of Ormond Beach and VCS, wherein the City agreed to staff the SRO position at OBMS using a Community Oriented Policing Services (COPS) grant. This grant provided funding for 3 years. As stipulated in the MOU, upon the grant's expiration, the City and VCS negotiated and executed a new agreement on August 20, 2019, Resolution 2019-151, with shared funding between VSC and the City for the SRO position. When the contract expired at the conclusion of the 2023-2024 school year, the current contract between the City and VCS was executed on August 27, 2024, for a period of one year with four one-year renewals. The SRO plays a crucial role in enhancing the safety and well-being of both OBMS and the broader Ormond Beach community. The services provided by the Ormond Beach Police Department through the SRO ensure continuity and a dedicated presence in the school, facilitating real-time identification and reporting of student issues. **Benefits for Middle School Students:** • **Safety & Security:** The SRO ensures a safe learning environment, deterring violence, bullying, and misconduct, allowing students to focus on their education without fear. • **Positive Role Model:** The SRO serves as a trusted figure, demonstrating positive behavior, ethical decision-making, and respect for the law, thus exemplifying good citizenship.		

- **Support & Mentorship:** Beyond their law enforcement duties, SROs act as mentors and counselors, providing advice, guidance, and support to students facing personal or academic challenges.
- **Educational Resource:** SROs participate in classroom activities, helping students understand the consequences of their actions and fostering respect for the legal system.
- **Conflict Resolution:** Trained in conflict resolution, SROs mediate disputes between students, resolving issues peacefully and constructively.

Benefits for the Police Department:

- **Efficient Handling of Issues:** With an SRO on-site, many discipline and minor criminal issues can be addressed immediately, reducing the need for external police intervention. This efficiency allows the police department to allocate resources more effectively.
- **Relationship Building:** SROs help build positive relationships between the police department and the community. Students and staff see police officers as approachable and helpful, fostering trust and cooperation.
- **Early Intervention:** SROs can identify and address issues before they escalate into more serious problems, allowing for early intervention strategies that can prevent future criminal behavior.
- **Consistent Presence:** Having a consistent officer in the school creates stability. The SRO becomes familiar with the students, staff, and the specific dynamics of the school, allowing for more personalized and effective policing.

The Importance of Continuity:

- **Trust & Familiarity:** When a single SRO serves a school over an extended period, they build strong relationships with the student population. This continuity fosters trust and makes students more likely to seek help and confide in the officer.
- **Understanding Student Needs:** A continuous presence allows the SRO to understand the unique needs and challenges of the student body. This knowledge helps them to provide tailored support and intervention.
- **Role Model & Positive Interaction:** Consistent interaction with a single officer helps students view the police positively. The SRO's regular presence breaks down stereotypes and builds a bridge between young people and law enforcement.
- **Community Cohesion:** A familiar SRO becomes an integral part of the school community, participating in events, activities, and day-to-day school life. This involvement strengthens the bond between the school and the police department.

<table>
<tr><td>Financial Impact:</td><td>The agreement with VCS assists in offsetting the cost of the SRO. The City and VCS have agreed to equally share the cost of the SRO's salary and benefits, which would be adjusted annually to reflect changes in salaries and benefit costs. The current financial details for the officer assigned as the School Resource Officer at Ormond Beach Middle School are as follows:

<table><tr><td>Hourly rate, including benefits:</td><td>$37.45 per hr</td></tr><tr><td>Billable Hours (8 hrs per day x 181 days):</td><td>1,448 hrs</td></tr><tr><td>Total Cost:</td><td>$54,227.60</td></tr><tr><td>50% of Cost:</td><td>$27,113.80</td></tr></table></td></tr>
<tr><td>Citizen Impact:</td><td>An SRO is a sworn police officer responsible for preventing crime and responding to emergency situations on the school campus. The SRO serves as a community liaison and mentor to the student body. The SRO can provide investigative information to patrol officers and investigators. The SRO builds a rapport with students, allowing them to be more comfortable in a setting with law enforcement in the future.</td></tr>
<tr><td>Recommended Action (Staff, Advisory Board and/or Other):</td><td>Staff recommends approval of the contract renewal with VCS for a SRO at OBMS.</td></tr>
<tr><td>Staff Contact:</td><td>Jesse Godfrey, Police Chief, (386) 676-3500</td></tr>
<tr><td>Attachments:</td><td>1. 25-98 School Resource Officer w-VCSB Renewal (P25-0062G)
2. City of Ormond Beach - SRO Renewal
3. Res 2024-106 (Res Only)</td></tr>
<tr><td>Approval:</td><td>Kelly McGuire, Finance Director 5/27/2025
Claire Whitley/Shawn Finley, Assistant City Manager 5/28/2025
Joyce Shanahan, City Manager 5/29/2025</td></tr>
</table>

RESOLUTION NO. 2025-98

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2024-106, the City and the School Board of Volusia County entered into a School Resource Officer Agreement with an effective date of July 1, 2024, and

WHEREAS, the initial term of the contract was for five years with the option to renew for four additional one-year periods, and

WHEREAS, the City's professional staff recommends that the City exercise the first renewal option for the period July 1, 2025 through June 20, 2026, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the School Resource Officer Agreement with the School Board of Volusia County is in the best interest of the health, welfare and safety of the general public, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Contract Renewal for a one-year renewal of the School Resource Officer Agreement with the School Board of Volusia County. A copy of said Contract Renewal is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH
SRO CONTRACT RENEWAL

This Agreement is made this _____day of _____2025, between the **CITY OF ORMOND BEACH**, a Florida municipal corporation with a mailing address of 22 S. Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2024-2029), executed by both parties on August 27, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with four (4), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2025-2026), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2024, and ending June 30, 2029, for a total of five (5) years. The first year of the five (5) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves three (3) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. Except as herein expressly modified, the Agreement for SRO Contract approved on August 27, 2024, shall otherwise remain in full force and effect, subject to all terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By:_____
Name: Mr. Jesse Godfrey
Title: Police Chief
Date:_____

THE CITY OF ORMOND BEACH

By:_____
Name: Ms. Joyce A. Shanahan
Title: City Manager
Date:_____

By:_____
Name: Mr. Jason Leslie
Title: Mayor
Date:_____

ATTEST:

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: _____

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie Haynes
Title: School Board Chair
Date: _____

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: _____

RESOLUTION NO. 2024-106

A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF VOLUSIA COUNTY AND THE CITY OF ORMOND BEACH FOR THE JOINT FUNDING OF A SCHOOL RESOURCE OFFICER POSITION AT THE ORMOND BEACH MIDDLE SCHOOL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, *Section 163.01, Florida Statutes*, authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately, and

WHEREAS, the provision of such power, privilege, or authority includes the provision of services and the use, operation and maintenance of real and personal property, and

WHEREAS, the execution of an Interlocal Agreement with the School Board of Volusia County regarding the joint funding of a school resource officer at the Ormond Beach Middle School will benefit the health, safety, and welfare of the citizens (a copy of said Agreement is attached hereto and incorporated herein by reference), and,

WHEREAS, the annual compensation for the school resource officer is $54,227,60, and

WHEREAS, the City and the School Board of Volusia County have agreed to equally share the cost of the school resource officer's compensation, and

WHEREAS, the City Manager has certified that $27,113.80 to cover the city's portion of the compensation has been appropriated to the General Fund and is not appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby authorizes and directs the Mayor and the City Manager to execute an Interlocal Agreement with the School Board of Volusia County regarding the joint funding of a school resource officer at the Ormond Beach Middle School and to pay the cost therefor from the General Fund.

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

APPROVED AND AUTHENTICATED this 23rd day of July, 2024.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach.dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2024\07-23-24\24-106 Interlocal VC SRO (P24-00666).doc

VOLUSIA COUNTY SCHOOL BOARD AND THE CITY OF ORMOND BEACH
SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into between the School Board of Volusia County, hereinafter referred to as **"School Board"** and the City of Ormond Beach, hereinafter referred to as **"City"**.

RECITALS

WHEREAS, the parties want to enter into an Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer; as described herein; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the Cityagrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Resource Officer to be split funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation;

WHEREAS, § 1002.22(2) and § 1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing regulations issues pursuant thereto; and § 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's

education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, §985.04(1), F.S., requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, §1003.53(6), F.S., addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, §1006.13 (4)(a), (b) and (c), F.S., requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies;

WHEREAS, pursuant to §768.28, F.S., neither the School Board or the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is for five (5) years with one base year and four (4) one (1) year renewal options starting from July 1, 2024 through June 30, 2029, for a total of five (5) years. The performance period beginning at the date outlined by the parties, unless earlier terminated as provided herein. The Agreement does not contain provisions for automatic renewal; any renewal option must be mutually agreed upon by both parties and approved in writing.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state and federal laws, and to have a School Resource Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall maintain a highly visible uniformed presence while on duty at the school sites.

3. **Termination.** This Agreement may be terminated by any party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide the School Board one (1) full time School Resource Officer, eight (8) hours per day for one hundred eighty-one (181) school contract days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for School Resource Officer is primarily 9:00 a.m. to 5:00 p.m. Monday through Friday at the Ormond Beach Middle School. The City will make every effort to have the School Resource Officer position filled at the beginning of the school year and throughout the term of this Agreement, dependent upon staffing availability.

(b) It is agreed that there are occasions when it is not possible to staff a particular school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is

also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the school, a School Resource Officer from another location may be reassigned by the City in part or total to fill the vacancy until a replacement can be found.

(c) It is agreed that there are occasions when it is necessary for the School Resource Officer to work in excess of their normal duty assignment, such as providing security details for graduation ceremonies. It is agreed by the City that inclusive of this Agreement there will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed to the School Board at the rate of $45.00 per hour for services provided by the School Resource Officer assigned to Ormond Beach Middle School . All overtime costs shall be funded one hundred (100%) by the school.

(d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School District encourages the use of Civil Citations for eligible students. The school district utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all hazards approach to emergency management.

(e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the school and other first responders, investigative units

and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Safety and Security team and shall assist in school responses to emergency issues to include referring students to professional services both within and outside the School Board.

(f) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the Schoo1 Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

(g) The School Resource Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.

(h) The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in VCS trainings related to the role of law enforcement on campus and working with students with disabilities. VCS required School Safety Officer trainings applicable to School Resource Officer(s) include: "Understanding Autism: SRO/SRD/Guardians" and "Serving Students with Disabilities: SRO/SRD/Guardians" and "Threat Management Training: SROs/SRDs". VCS shall provide at its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment."

5. **Other Considerations.** The City Commission, it's Police Chief and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Resource Officer Program.

6. **Cooperation.**

(a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

(b) It is agreed that the School Board shall have all reasonable and necessary cooperation and assistance from the City, it's officers, agents, and employees so as

to facilitate the performance of this Agreement.

(c) Although School Resource Officers have an assigned school site, they are subject to temporary relocation on an as-needed basis with the concurrence of the District Superintendent or designee, and the Chief of Police or designee.

7. **Personnel/Equipment.** It is understood that any personnel assigned to perform the duties under the terms and conditions of this Agreement are functioning at all times as a member of the City of Ormond Beach Police Department and are subject to City's department supervision and rules and regulation. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of Ormond Beach unless otherwise specified within this Agreement. The School Board shall provide the School Resource Officer with office space to include a desk, phone, computer, and two-way radio utilized by the school site safety and security team members. Access to programs utilized by the school district shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Resource Officer may be required to attend meetings and training that support their professional certification and/or the School Resource Officer Program. Where possible, training will take place when school is not in session. A School Resource Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and the Police Chief's representatives. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.** The School Board hereby agrees to share to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of $37.45 per billable hour. The total Agreement price for the specified term shall be $27,113.80 numerated as follows:

Hourly Rate:	$37.45
Billable Hours:	1,448

One (1) SRO at 8 hours, 181 days	$54,227.60
Total Billable	$54,227.60
Total Agreement Price	**$27,113.80 (50% of total billable)**

(a) All payments from the School Board to the City provided herein, for the Base Year, and each renewal option year thereafter shall be subject to adjustment, upon written agreement by the parties, dependent upon changes to City's expenses to provide the services herein.

(b) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of the City Billing invoice.

(c) Upon the completion of the agreement year, the City shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly City employee time records will be submitted to the School Board Representative for payment processing. If the School Resource Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation. The City of Ormond Beach shall be responsible for maintaining records related to training in accordance with HB 1473 (2024), Fla. Stat. §30.15 (2024).

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City Police Department shall adhere to F.S. 1006.12 (School Resource Officer and School Safety Officers) and F.S. 1006.13 (Policy of zero tolerance for crime and victimization). Accordingly, it is agreed by the parties that school personnel will report to the School Resource Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. If a School Resource Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such

report shall be provided to the School Resource Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (H1PAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. The student personally identifiable information ("PII") may be disclosed only in compliance with FERPA as it applies to the Parties and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing

data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: http://www2.ed.gov/policy/gen/guid/ptac/index.html, http://ptac.ed.gov/ including, but not limited to, http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS
or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any applicable statute of limitations.

14. **Notice of Arrests and Citations.**

A. Arrest and Citation of Students or School Employees on School Grounds During Hours of School Operation

When a student or school employee is arrested or receive a citation on school

grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. Arrest or Citation on Non-Students on School Ground

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. Arrests and Citations of Students or School Employee off School Grounds During Operating School Hours

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. Confidentiality of Information Provided to Building Principal

In all instances of building principal notifications described in Sections 4.01, 4.02, and 4.033, above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions.**

A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any

applicable statute of limitations.

B. **Statement of Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Interagency Agreement.

C. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Interagency Agreement.

D. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Interagency Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.

E **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

G. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

H. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

K. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. **Entire Agreement**.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently

in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board	**With Copy To**
School District of Volusia County Office of the Superintendent Post Office Box 2118 DeLand, FL 32721-2118	The General Counsel School District of Volusia County Post Office Box 2118 DeLand, FL 32721-2118
For the City of Ormond Beach	**With Copy To**
The City Manager City of Ormond Beach 22 S. Beach Street Ormond Beach, FL 32174	The Police Chief Ormond Beach Police Department 170 West Granada Blvd Ormond Beach, FL 32175

Any of the parties may change by written notice the addresses or persons for receipt of notice.

(a) **Appropriation Contingency.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal· year is subject to the appropriation and availability of funds in accordance with Chapter 287.0582, Florida Statutes. Anytime funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

(b) **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: _____
Name: Mr. Jesse Godfrey
Title: Police Chief
Date: July 23, 2024

THE CITY OF ORMOND BEACH

By: _____
Name: Ms. Joyce A. Shanahan
Title: City Manager
Date: July 23, 2024

By: _____
Name: Mr. Bill Partington
Title: Mayor
Date: July 23, 2024

ATTEST:

By: _____
Name: Dr. Carmen J. Balgobin
Title: Superintendent of Schools
Date: August 27, 2024

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie M. Haynes
Title: Chairman
Date: August 27, 2024

Reviewed for legal sufficiency for reliance only by the District

By: for _____ Erin Harrigan 050812
Name: ~~Mr. Kevin W. Pendley~~
Title: General Counsel
Date: August 27, 2024

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-99
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Award - 2025 Roadway Resurfacing		
Summary:	The 2025 Road Resurfacing project is a scheduled Capital Improvement Project. Road resurfacing is an important pavement maintenance activity which prolongs the service life of City roads and defers costly reconstruction of roadways. This project will include approximately 3.14 miles of asphalt road resurfacing on various streets throughout the City, including replacement of curb, gutter, and sidewalk where deemed necessary. A set of plans and street location maps are attached. A disposition item for advertisement of competitive bidding was approved by the Commission on April 1, 2025. This project was bid with 3 alternates, outlined in the plans. On May 7, 2025, bids were opened, and total bids ranged from $698,601.00 - $1,194,844.10. The low bidder was Sparks Concrete & Asphalt LLC of Port Orange, FL. Sparks Concrete & Asphalt LLC has successfully completed similar projects for the City and is recommended for this project.		
Financial Impact:	Funding in the amount of $1,000,000 was included in the Fiscal Year 2024-2025 budget, within Fund 308 - Transportation Improvement.		
Citizen Impact:	Residents will experience minor, temporary traffic delays and access inconveniences associated with the construction activities of this project. One to two streets are typically milled within a day and new asphalt is paved typically within 2-3 days after milling. The process of removing and replacing curb and gutter will usually take approximately 3-5 weeks. Work will be done between 7 a.m. - 7 p.m., Monday-Friday.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the base bid and alternates 1 and 2 for the 2025 Roadway Resurfacing Project, Bid Number 2025-35, to Sparks Concrete Asphalt LLC, at the contract amount of $687,577.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 25-99 Roadway Resurfacing -Sparks Concrete (P25-0064G) 2. Sparks Concrete & Asphalt Section 00300 and 00410 3. 2025 Roadway Resurfacing Street List 4. 2025 Road Resurfacing Plans 5. BID 2025-35 signed tabulation
Approval:	Kelly McGuire, Finance Director 5/23/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/27/2025 Joyce Shanahan, City Manager 5/29/2025

RESOLUTION NO. 2025-99

A RESOLUTION ACCEPTING THE BID OF SPARKS CONCRETE, LLC d/b/a SPARKS CONCRETE & ASPHALT REGARDING THE 2025 ROADWAY RESURFACING PROJECT, UNDER BID NO. 2025-35; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-35) regarding the 2025 roadway resurfacing project ("Project") in accordance with Section 2-300, *Code of Ordinances,* and

WHEREAS, the appropriate City staff members have reviewed the four bids received and have determined that the bid submitted by Sparks Concrete, LLC d/b/a Sparks Concrete & Asphalt with a base bid of $646,492.00, plus bid alternate #1 at $16,000.00, plus bid alternate #2 at $25,085.00, plus bid alternate #3 at $11,024.00 for a total bid in the amount of $698,601.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, Section 2-300(i), *Code of Ordinances*, provides that a bid may be accepted or rejected, in whole or in part, and the City's professional staff recommends awarding the base bid plus bid alternates #1 and #2 in the amount of $687,577.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Transportation Improvement Fund (308) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Sparks Concrete, LLC d/b/a Sparks Concrete & Asphalt to provide services for the Project is hereby accepted.

SECTION TWO. All other bids to provide services for the Project are hereby rejected upon the execution of a contract with Sparks Concrete, LLC d/b/a Sparks Concrete & Asphalt.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract between the City and Sparks Concrete, LLC d/b/a Sparks Concrete & Asphalt for the performance of the Project in the amount of $687,577.00 for the base bid and bid alternates #1 and #2, and to pay the cost therefor from the Transportation Improvement Fund.

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

APPROVED AND AUTHENTICATED this 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Sparks Concrete LLC DBA: Sparks Concrete & Asphalt LICENSE NO. SCC131153554

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:

Date	Number
April 17, 2025	1

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

(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	$125.00	$436,875.00
2	Asphalt Concrete Leveling Course S.P. 9.5	349.5	Tons	$125.00	$43,687.50
3	Mill Existing Surface	89,253	SY	$1.50	$133,879.50
4	Adjust Manhole to Grade	10	EA	$300.00	$3,000.00
5	Adjust Valves to Grade	8	EA	$100.00	$800.00
6	Thermoplastic Striping	1	LS	$4,000.00	$4,000.00
7	Curb & Gutter	250	LF	$22.00	$5,500.00
8	Miscellaneous Driveway	250	SY	$63.00	$15,750.00
9	Sidewalk	250	SF	$9.00	$2,250.00
10	Asphalt Millings	500	CY	$1.50	$750.00

TOTAL BID $646,492.00
(Figures)

Six Hundred Fourty Six Thousand Four Hundred Ninety Two Dollars and Zero Cents.
(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	$2,500.00	$15,000.00
2	Remove Rubber Speed Tables	2	EA	$500.00	$1,000.00

TOTAL BID ALTERNATE 1 $16,000.00
(Figures)

Sixteen Thousand Dollars and Zero Cents.
(Words)

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	$.80	$6,760.00
2	Replace speed limit signs with Solar-Powered Electronic Speed Feedback Signs	2	EA	$3,500.00	$7,000.00
3	Remove existing Chevron signage and install new W1-8 signs (24" x 30") with 40' spacing	6	EA	$200.00	$1,200.00
4	Relocate STOP AHEAD sign and install new W3-1 sign and advance street name plaques	1	LS	$6,120.00	$6,120.00
5	Install Retroreflective sheeting on various sign poles throughout the North Halifax Drive Corridor	32	EA	$40.00	$1,280.00
6	Install 12" high-emphasis crosswalk pavement markings	1,850	LF	$.90	$1,665.00
7	Install 24" high-emphasis crosswalk pavement markings	530	LF	$2.00	$1,060.00

TOTAL BID ALTERNATE 2 $25,085.00
(Figures)

Twenty Five Thousand and Eighty Five Dollars and Zero Cents.
(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	$11,024.00	$11,024.00

TOTAL BID ALTERNATE 3 $11,024.00
(Figures)

Eleven Thousand and Twenty Four Dollars and Zero Cents.
(Words)

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

BIDDER agrees that the Work will be substantially completed within **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

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

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

Mailing Address: 3060 Steel Rail Dr. Bunnell, FL 32110
Street Address: 3060 Steel Rail Drive
City, State, Zip Code: Bunnell, FL 32110
Email: sparksconcrete@cfl.rr.com
Telephone No.: 386-263-7229 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 May 7, 2025.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____
Business address: _____
_____
_____

Phone No.: _____
Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By Sparks Concrete LLC DBA: Sparks Concrete & Asphalt
(Corporation Name)

Florida
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

Manager / President
(Title)

(Corporate Seal)

Attest _____

Business address: 3060 Steel Rail Drive
Bunnell, FL 32110

Phone No.: 386-263-7229

Fax No.: _____

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:

Item	Supplier
Asphalt	Sparks Concrete LLC DBA: Sparks Concrete & Asphalt
Concrete	Sparks Concrete LLC DBA: Sparks Concrete & Asphalt
Signage	Star Seal of Orlando

Subcontractors:

Work Classification: Thermo Pavement Markings

Name: DD&T Asphalt Solutions LLC

Address: 2455 Mitchell Ave. Mims, FL 32754

Phone Number: 321-704-2095 Fax Number: _____

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

Subcontractors:

Work Classification: Signage

Name: DD&T Asphalt Solutions LLC

Address: 2455 Mitchell Ave. Mims, FL 32754

Phone Number: 321-704-2095 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

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:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	N/A	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

William Sparks — May 6, 2025
Name (signature) — Date

William Sparks
Name (typed or printed)

Manager / President
Title

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.

05/06/2025

Name (signature) Date

William Sparks

Name (typed or printed)

Manager / President

Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Sparks Concrete LLC DBA: Sparks Concrete & Asphalt
COMPANY NAME

AUTHORIZED SIGNATURE

William Sparks
NAME (PRINT OR TYPE)

Manager / President
TITLE

May 6, 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:

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: N A

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: _____

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.

Sparks Concrete LLC DBA: Sparks Concrete & Asphalt
COMPANY NAME

AUTHORIZED SIGNATURE

William Sparks
NAME (PRINT OR TYPE)

Manager / President
TITLE

May 6, 2025
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 Manager/President (Title) of Sparks Concrete LLC DBA: Sparks Concrete & Asphalt (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: May 7, 2025 Signed: William Sparks

Title: Manager Print Name: William Sparks

Entity: Sparks Concrete LLC DBA: Sparks Concrete & Asphalt

STATE OF: Florida COUNTY OF: Flagler

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of May, 2025, by William Sparks and who:

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

Jenna Sapsford, [signature]
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: July 29, 2028

This page must be completed & notarized.

JENNA SAPSFORD
Notary Public - State of Florida
Commission # HH 576742
My Comm. Expires Jul 29, 2028
Bonded through National Notary Assn.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF Flagler

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

1. My name is William Sparks. I am over the age of Twenty-One years old. I am the Manager / President (Title) of Sparks Concrete LLC DBA: Sparks Concrete & Asphalt (Business Name), a 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: May 7, 2025 Signature: William Sparks

Print Name: William Sparks

Title: Manager

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of May, 2025, by William Sparks and who:

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

Jenna Sapsford
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: July 29, 2028

This page must be completed & notarized.

END OF BID

00300-18

Revised 1/15/25

JENNA SAPSFORD
Notary Public - State of Florida
Commission # HH 576742
My Comm. Expires Jul 29, 2028
Bonded through National Notary Assn.

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Sparks Concrete, LLC
(*hereinafter called Principal*) and

Merchants Bonding Company (Mutual)
(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State of IA with its principal offices in the County of Polk, and authorized to do business in the State of Florida, in the full and just sum of Five Percent of 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 **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 7th day May, 20 25.

Sparks Concrete, LLC
(Principal)

By: Walker Sparks

ATTEST:

Elizabeth Womack *(SEAL)*

Merchants Bonding Company (Mutual)
(Surety)

By: Jeff W. Reich

Jeffrey W. Reich, Attorney-in-Fact &
FL Licensed Resident Agent
Inquiries: 407-786-7770

END OF SECTION
00410 - 1

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of March 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of May 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

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

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

PREPARED BY THE ENGINEERING DIVISION

SHEET 1 of 25

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 LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2025 ROAD RESURFACING

LOCATION MAP

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

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 (SCDCS). 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 (SWPP) 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.

STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020

ROADWAY CONSTRUCTION NOTES

1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED 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:

SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2% – 1.0%	SEEDING AND MULCHING
1.0% – 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING

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 COMPACTED 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.

STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A MAY 2020

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 "▲" 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 "⊥" 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.

STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B MAY 2020

25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.
26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.
27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS.
28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
30. STANDARD TURNING RADII FOR INTERSECTIONS:

2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	50'

31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.
32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.
34. UTILITY DEPTH:
    - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
    - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.
    - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.
35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.

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	
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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

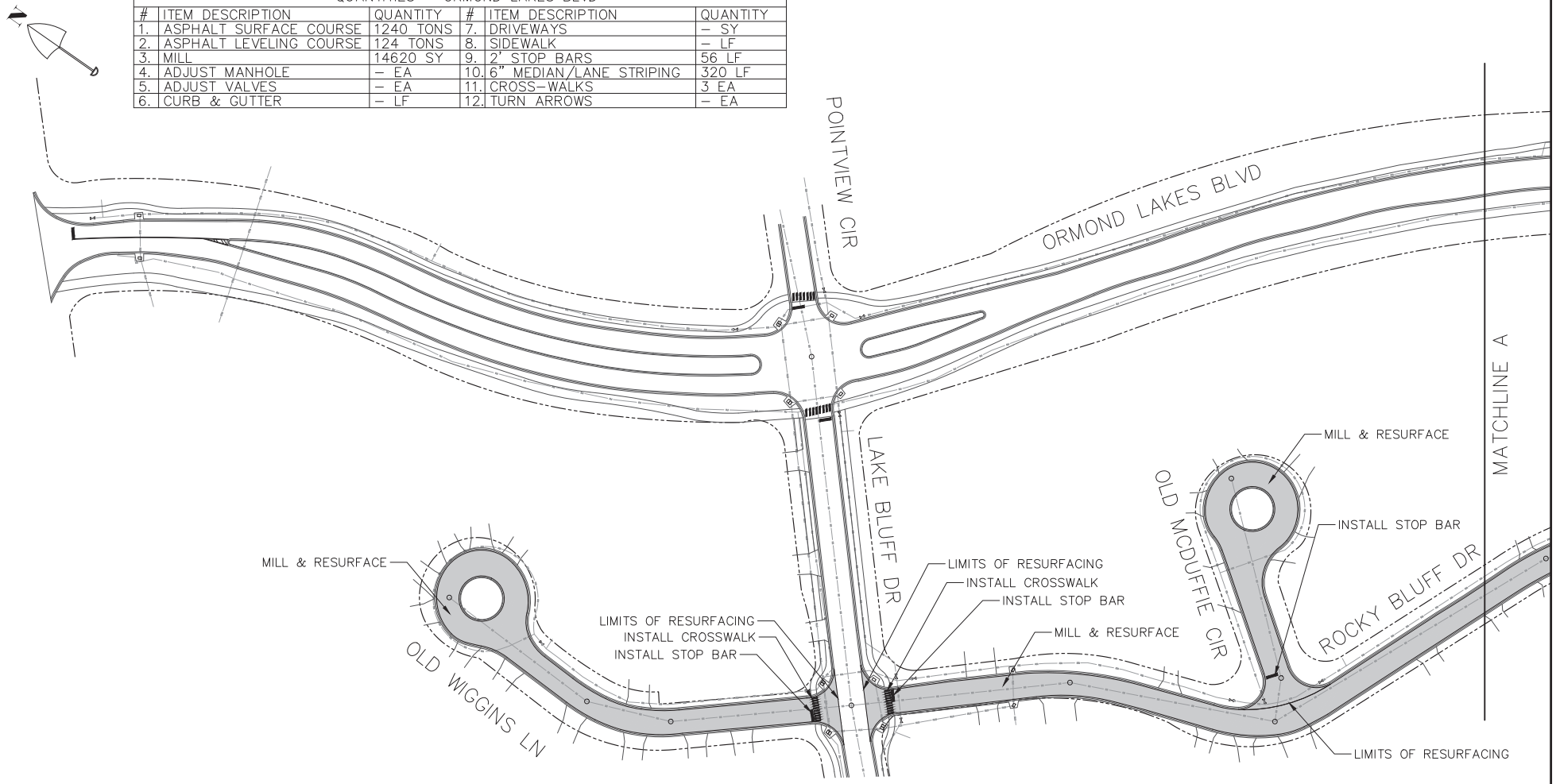
ALEX SCHUMANN P.E. CITY ENGINEER

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

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Engineering Division

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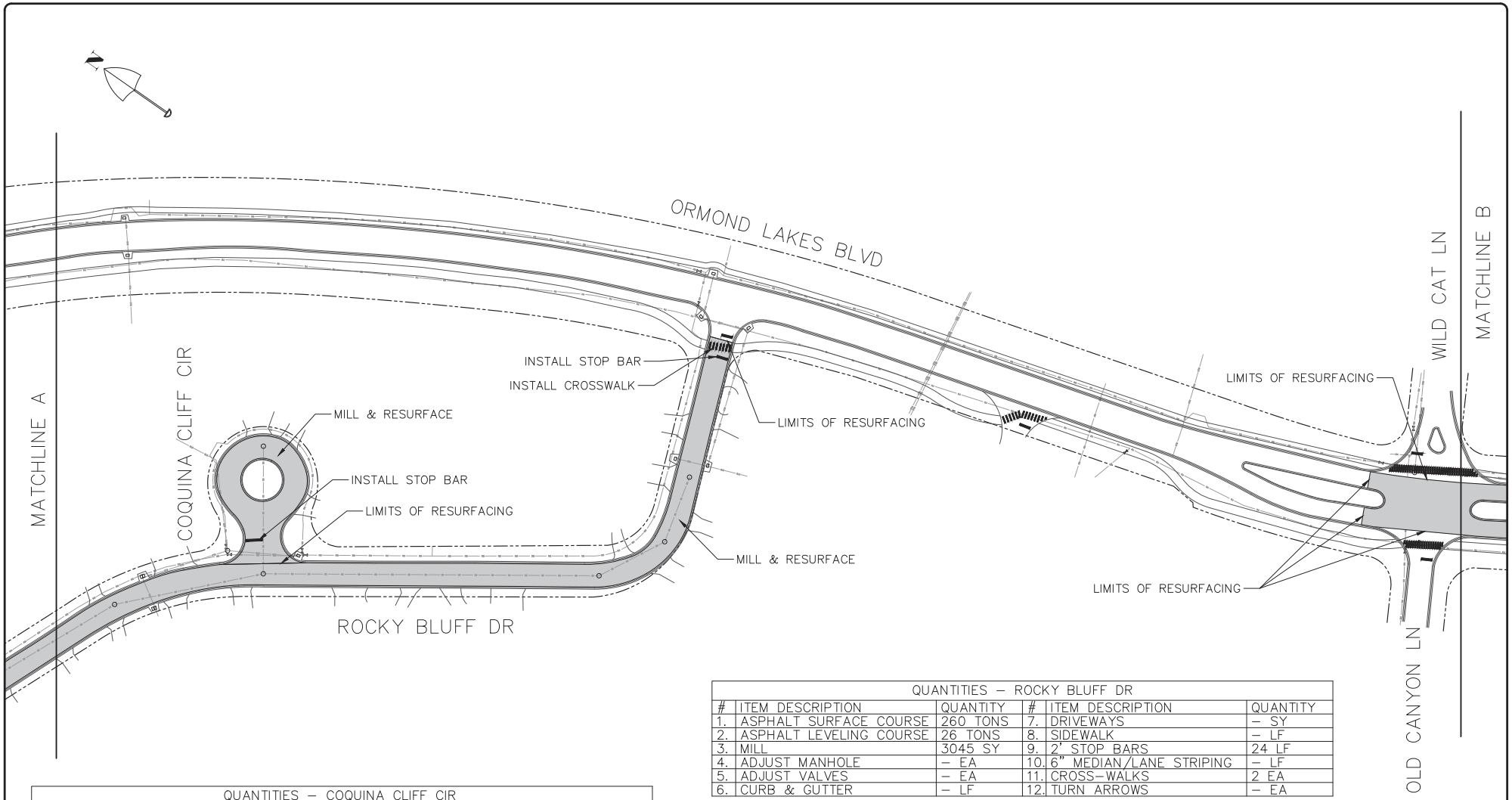
ALEX SCHUMANN P.E. CITY ENGINEER

2025 ROAD RESURFACING

OLD WIGGINS LN, OLD MCDUFFIE CIR, & ROCKY BLUFF DR

DATE: 3/11/25	PROJECT NO.: 2025–35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 4 of 25



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

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

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	CONSTRUCTION
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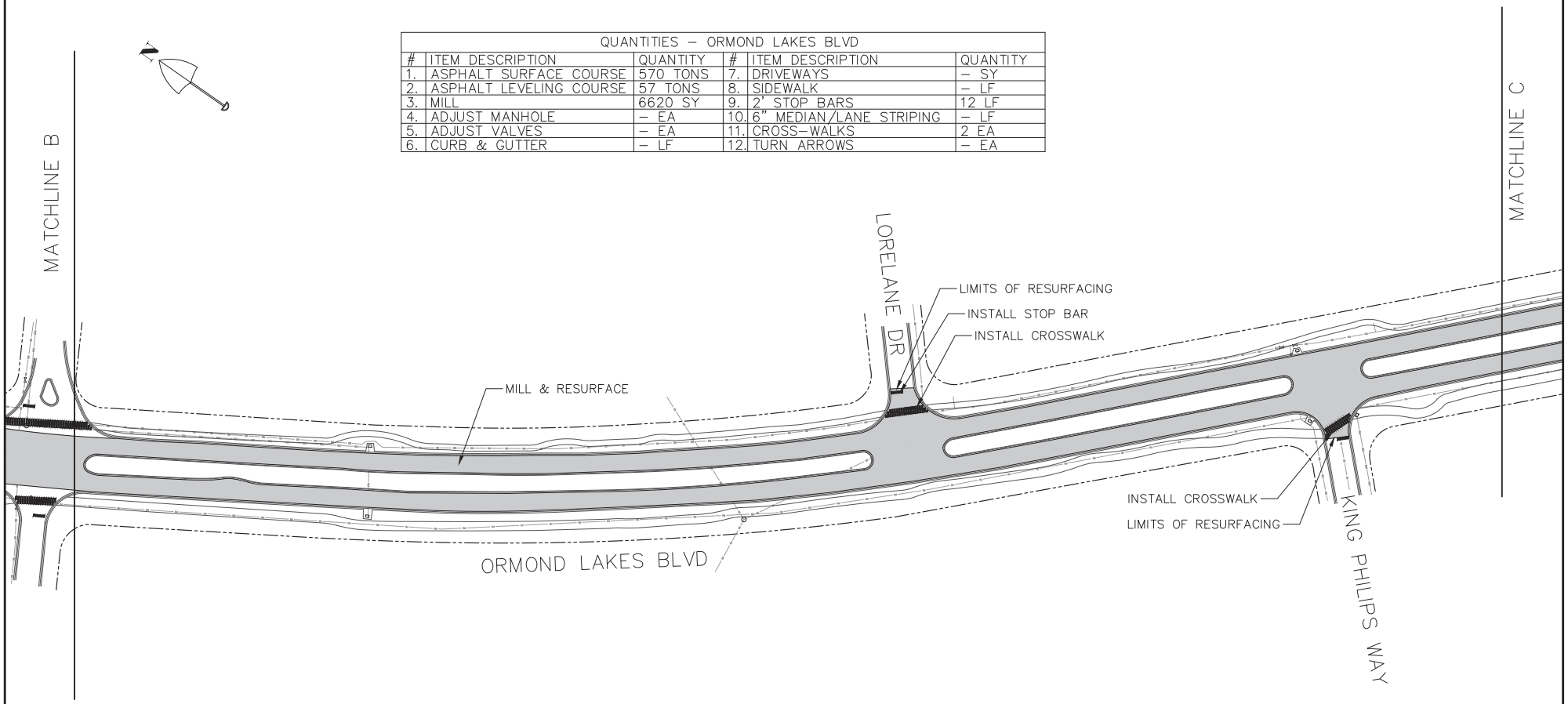
2025 ROAD RESURFACING

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	SHEET: 5 of 25

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



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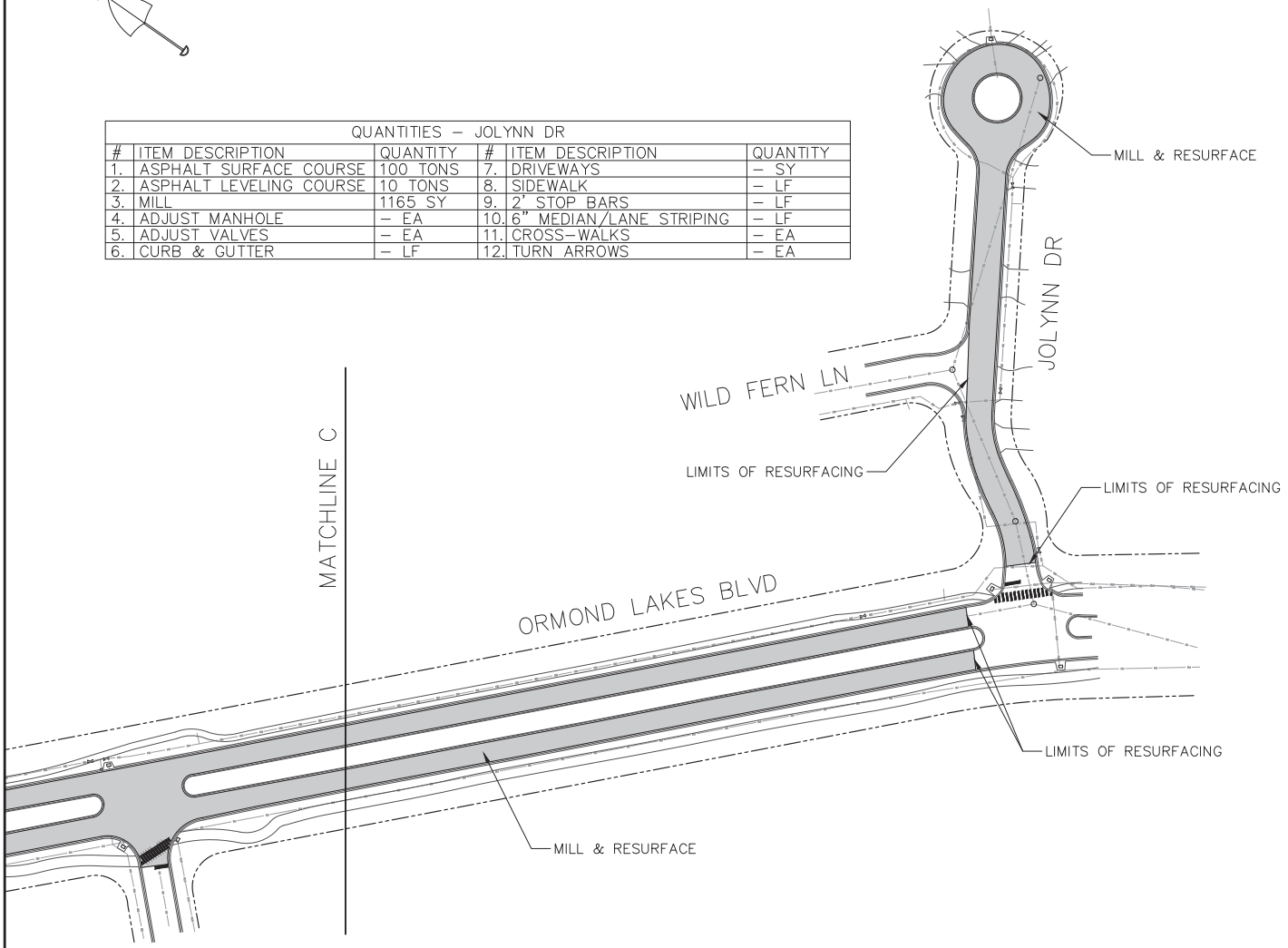
2025 ROAD RESURFACING

ORMOND LAKES BLVD

DATE: 3/11/25	PROJECT NO.: 2025–35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 6 of 25

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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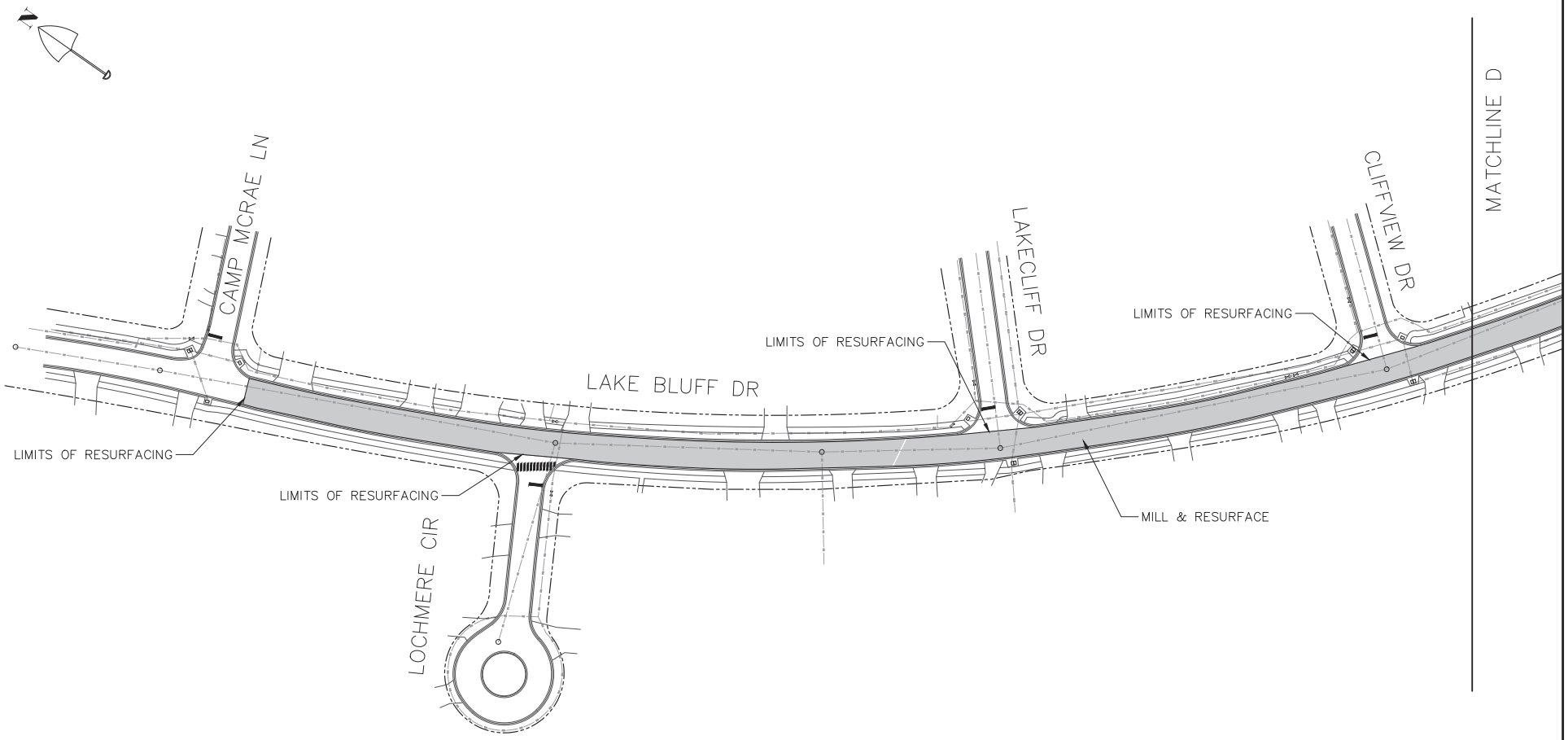
2025 ROAD RESURFACING

ORMOND LAKES BLVD
& JOLYNN DR

DATE: 3/11/25	PROJECT NO.: 2025-35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 7 of 25



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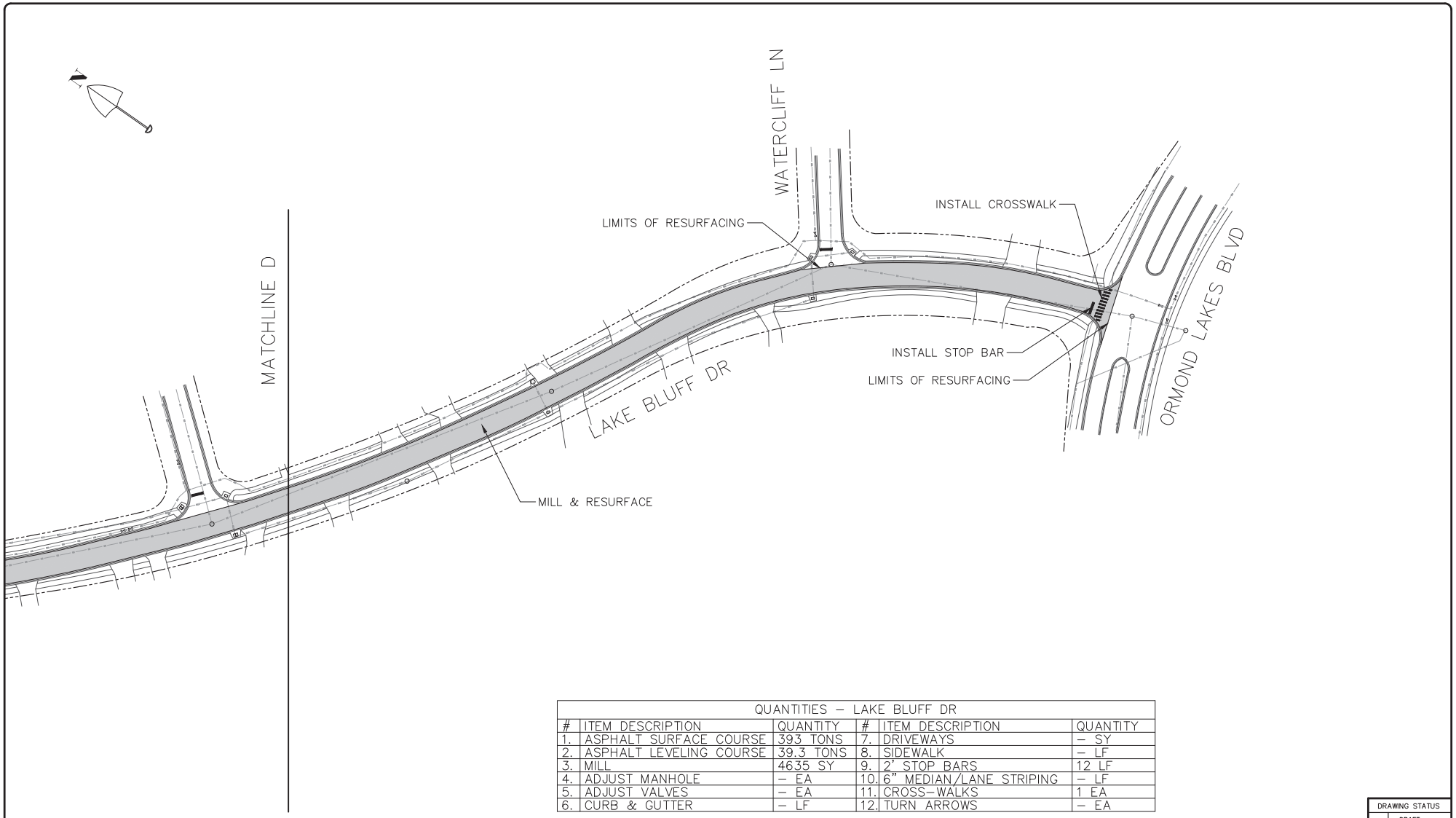
2025 ROAD RESURFACING

LAKE BLUFF DR

DATE: 3/11/25	PROJECT NO.: 2025-35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 8 of 25



QUANTITIES – LAKE BLUFF DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	393 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	39.3 TONS	8.	SIDEWALK	– LF
3.	MILL	4635 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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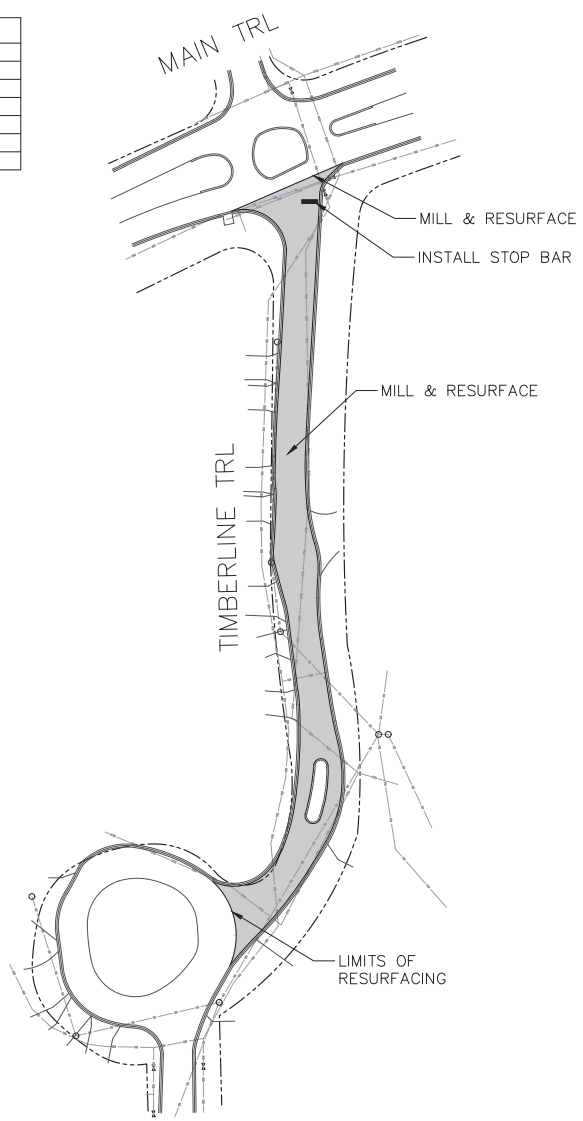
2025 ROAD RESURFACING

LAKE BLUFF DR

DATE: 3/11/25	PROJECT NO.: 2025–35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 9 of 25

QUANTITIES – TIMBERLINE TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	117 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	11.7 TONS	8.	SIDEWALK	– LF
3.	MILL	1380 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



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Engineering Division

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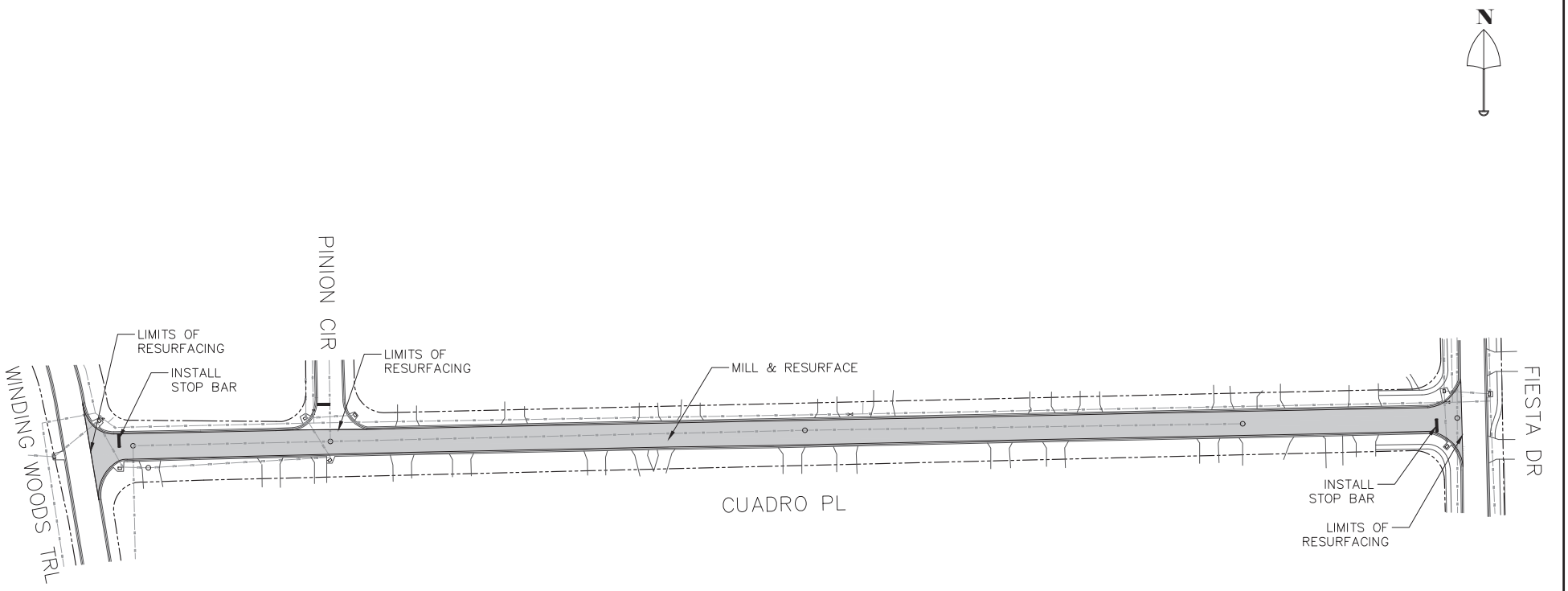
2025 ROAD RESURFACING

TIMBERLINE TRL

DATE: 3/11/25	PROJECT NO.: 2025–35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 10 of 25



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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	RECORD

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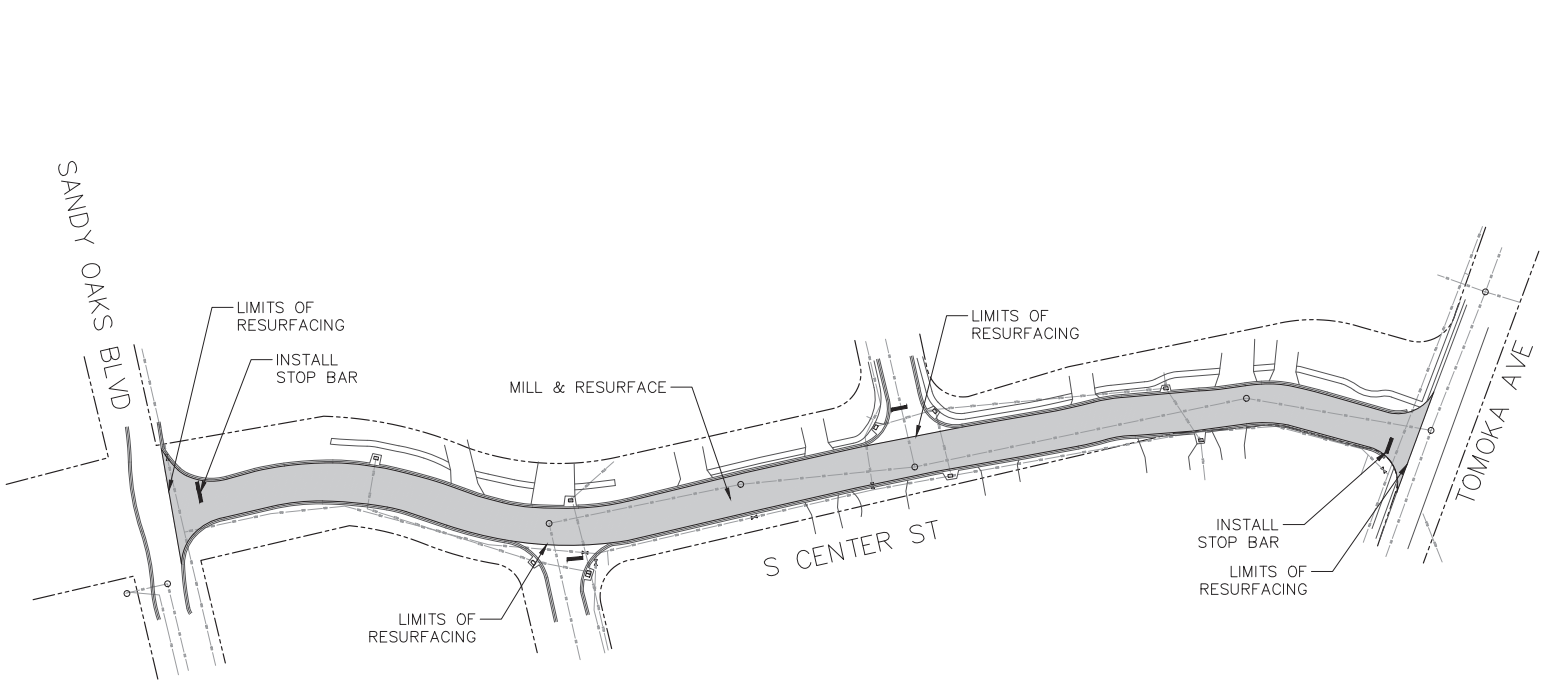
2025 ROAD RESURFACING

CUADRO PL

DATE: 3/11/25	PROJECT NO.: 2025-35
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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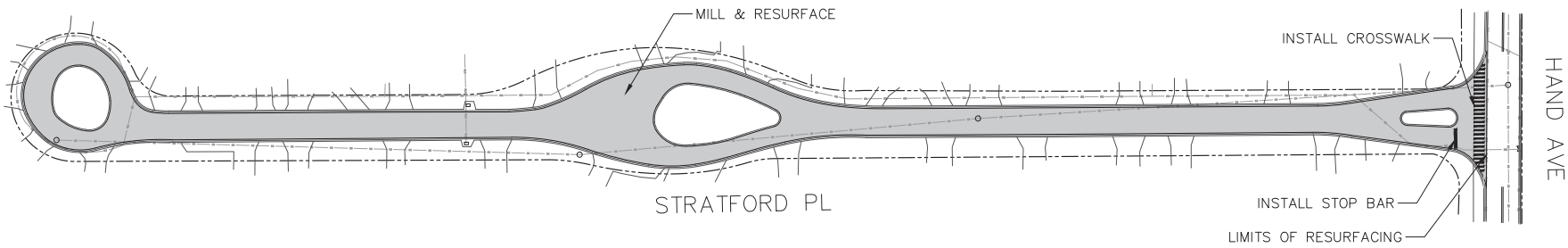
2025 ROAD RESURFACING

S. CENTER ST

DATE: 3/11/25	PROJECT NO.: 2025-35
SCALE: 1"=40'	FILE NAME:
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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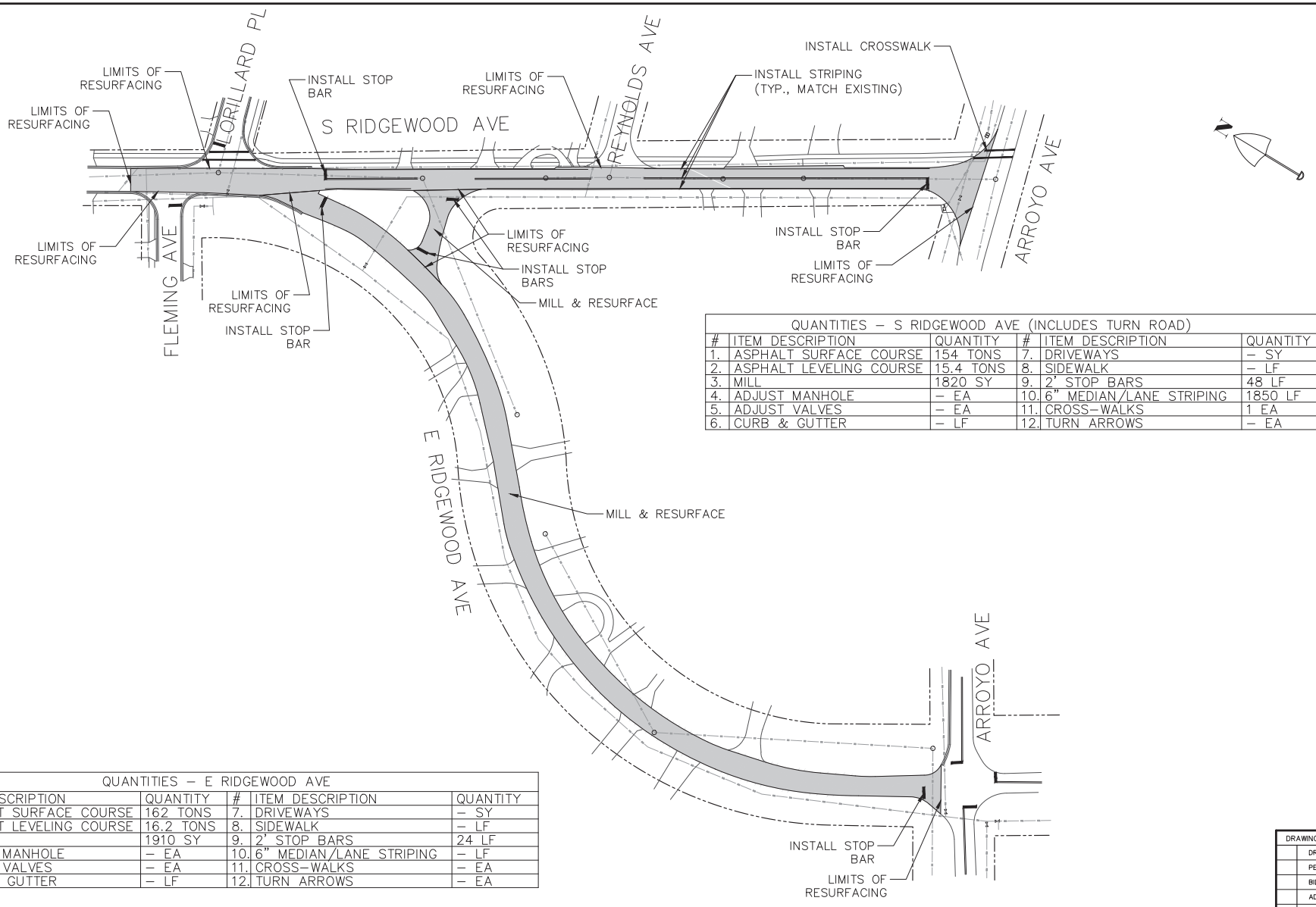
2025 ROAD RESURFACING

STRATFORD PL

DATE: 3/11/25	PROJECT NO.: 2025–35
SCALE: 1"=40'	FILE NAME:
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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	RECORD

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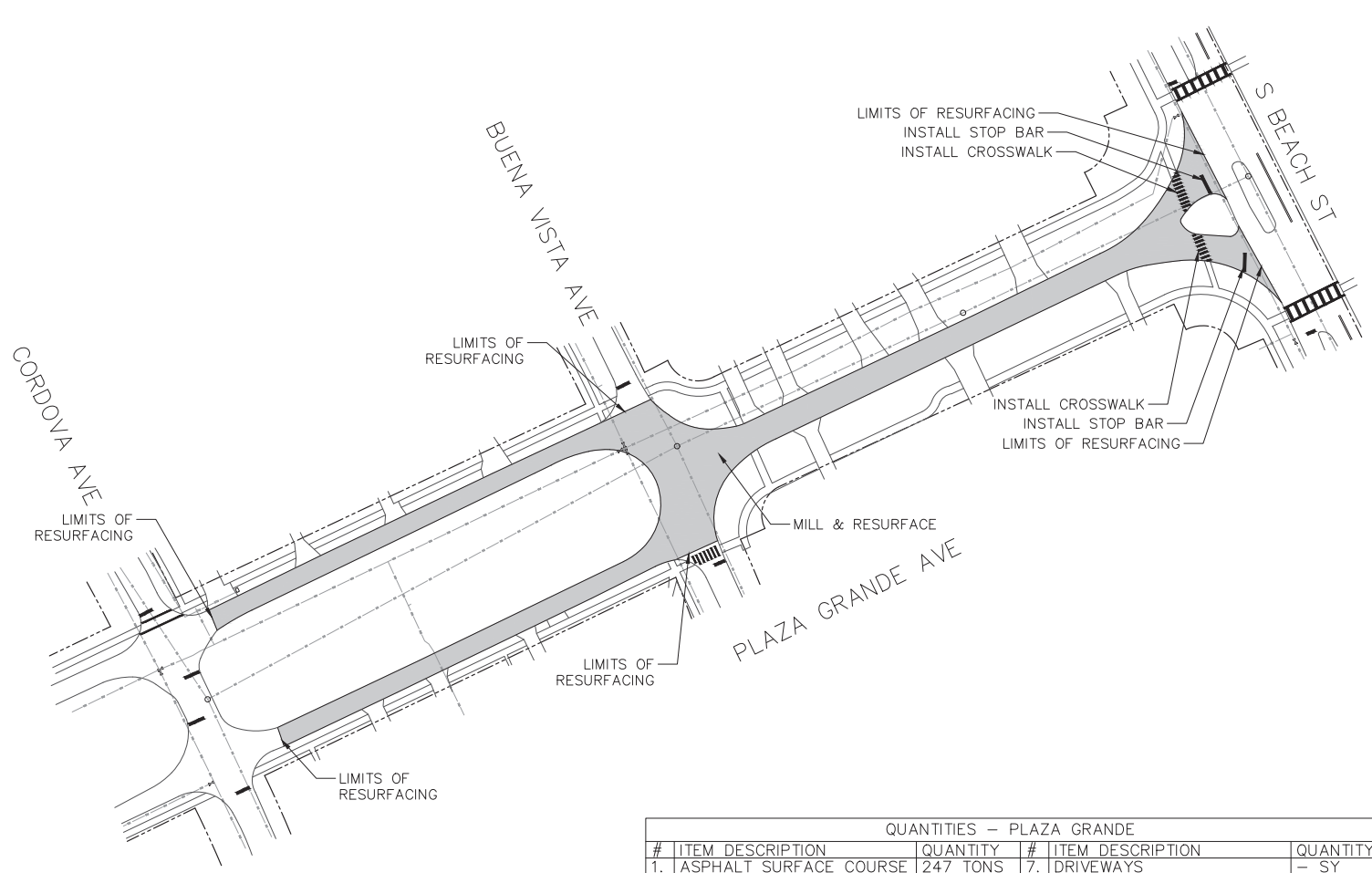
2025 ROAD RESURFACING

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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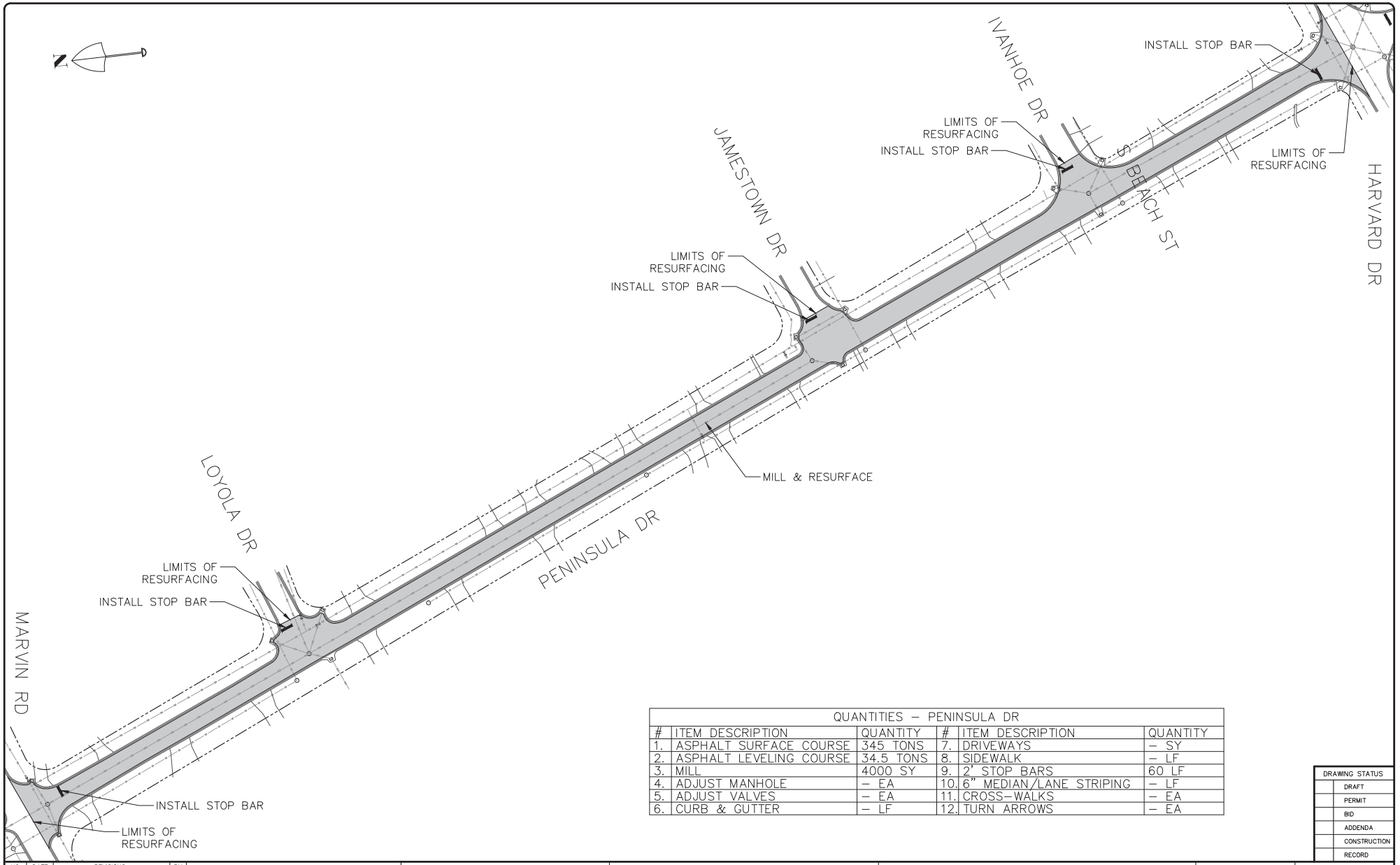
2025 ROAD RESURFACING

PLAZA GRANDE

DATE: 3/11/25	PROJECT NO.: 2025–35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 15 of 25



QUANTITIES – PENINSULA DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	345 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	34.5 TONS	8.	SIDEWALK	– LF
3.	MILL	4000 SY	9.	2' STOP BARS	60 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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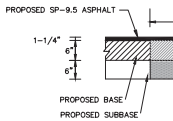
2025 ROAD RESURFACING

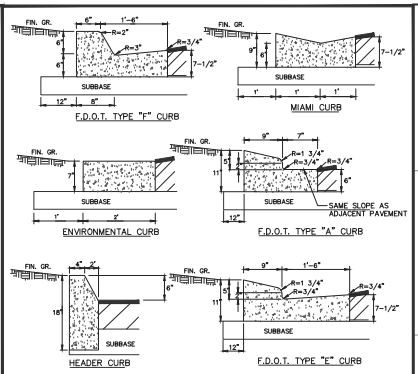
PENINSULA DR

DATE: 3/11/25	PROJECT NO.: 2025–35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 16 of 25



STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT
NTS

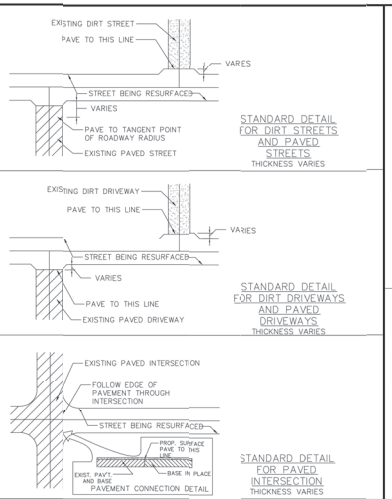
INDEX R-9
MAY 2020



NOTES:
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.

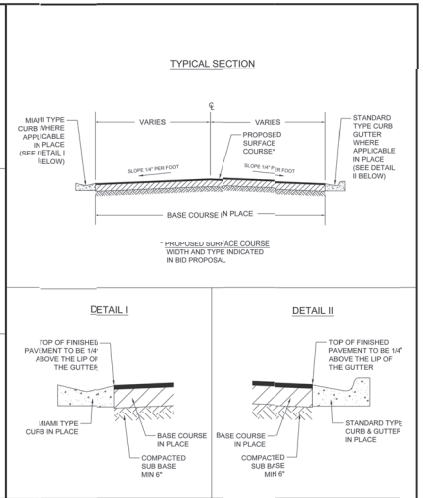
STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION
NTS

INDEX R-4
MAY 2020



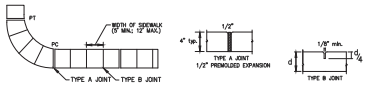
STANDARD CONSTRUCTION DETAIL
ROADWAY RESURFACING DETAILS
NTS

INDEX R-10A
MAY 2023



STANDARD CONSTRUCTION DETAIL
ROADWAY RESURFACING DETAILS
NTS

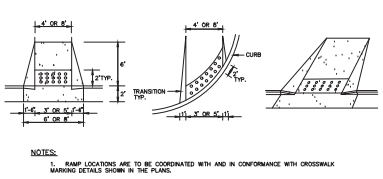
INDEX R-10B
MAY 2020



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2500 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN, THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 8 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTILE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A. AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND DENSE. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF SUCH SECTION IS USED TO SUPPORT MORE THAN 100 LINEAR FEET OF SIDEWALK. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

STANDARD CONSTRUCTION DETAIL
SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS
NTS

INDEX M-3
MAY 2020

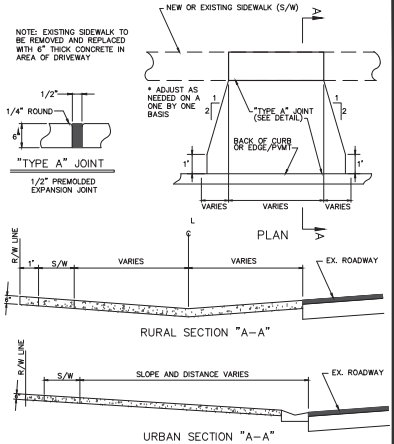


NOTES:
1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.

* OR RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

STANDARD CONSTRUCTION DETAIL
SIDEWALK AND BIKE PATH RAMP
NTS

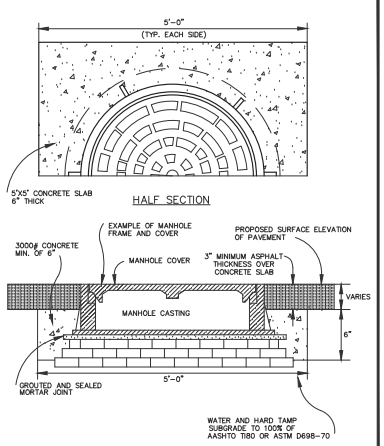
INDEX M-4
MAY 2020



DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 95% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO MODIFIED PROCTOR TEST F.B.V.-75
CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 PSI.

STANDARD CONSTRUCTION DETAIL
RESIDENTIAL DRIVEWAY APRON DRAWINGS
NTS

INDEX M-7
MAY 2020



MANHOLE ADJUSTMENT DETAILS

STANDARD CONSTRUCTION DETAIL
MANHOLE ADJUSTMENT DETAILS
NTS

INDEX S-9C
MAY 2020

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

DETAILS

DATE:	3/11/25	PROJECT NO.:	2025-35
SCALE:	N.T.S.	FILE NAME:	
DRAWN BY:	MC	SHEET:	17 of 25

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

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

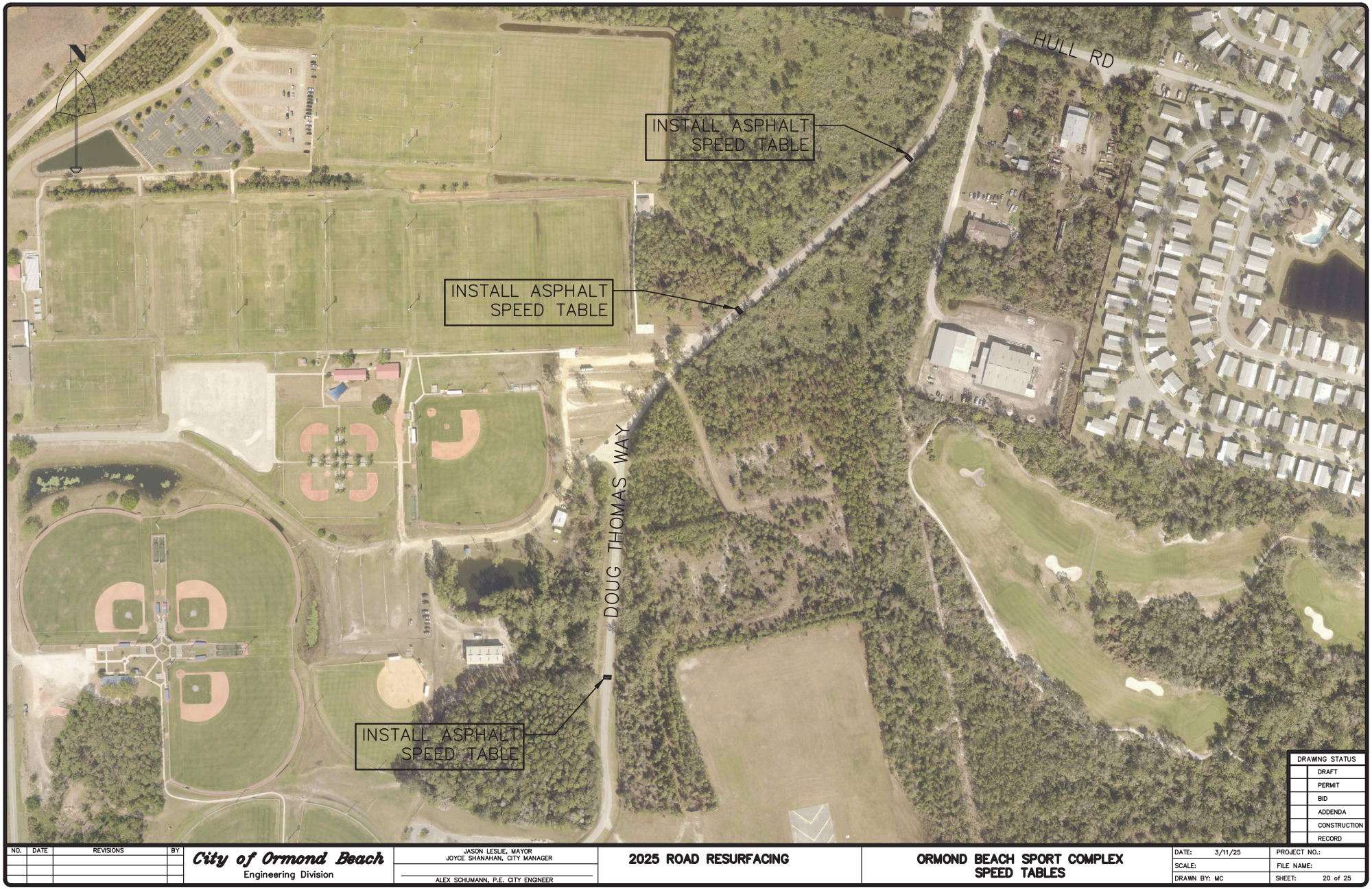
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

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



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

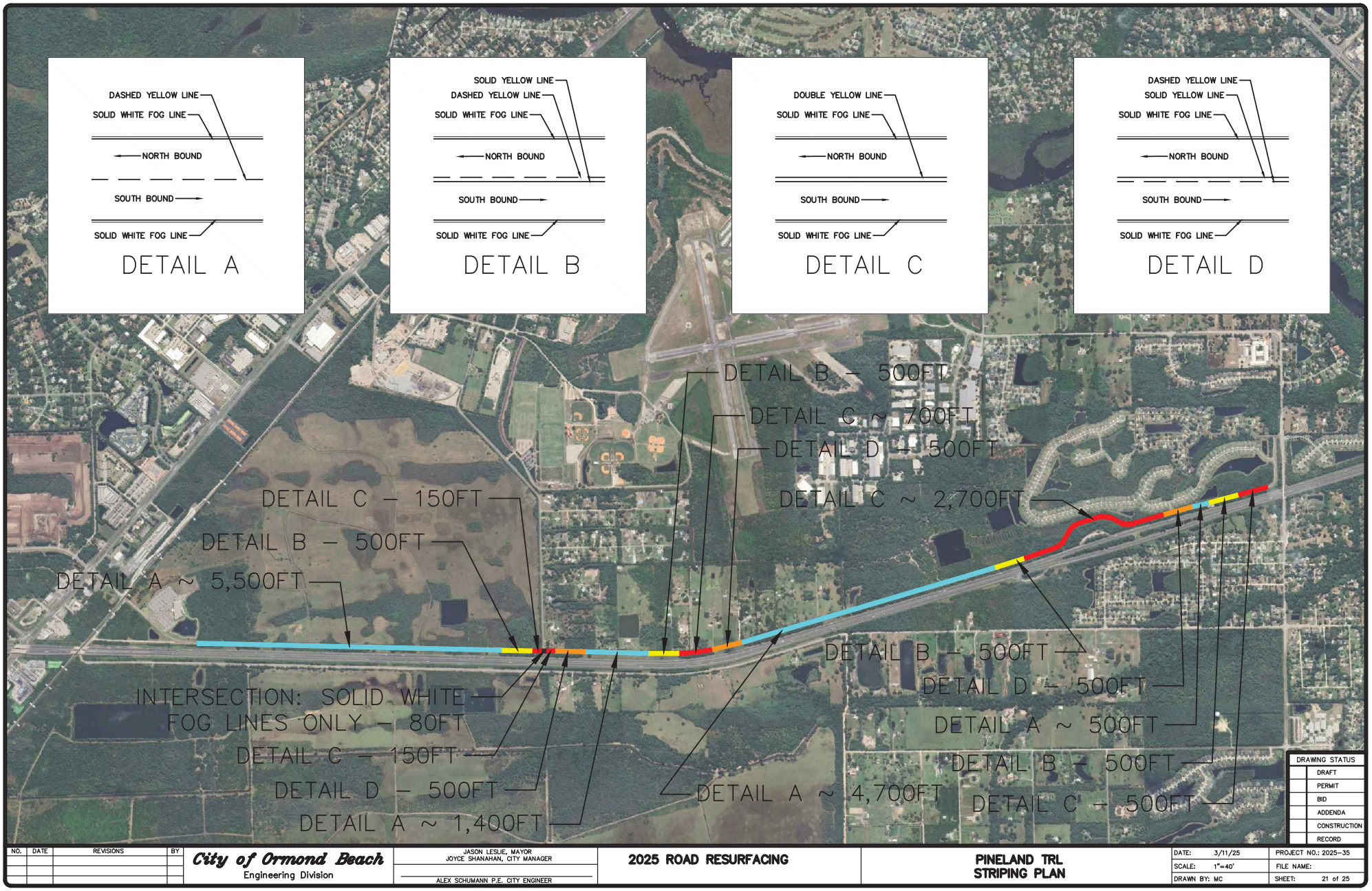
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2025 ROAD RESURFACING

ORMOND BEACH SPORT COMPLEX SPEED TABLES

DATE: 3/11/25	PROJECT NO.:
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 20 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

PINELAND TRL STRIPING PLAN

DATE: 3/11/25	PROJECT NO.: 2025-35
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 21 of 25

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.

BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FL 32810

FIGURE 8
NEAR-TERM IMPROVEMENTS (1)

PAGE NO.
32

figueroa 12/19/2024 3:07:46 PM NPZ Plan 1
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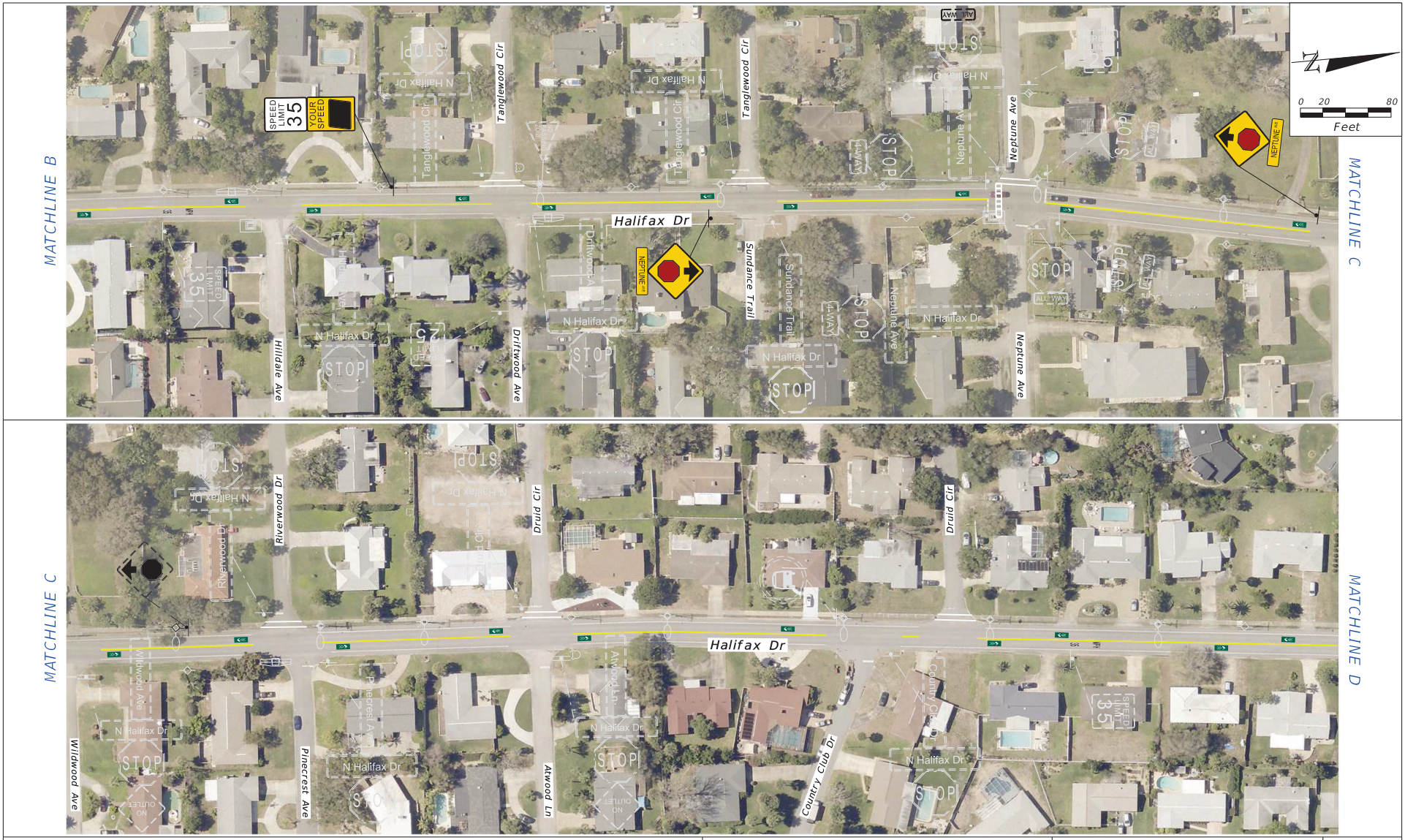

RECOMMENDATIONS

1. Replace the Existing Centerline Yellow Pavement Markings w/ Double-Yellow Pavement Markings.
2. Replace the Existing Speed Limit Sign near Tanglewood Circle 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 Tanglewood Circle, Neptune Avenue, RiverWood Drive, and Druid Circle Intersections.
5. Relocate the Southbound STOP AHEAD (W3-1) Sign Near Neptune Avenue to 150' South.
6. Install New W3-1 Sign Along the Northbound Approach of Neptune Avenue, at 350' from the Intersection.
7. Install High-Emphasis Crosswalk Pavement Markings at the Neptune Avenue Intersection.
8. Install Retroreflective Sheeting on the R1-1 and W3-1 Poles.

BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FL 32810

FIGURE 8
NEAR-TERM IMPROVEMENTS (2)

PAGE NO.
33

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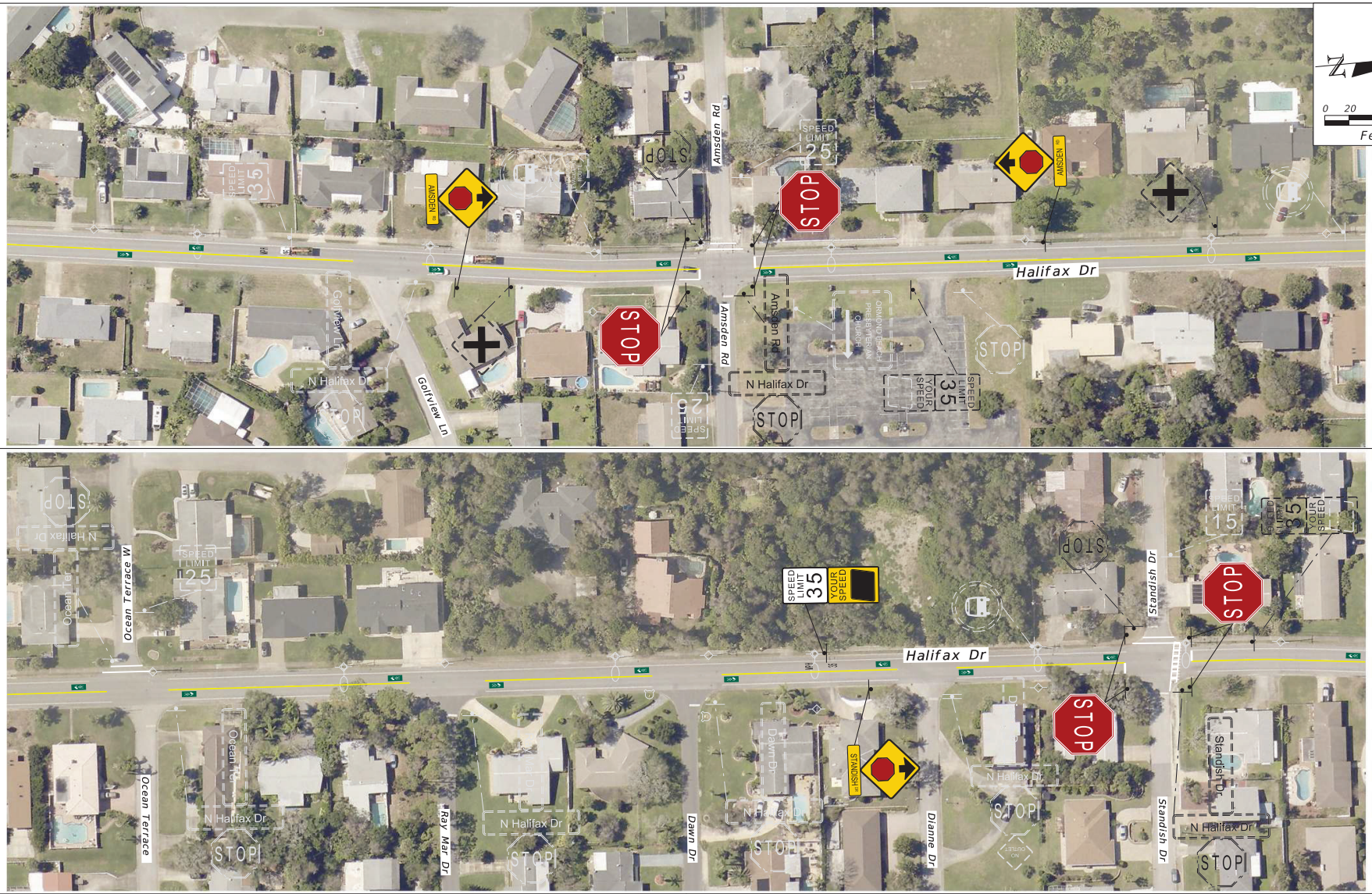

RECOMMENDATIONS

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 Sheeting on the R1-1 and W3-1 Poles.
9. Replace Existing Northbound ESFS near Amsden Road.

BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FL 32810

FIGURE 8
NEAR-TERM IMPROVEMENTS (3)

PAGE NO.
34

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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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BID OPENING TABULATION

Project: 2025 Roadway Resurfacing

Bid Number: 2025-35

Date & Time: May 7, 2024 2:00 PM

Contractor	Add 1	Bid Bond	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total Base + Alternates
P & S Paving	y	y	$964,805.60	$42,532.00	$64,506.50	$123,000.00	$1,194,844.10
Sparks Concrete	y	y	$646,492.00	$16,000.00	$25,085.00	$11,024.00	$698,601.00
Halifax Paving	y	y	$937,115.75	$19,690.00	$54,482.50	$78,856.00	$1,090,144.25
Masci General	y	y	$697,597.55	$18,900.00	$77,375.00	$160,000.00	$953,872.55
							$0.00
							$0.00
							$0.00
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							$0.00
							$0.00
							$0.00

MAY 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 solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Lane Carter
Civil Engineer

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-100
Strategic Goal:	Governance - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase - 2026 International MV 607 4x2 Dump Truck		
Summary:	This is a request to purchase one (1) International MV 607 4x2 dump truck under a competitive bid by the Florida Sheriffs Association contract FSA23-VEH21.1 Spec.#46, from Cumberland International Trucks LLC, 2110 S. Division Ave. Orlando, FL. This vehicle will be replacing vehicle #352, a 2003 International Dump Truck. This vehicle is an integral part of the Utilities Section of Public Works. The vehicle being replaced will be offered for sale through sealed bid procedures or auctioned. It is anticipated approximately $6,000 will be realized. Those funds would be returned to the Vehicle and Equipment Replacement Fund.		
Financial Impact:	Funding was included in the Fiscal Year 2024-25 budget within Fund 408 - Water and Wastewater Vehicle Replacement.		
Citizen Impact:	To provide City staff with suitable equipment and vehicle to provide for routine maintenance activities throughout the City.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends City Commission approval for the purchase of a 2026 International MV 607 4x2 dump truck under the Florida Sheriffs Association contract in the amount of $133,483.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	1. 25-100 Dump Truck for Utilities (P25-0056G) 2. CC 550-25 2026 International MV Dump truck 3. FSA23-VEH21.1 International 352		

Approval:	Kelly McGuire, Finance Director	5/23/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	5/27/2025
	Joyce Shanahan, City Manager	5/29/2025

RESOLUTION NO. 2025-100

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE INTERNATIONAL MV DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #352 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #352, a 2003 International Dump Truck utilized by the City's Utilities Section, which has been determined to have exceeded all criteria for replacement, and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) 2026 International MV 607 4x2 Dump Truck in the amount of $133,483.00, from Cumberland International Trucks of Florida, LLC, under the Florida Sheriffs Association Bid FSA23-VEH21.1, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one (1) 2026 International MV 607 4x2 Dump Truck from Cumberland International Trucks of Florida, LLC, in the amount of $133,483.00, and

WHEREAS, the City Manager has certified that funds for the purchase of the vehicle will be derived from the Water and Wastewater Vehicle Replacement Fund (408) in the amount of $133,483.00, 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 a Purchase Authorization for the purchase of one (1) 2026 International MV 607 4x2 Dump Truck from Cumberland International Trucks of Florida, LLC, in the amount of $133,483.00, under the Florida Sheriffs Association Bid FSA23-VEH21.1, and to pay the costs therefore from the Water and Wastewater Vehicle Replacement Fund (408).

SECTION TWO. The City Commission hereby declares vehicle #352 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500724
Vendor: CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA LLC
Resolution No. 2025-100

Requisition By: Gray Reason: Purchase of One (1) 2026 International MV 607 4x2 Dump Truck
Date: 6/3/2025

Purchase of Purchase of One (1) 2026 International MV 607 4x2 Dump Truck replacing vehicle #352.
Florida Sheriffs Contract FSA23-VEH21.1 Spec. #46
Funding through Fund 408 - Water and Wastewater Vehicle Replacement.

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

PAY ITEM	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	International MV607 4x2	EA	1	$86,793.00	**$86,793.00**
2	FRAME RAILS Heat Treated Alloy Steel	EA	1	$412.00	**$412.00**
3	AXLE, FRONT Meritor MFS-12-122A}	EA	1	$297.00	**$297.00**
4	SUSPENSION, FRONT, SPRING Parabolic	EA	1	$147.00	**$147.00**
5	DRAIN VALVE {Bendix DV-2}	EA	1	$132.00	**$132.00**
6	AIR DRYER {Bendix AD-9SI}	EA	1	$360.00	**$360.00**
7	STEERING COLUMN Tilting	Ea	1	$100.00	**$100.00**
8	BODY BUILDER WIRING	EA	1	$262.00	**$262.00**
9	ELECTRIC TRAILER BRAKE/LIGHTS	EA	1	$290.00	**$290.00**
10	BACK-UP ALARM	EA	1	$96.00	**$96.00**
11	KEYS - ALL ALIKE, ADDITIONAL	EA	1	$46.00	**$46.00**
12	ENGINE, DIESEL {Cummins B6.7 300}	EA	1	$3,564.00	**$3,564.00**
13	ENGINE CONTROL, REMOTE MOUNTED	EA	1	$48.00	**$48.00**
14	TRANSMISSION, AUTOMATIC	EA	1	$5,198.00	**$5,198.00**
15	AXLE, REAR, SINGLE	EA	1	$872.00	**$872.00**
16	SEAT, DRIVER {National 2000}	EA	1	$93.00	**$93.00**
17	GRAB HANDLE (2)	EA	1	$70.00	**$70.00**
18	SEAT, PASSENGER {National 2000}	EA	1	$406.00	**$406.00**
19	MIRRORS (2) C-Loop	EA	1	$101.00	**$101.00**
20	11R22.5 Load Range G AH37	EA	2	$98.00	**$196.00**
21	14 foot contractors	EA	1	$29,000.00	**$29,000.00**
22	36 inch tool box	EA	1	$750.00	**$750.00**
23	4 Corner LED Strobe	EA	1	$1,500.00	**$1,500.00**
24	Saftey kit	EA	1	$350.00	**$350.00**
25	Spray on bed liner	EA	1	$1,500.00	**$1,500.00**
26	Trailer Tow Package	EA	1	$900.00	**$900.00**
				Total	**$133,483.00**

SIGNED BY (CITY):

_____
MAYOR

_____
CITY MANAGER

DATED: _____

SIGNED BY(VENDOR):

_____
PRINCIPAL OF COMPANY

_____
WITNESS

DATED:_____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

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

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

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:
The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which

is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

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

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

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

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

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are <u>not</u> 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

FSA23-VEH21.1: Heavy Trucks & Buses Terms & Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

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

3.02 STATEMENT OF AUTHORITY

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

3.03 VENDOR CONTACT INFORMATION

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

3.04 ADDITIONS OR DELETIONS

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

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

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

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

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

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

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

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

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

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

Changes to Manufacturer Production or Design

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

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

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

3.07 CONDITIONS

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

3.08 PRODUCTION CUTOFF

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

3.09 FACILITIES

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

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

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

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

3.11 SPECIAL SERVICE VEHICLES

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

3.12 CAB AND CHASSIS PURCHASES

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

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

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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

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

3.14 VENDOR-INSTALLED OPTIONS

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

3.15 NON-SCHEDULED OPTIONS

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

3.16 FORCE MAJEURE

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

3.17 PURCHASE ORDERS

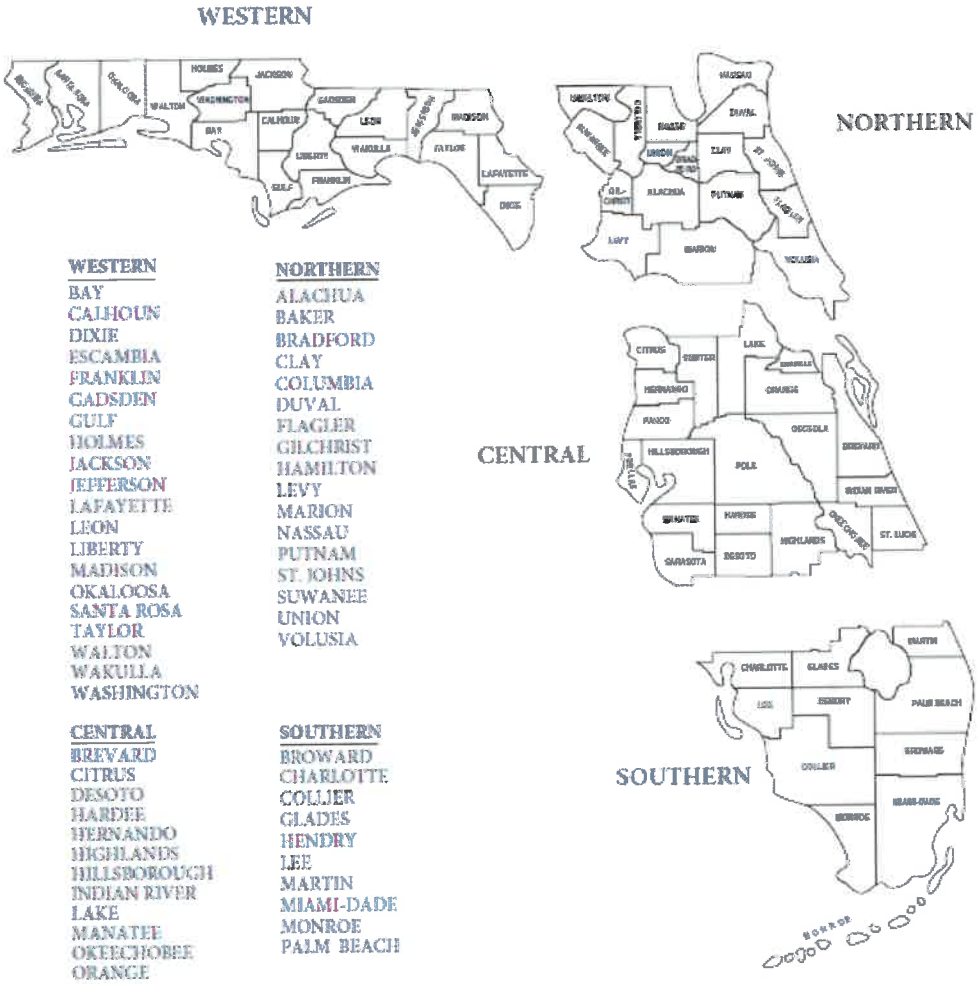
To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

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

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

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
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SUMTER

SOUTHERN
BROWARD
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COLLIER
GLADES
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LEE
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MIAMI-DADE
MONROE
PALM BEACH

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FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEH21.1 Heavy Trucks & Buses Extension Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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

Contract Extension Amendment
Contract FSA23-VEH21.0: Heavy Trucks and Busses
Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

H. Oliver

Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program

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
FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

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

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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: # 352	**Evaluated by**	**Christine Jarrell, Garage Supervisor**
Dept.3024 Waste Water Coll	**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 21 points because it is 21 years old.	21	2003 International dump body
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	5	45,642 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	Dump body has rust in front floor. Rear bumper bent both sides. Light lenses all faded. Interior is worn. Some amout of rust on the body. Engine has an oil leak. Hyd leak on piston just dampness. This truck over all condition is still good to keep in service and push out another year are so. .
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'.	3	Wastewater collection
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.	3	Purchase Price $44,238.00 $34,011.12 LTD M&R 76% of Purchase Price Cost per mile $.74
Have warranties expired?	yes	**Check if general overall condition can defer vehicle replacement**
Total Points	**36**	**(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

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 46, International, MV, 607

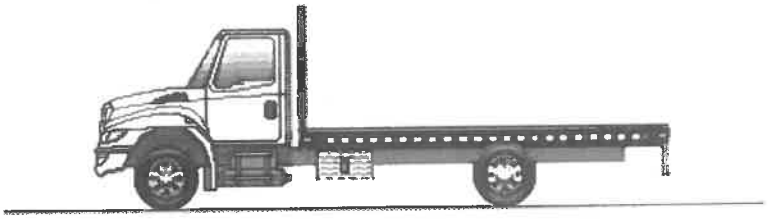
Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$87,817.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$86,793.00	Build	Options
Central	Primary	Sun State International Trucks	$86,716.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	$86,793.00	Build	Options
Southern	Primary	Rechtien International Trucks	$83,205.00	Build	Options

INTERNATIONAL

April 29, 2025

Prepared For:
Ormond Beach, City Of
Danny McIlrath
500 N Orchard St.
Ormond Beach, FL 32174-9512
(386)676 - 3265
Reference ID: Flat dump

Presented By:
Cumberland International Trucks
Chuck Calhoun
2110 S. Division Ave.
Orlando FL 32810 -
(407)849-6440



Model Profile
2026 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Stake Flat
MISSION:	Requested GVWR: 33000. Calc. GVWR: 35000. Calc. GCWR: 50000 Calc. Start / Grade Ability: 42.74% / 1.67% @ 55 MPH Calc. Geared Speed: 85.6 MPH
DIMENSION:	Wheelbase: 181.00, CA: 113.90, Axle to Frame: 65.00
ENGINE, DIESEL:	(Cummins B6.7 300) EPA 2024, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	(Allison 3500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	(Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	(Meritor RS-23-160) Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differentia , 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic 932WP Wheel: 0001, Canyon Black (Std)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 181.00 Wheelbase, 113.90 CA, and 65.00 Axle to Frame.	5381/3069	8450
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION 4x2	0/0	0
	Notes : Pricing may change if axle configuration is changed.		
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL	70/225	295
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black	0/0	0
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	75/-75	0
2ASC	AXLE, FRONT NON-DRIVING (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity	42/0	42
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	36/0	36
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free		
	Notes : In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4722	DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank	2/0	2
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EDN	AIR DRYER (Bendix AD-9SI) with Heater, Includes Safety Valve	19/-2	17
4EXP	BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 SqIn	16/0	16
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 SqIn Spring Brake	0/39	39
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	0/0	0
4LAA	SLACK ADJUSTERS, FRONT (Haldex) Automatic	14/0	14
4LGA	SLACK ADJUSTERS, REAR (Haldex) Automatic	0/16	16
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	37/1	38

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	38/13	51
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	0/0	0
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/0	0
5708	STEERING COLUMN Tilting	14/2	16
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	27/-5	22
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710. for 4x2/6x2	6/22	28
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/ Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits, Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	28/25	53
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VBE	HORN, ELECTRIC (1) Trumpet Style	0/0	0
8VUX	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/0	8
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HCW	GRILLE Molded in Black	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WP"	0/0	0
10632	PAINT IDENTITY, PT-2 Single Color, Instruction No. 932. Wheels	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10BAE	LABEL, DEF "DEF ONLY"	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250	0/0	0
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension	12/0	12
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EXX	ENGINE, DIESEL (Cummins B6.7 300) EPA 2024, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)	0/0	0
12TSY	FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On	0/0	0
	Includes : FAN Nylon		
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12VKB	EMISSION, CALENDAR YEAR (Cummins B6.7) EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCE	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 738 Sqln Louvered, with 477 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BDR	TRANSMISSION, AUTOMATIC (Allison 3500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	222/61	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic, 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends , Gear Ratio: 5.63	0/415	415
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/86	86
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	21/8	29
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
	Includes : CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16KDB	SEAT, PASSENGER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust	61/23	84
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	-21/-7	-28
16SED	GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar	4/0	4
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors for 102" Load Width	-2/0	2

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Notes Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
7372135809	(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position	56/0	56
7372135810	(4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive	0/140	140
	Cab schematic 100WP		
	Location 1: 9219, Winter White (Std)		
	Chassis schematic 932WP		
	Wheel: 0001, Canyon Black (Std)		
	Services Section:		
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
	Total Component Weight:	**6242/4044** (lbs)	**10286** (lbs)
1	Heavy duty contractor dump per County spec.	0/0	0
	Total Body Allied:	**0/0** (lbs)	**0** (lbs)
	Strobe Lights.	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	FSA fees	0/0	0
	Current tariff charge	0/0	0
	Bed liner	0/0	0
	Trailer tow package	0/0	0
	Total Goods Purchased:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

old model # change updated for 2026
KW

4/30/2025

Cumberland

TRUCK / IDEALEASE / BUS / FIRE / SPOTTER

CUMBERLAND-COMPANIES.COM

◆2017 AND 2018 DEALER OF THE YEAR

FLORIDA SHERIFF'S ASSOCIATION Contract - BID FSA23-VEH21

Customer: Ormond Beach
Date of Quote: 4/29/2025

			Quantity	Unit Cost	extended
Specification:	46	**Region:** Central			
Base Price:	2026 INTERNATIONAL MV		1	$ 86,793.00	$ 86,793.00
Contract Options:					
1CAE	Frame up-garde to 120 PSI		1	$ 412.00	$ 412.00
2ASC	12K front axle		1	$ 297.00	$ 297.00
3ADC	12K front suspension		1	$ 147.00	$ 147.00
4722	DV-2 drain valve		1	$ 132.00	$ 132.00
4EDN	Air Dryer		1	$ 360.00	$ 360.00
5708	Tilt wheel		1	$ 100.00	$ 100.00
8HAA	Body Builder wiring to rear of frame		1	$ 262.00	$ 262.00
8HAD	Electric trailer brake wiring		1	$ 290.00	$ 290.00
8THB	Back up alarm		1	$ 96.00	$ 96.00
10VAA	Keys alike with 3rd key		1	$ 46.00	$ 46.00
12EXX	300 HP engine		1	$ 3,564.00	$ 3,564.00
12XBM	Remote engine control		1	$ 48.00	$ 48.00
13BDR	3000 series transmission		1	$ 5,198.00	$ 5,198.00
14AGR	21.000 rear axle with Diff Locks		1	$ 872.00	$ 872.00
16JNT	Air ride drivers seat		1	$ 93.00	$ 93.00
16SED	Grab handles		1	$ 70.00	$ 70.00
16PRV	Air ride passengers seat		1	$ 406.00	$ 406.00
16SNM	Heated mirrors		1	$ 101.00	$ 101.00
7372135809	11R 22. 5 G rated front tires		1	$ 98.00	$ 98.00
7372135809	11R 22. 5 G rated rear tires		1	$ 98.00	$ 98.00
14CD	14 foot flat bed dump body		1	$ 29,000.00	$ 29,000.00
36TBOX	Under body tool box		1	$ 750.00	$ 750.00
STROBE	4 corner strobe lights		1	$ 1,500.00	$ 1,500.00
Safety	Saftey kit		1	$ 350.00	$ 350.00
Liner	Bed Liner		1	$ 1,500.00	$ 1,500.00
Class4hitch	Trailer tow package		1	$ 900.00	$ 900.00

Non-Contract Options:

Total:	$ 133,483.00	$ 133,483.00
		$ -
		$ -
Total Purchase Order Amount:		$ 133,483.00

Cab Color:	White	**included in base price
Body Color:	Black	**included in base price

Prepared By:
Chuck Calhoun
Cumberland International Trucks LLC 2110 S Division AVE Orlando FL 32805
office - 407.849.6440 / fax - 407.295.9727 / email - ccalhoun@cltte.com

FSA 23-21 options

Florida Sheriffs Assocation Cooperative Purchasing Program Options

Bidder : Cumberland International Trucks of Florida LLC
Item make & Model: International MV607 4x2
Item Number: 46

Mfg. Order Code	Price	Description	Factory or Vendor Installed?	Factory Invoice MSRP Discount %	Cost Plus Markup % Vendor Installed
0001CAE	412.00	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312"	Factory	20%	
0001CAG	682.00	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375"	Factory	20%	
0001CAH	821.00	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438"	Factory	20%	
0001CAD	318.00	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 10.250" x 3.092" x 0.375"	Factory	20%	
0001LNN	270.00	BUMPER, FRONT Contoured, Steel, Chrome Plated	Factory	20%	
0001SAL	93.00	CROSSMEMBER, REAR, AF (1)	Factory	20%	
0001SAM	182.00	CROSSMEMBER, REAR, AF (2)	Factory	20%	
0001WAC	40.00	BUMPER EXTENSION, FRONT 4.0"	Factory	20%	
0001WDS	472.00	FRAME EXTENSION, FRONT Bolt On Type; 20" In Front of Grille	Factory	20%	
0001WEJ	279.00	WHEELBASE RANGE 175" (505cm) Through and Including 254" (645cm)	Factory	20%	
0001WEK	458.00	WHEELBASE RANGE 256" (650cm) Through and Including 311" (790cm)	Factory	20%	
0001WRS	1238.00	FRAME EXTENSION, FRONT Bolt On Type; 20" In Front of Grille, with Crossmember	Factory	20%	
1572	60.00	TOW HOOK, REAR (2)	Factory	20%	
1616	70.00	FRAME RAILS WITH TAPERED REAR	Factory	20%	
0002AST	417.00	AXLE, FRONT NON-DRIVING (Meritor MFS-14-122A) I-Beam Type, 14,000-lb Capacity	Factory	20%	
0002ASC	297.00	AXLE, FRONT NON-DRIVING (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity	Factory	20%	
0003ADC	147.00	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absor	Factory	20%	
0003ADD	600.00	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absor	Factory	20%	
3770	89.00	SPRINGS, FRONT AUXILIARY Rubber	Factory	20%	
0004AAX	110.00	HOSE TENDER Slide Bar with (2) Double Spring Brackets; Bar Extended 4.0" From Cab	Factory	20%	
0004AZE	1181.00	AIR BRAKE ABS (Wabco AntiLock Brake System) (4-Channel)	Factory	20%	
0004AZJ	1254.00	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control (4-Channel) Automatic Trac	Factory	20%	
0004AZS	2846.00	AIR BRAKE ABS (Bendix AntiLock Brake System) with Electronic Stability Program with Automatic Tracti	Factory	20%	
0004EDN	360.00	AIR DRYER (Bendix AD-9SI) with Heater, Includes Safety Valve	Factory	20%	
0004VJL	63.00	AIR DRYER LOCATION Mounted Outside Left Rail, 51" Back of Cab ITS NOW MOUNTED INSIDE ON THE I	Factory	20%	
0004VKJ	126.00	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to R:	Factory	20%	
0004VKX	126.00	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab	Factory	20%	
0004WWZ	84.00	DRAIN VALVE (3) with Pull Chains for Air Tanks	Factory	20%	
0004WXS	95.00	TRAILER HOSES AND CABLES Coiled, Nylon Hose, 40' Working Length, 36" Tractor Lead Length	Factory	20%	
4619	434.00	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight	Factory	20%	
4692	292.00	HOSE TENDER Flexible Pogo Stick Type	Factory	20%	
4722	132.00	DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank	Factory	20%	
4808	114.00	HOSE TENDER Slide Bar with Double Spring Bracket; Bar Extended 4.0" From Cab	Factory	20%	
0005PRR	221.00	STEERING GEAR (TRW (Ross) TAS66) Power	Factory	20%	

0005PSA	96.00	STEERING GEAR {SHEPPARD M100ARD} Power	Factory	20%
5708	100.00	STEERING COLUMN Tilting	Factory	20%
5710	370.00	STEERING COLUMN Tilting and Telescoping	Factory	20%
0006DGC	490.00	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	Factory	20%
0007BEU	222.00	AFTERTREATMENT COVER Aluminum	Factory	20%
0007BLV	929.00	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab	Factory	20%
0007BLW	1702.00	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, Ver	Factory	20%
0007BMJ	1734.00	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail Back of C	Factory	20%
0007SCP	147.00	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	Factory	20%
0007SDP	1957.00	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Sv	Factory	20%
0007WBA	166.00	TAIL PIPE (1) Turnback Type, Bright	Factory	20%
0007WBS	106.00	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	Factory	20%
0007WCW	96.00	TAIL PIPE (1) Horizontal, Short, Exits Right Side, 90 Degree Turnout	Factory	20%
0007WZX	45.00	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBI	Factory	20%
0008GGG	393.00	ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt 165 Amp. Capacity, Pad Mount, with Remote Voltag	Factory	20%
0008GXB	401.00	ALTERNATOR {Leece-Neville AVI160P2003} Brush Type; 12 Volt 240 Amp. Capacity, Pad Mount, with Re	Factory	20%
0008GXC	323.00	ALTERNATOR {Leece-Neville AVI160P2007} Brush Type; 12 Volt 210 Amp. Capacity, Pad Mount, with Re	Factory	20%
0008GXK	1086.00	ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remo	Factory	20%
0008HAA	262.00	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits	Factory	20%
0008HAG	290.00	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop,	Factory	20%
0008HAH	290.00	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop	Factory	20%
0008HBE	622.00	WIRING, SPECIAL Altec Body Pre-Wire for Power Distribution Module, Cab Pass Thru for 102 Pin Connec	Factory	20%
0008MJU	226.00	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	Factory	20%
0008MSG	82.00	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	Factory	20%
000MVY	792.00	BATTERY SYSTEM {ODYSEEY AGM (2) MAINTENCE FREE 2300 CCV	Factory	20%
0008RMH	141.00	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp; Battery Box Mounted, Locks with Pac	Factory	20%
0008RPS	386.00	AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	Factory	20%
0008RMZ	110.00	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	Factory	20%
0008THB	96.00	BACK-UP ALARM Electric, 102 dBA	Factory	20%
0008TKC	170.00	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn and Tail Lightsle,	Factory	20%
0008TKK	98.00	TRAILER AUXILIARY FEED CIRCUIT Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp F	Factory	20%
0008TMG	351.00	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Combined wit	Factory	20%
0008TPA	1416.00	DATA RECORDER Includes Display Mounted in Overhead Console	Factory	20%
0008TPL	1200.00	COLLISION MITIGATION SYSTEM {Bendix Wingman Advanced} Adaptive Cruise Control with Collision M	Factory	20%
0008TPR	142.00	STOP, TURN, TAIL & B/U LIGHTS {Weldon} LED Multi-Function Lamp, Mounted Outside Rails, Includes L	Factory	20%
0008TRG	2861.00	COLLISION MITIGATION SYSTEM {Bendix Wingman Fusion} Adaptive Cruise Control w/Collision Mitigati	Factory	20%
0008TRS	179.00	STOP, TURN, TAIL & B/U LIGHTS {Grote} Multi-Function, Sealed, SuperNova LED Lights for Stop, Turn	Factory	20%
0008TSB	1165.00	COLLISION WARNING SYSTEM {Bendix BlindSpotter} Side Object Detection System;	Factory	20%
0008VBA	381.00	POWER SOURCE, SPECIAL for Customer Installed Lift Gate; 200 Amp Max,	Factory	20%
0008VUL	142.00	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	Factory	20%
0008VUM	328.00	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of	Factory	20%
0008VUY	61.00	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Left Side Back of Cab	Factory	20%
0008WAA	135.00	LIGHT, WORK {Truck Lite 81 Series} LED, Pedestal Mounted, Back of Cab, with Switch on Instrument Par	Factory	20%
0008WBW	134.00	JUMP START STUD Remote Mounted	Factory	20%

0008WDG	169.00	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA	Factory	20%
0008WGL	34.00	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set	Factory	20%
0008WLL	95.00	LIGHT, WORK Pedestal Mounted, Back of Cab, with Switch on Instrument Panel	Factory	20%
0008WPZ	34.00	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	Factory	20%
0008WRB	34.00	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	Factory	20%
008XPA	790.00	HEADLIGHTS LED, with Daytime Running Lights, Automatic Twilight Controlled	Factory	20%
0008WTK	154.00	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	Factory	20%
0008WXB	39.00	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Pos	Factory	20%
0008WXD	34.00	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT"	Factory	20%
0008WXG	121.00	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	Factory	20%
0008WZP	47.00	INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Pan	Factory	20%
0008XDU	369.00	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under C	Factory	20%
0008XHD	238.00	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mount	Factory	20%
0008XHN	75.00	AIR HORN	Factory	20%
0008VUL	514.00	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	Factory	20%
0008XKC	111.00	HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled	Factory	20%
0008XKM	46.00	SWITCH, AIR HORN, PASSENGER Fire Truck Application; Momentary Switch Located in Instrument Pane	Factory	20%
8718	24.00	POWER SOURCE Cigar Type Receptacle without Plug and Cord	Factory	20%
0009HAN	142.00	INSULATION, UNDER HOOD for Sound Abatement	Factory	20%
0009WAC	105.00	BUG SCREEN Mounted Behind Grille	Factory	20%
0010BAE	6.00	LABEL, DEF "DEF ONLY"	Factory	20%
0010EYD	1417.00	FIFTH WHEEL, STATIONARY {Fontaine SL7FMA-D69-2} Cast Top Plate, 7.69" Above Top of Frame, Left H	Factory	20%
0010VAA	46.00	KEYS - ALL ALIKE, ADDITIONAL 3 Keys	Factory	20%
0010WPR	84.00	MUD FLAP HOLDER Spring Loaded, Painted Black; with Red and White Reflective Tape; Less Flaps	Factory	20%
0010WPY	75.00	MUD FLAPS, REAR Black Rubber, Anti-Sail Less Logo; Less Holders	Factory	20%
0010WTR	150.00	QUARTER FENDERS for Rear Wheels, Black Plastic; Frame Mounted	Factory	20%
0010WUE	61.00	MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension	Factory	20%
10771	560.00	PAINT CLASS Single Custom Color	Factory	20%
10943	38.00	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys	Factory	20%
0012EYX	6980.00	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 220	Factory	20%
0012EYY	7230.00	ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 220	Factory	20%
0012EXT	1261.00	ENGINE, DIESEL {Cummins B6.7 240} EPA 2024, 240HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 26	Factory	20%
0012EXV	2430.00	ENGINE, DIESEL {Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 26	Factory	20%
0012EXX	3564.00	ENGINE, DIESEL {Cummins B6.7 300} EPA 2024, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 26	Factory	20%
0012EYW	5854.00	ENGINE, DIESEL {{Cummins L9 300} EPA 2024 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 220	Factory	20%
0012EXU	1795.00	ENGINE, DIESEL {Cummins B6.7 250} EPA 2024, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 26	Factory	20%
0012THJ	349.00	FAN DRIVE {Horton Drivemaster} Automatic On/Off Type, with Normally Closed Temperature Control	Factory	20%
0012THT	643.00	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Diseng	Factory	20%
0012WPW	229.00	OIL PAN Extended Service Interval, 19 Quart Capacity, For Cummins ISB/B6.7 Engines	Factory	20%
0012WBR	23.00	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	Factory	20%
0012XBM	48.00	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PT	Factory	20%
0013ASY	27.00	AUTOMATIC NEUTRAL Allison WT, 3000 & 4000 Series Transmission Shifts to Neutral When Parking Bra	Factory	20%
0013BBM	624.00	TRANSMISSION, AUTOMATIC {Allison 2500 EVS} 5th Generation Controls, Wide Ratio, 6-Speed	Factory	20%
00013BCU	6914.00	TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 5th Generation Controls, Close Ratio, 6-Speed	Factory	20%

00013BDT	7134.00	TRANSMISSION, AUTOMATIC {Allison 3500 EVS} 5th Generation Controls, Close Ratio, 6-Speed	Factory	20%
0013BDR	5198.00	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed	Factory	20%
0013BCS	5278.00	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed	Factory	20%
0013WEH	103.00	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged a	Factory	20%
0013WUD	103.00	ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS), Rescue, Ambulance	Factory	20%
0013WYH	125.00	TRANSMISSION TCM LOCATION Located Inside Cab	Factory	20%
0014AWD	301.00	AXLE, REAR, SINGLE {Dana Spicer 21060S} Single Reduction, 21,000-lb Capacity, R Wheel Ends	Factory	20%
0014AGR	872.00	AXLE, REAR, SINGLE {Dana Spicer 21060D} 21,000-lb Capacity, Driver Control Locking Differential, 200 V	Factory	20%
0014AGE	1767.00	AXLE, REAR, SINGLE {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wh	Factory	20%
0014AHG	2045.00	AXLE, REAR, SINGLE {Dana Spicer S23-190D} Hypoid Gearing, 23,000-lb Capacity, Driver Control Locking	Factory	20%
0014AHK	2712.00	AXLE, REAR, SINGLE {Dana Spicer S26-190} Single Reduction, 26,000-lb Capacity, R Wheel Ends	Factory	20%
0014AHL	3026.00	AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Loc	Factory	20%
0014SCD	1571.00	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with (3) Torque Rods	Factory	20%
0014SCE	1411.00	SUSPENSION, REAR, SINGLE 23,000-lb Capacity, Vari-Rate Springs, with (3) Torque Rods	Factory	20%
0014CVC	2818.00	MERRITOR RS23-240 TWO SPEED REAR AXLE 23,000-LB CAPACITY	Factory	20%
0014SZB	166.00	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity	Factory	20%
0014TAX	1903.00	SUSPENSION, REAR, AIR, SINGLE {Hendrickson HAS 230} 23,000-lb Capacity, 9.5" Ride Height, with Shoc	Factory	20%
0014TAY	2073.00	SUSPENSION, REAR, AIR, SINGLE {Hendrickson HAS 230} 23,000-lb Capacity, 10.6" Ride Height, with Sh	Factory	20%
0014TDU	1070.00	SUSPENSION, REAR, AIR, SINGLE {International IROS} 20,000-lb Capacity, 9.25" Ride Height, with Shock	Factory	20%
0014TDV	1090.00	SUSPENSION, REAR, AIR, SINGLE{International IROS} 21,000-lb Capacity, 9.25" Ride Height, with Shock /	Factory	20%
0014VAJ	215.00	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubb	Factory	20%
0014VAG	78.00	SUSPENSION, REAR, SINGLE 20,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubb	Factory	20%
0014WAP	137.00	SHOCK ABSORBERS, REAR (2)	Factory	20%
0014WAS	121.00	SUSPENSION LEVELING VALVE Dual Height; One Additional, for Air Ride Suspension	Factory	20%
14881	1252.00	DIFFERENTIAL, LOCKING {Detroit Locker} No-Spin; for Meritor Rear Axles; Not with Meritor 185 & 186 F	Factory	20%
14899	130.00	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab	Factory	20%
0015BAA	186.00	DEF TANK COVER Stainless Steel	Factory	20%
0015DYT	890.00	FUEL TANK (2) Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 40 US Gal Left Side; 50 US	Factory	20%
0015LNG	522.00	FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-F	Factory	20%
0015SGD	361.00	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L) Left Side, U	Factory	20%
0015SGG	241.00	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Left Side, Ur	Factory	20%
0015SXJ	274.00	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, for clean	Factory	20%
0015WCN	142.00	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	Factory	20%
0015WCS	221.00	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	Factory	20%
0015WEX	379.00	DEF TANK 16.5 US Gal (62.5L) Capacity, Frame Mounted Outside Left Rail, Back of Cab	Factory	20%
0016CAB	4478.00	CAB Conventional, Extended	Factory	20%
0016GEG	390.00	GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chas	Factory	20%
0016GHU	26.00	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	Factory	20%
0016GHV	51.00	GRAB HANDLE, CAB INTERIOR (4) Safety Yellow, Crew Cab	Factory	20%
0016HCL	1186.00	SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in th	Factory	20%
0016HGH	38.00	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	Factory	20%
0016HHE	24.00	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	Factory	20%
0016HKE	102.00	GAUGE, LOAD INDICATING REAR Text Message in Cluster Display, for use with Rear Air Suspension	Factory	20%
0016HLR	46.00	VIRTUAL GAUGE, AIR APPLICATION Requires Premium Cluster	Factory	20%

0016HLU	38.00	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster	Factory	20%
0016HMB	101.00	GAUGE, AIR CLEANER RESTRICTION {Fleetguard} LED Air Restriction Indicator, Under Hood Air Cleaner M	Factory	20%
0016JNT	93.00	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1	Factory	20%
0016KAW	525.00	SEAT, TWO-MAN PASSENGER {National} Vinyl, with Under Seat Storage Compartment	Factory	20%
0016LJY	2083.00	SEAT, REAR {National 2000} Three Individual Seats, NFPA Compliant, Air Suspension, High Back, Vinyl, I:	Factory	20%
0016LKA	1426.00	SEAT, REAR {National 2000} Two Individual Outboard Seats, NFPA Compliant, Air Suspension, High Back	Factory	20%
0016LUM	414.00	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Under Seat	Factory	20%
0016RPV	406.00	SEAT, PASSENGER {National 2000} Air Suspension, High Back Vinyl, Isolated, 1 Chamber Lumbar	Factory	20%
0016SAP	94.00	GRAB HANDLE, ADDITIONAL EXT (1) Chrome; Towel Bar Type with Anti-Slip Rubber Rear Door, with Cre	Factory	20%
0016SDC	189.00	GRAB HANDLE (2) Chrome Towel Bar Type with Anti-Slip Rubber Inserts; Mounted Left and Right, Each	Factory	20%
0016SDD	189.00	GRAB HANDLE, ADDITIONAL EXT (2) Chrome; Towel Bar T; Mounted Left and Right Side on Crew Cab	Factory	20%
0016SSG	88.00	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (1) Right Side, Black, 7.5" Sq.	Factory	20%
0016SSC	216.00	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	Factory	20%
0016SSH	109.00	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (1) Right Side, Bright, 7.5" Sq.	Factory	20%
0016SED	70.00	GRAB HANDLE (2) Black, Aluminum; for Cab Entry Mounted Left and Right each Side at "B" Pillar	Factory	20%
0016SSD	263.00	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	Factory	20%
0016SSE	305.00	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.	Factory	20%
0016SMH	461.00	SEAT, TWO-MAN PASSENGER {National} Fixed Back, I Vinyl, with Under Seat Storage Compartment	Factory	20%
0016SML	482.00	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Vinyl, Less Under Seat Storage Compartment	Factory	20%
0016SMM	318.00	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	Factory	20%
0016SMP	443.00	SEAT, TWO-MAN PASSENGER {National} Vinyl, Less Under Seat Storage Compartment	Factory	20%
0016SMT	669.00	SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard Headrests	Factory	20%
0016SNM	101.00	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Convex Mirrors, for 102" Load Width	Factory	20%
0016SSP	287.00	MIRRORS (2) C-Loop, Heated, Turn Signals, Bright Heads, Black Arms, 7" x 14.5" Glass, Includes 8" x 6" (	Factory	20%
0016SST	437.00	MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Black Heads and Arms f	Factory	20%
0016SSS	503.00	MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Bright Heads and Arms,	Factory	20%
0016SNS	279.00	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, Convex Mirrors,	Factory	20%
0016SNT	404.00	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads Convex Mirrors,	Factory	20%
0016SNU	364.00	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, " Convex Mirrors,	Factory	20%
0016SNV	466.00	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, Convex Mir	Factory	20%
0016SNW	39.00	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"	Factory	20%
0016SNX	46.00	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"	Factory	20%
0016SPE	5296.00	SEAT, PASSENGER {National Model HP} RollTek Equipped, Air Suspension, High Back, Mordura Cloth,	Factory	20%
0016SPG	5249.00	SEAT, PASSENGER {National Model HP} RollTek Equipped, Air Suspension, High Back, Vinyl,	Factory	20%
0016SPH	5478.00	SEAT, PASSENGER {National Model HP} RollTek Equipped, Air Suspension, High Back, Vinyl Boxing/ Leat	Factory	20%
0016SSU	503.00	MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Bright Heads and Arms,	Factory	20%
0016VBS	51.00	CONSOLE, CENTER Polypropylene, with One Coin Holder, One Cup Holder and One Thermos Holder,	Factory	20%
0016VCA	40.00	SEAT BELT All Red; 4 to 6	Factory	20%
0016VCB	40.00	SEAT BELT All Orange; 4 to 6	Factory	20%
0016VEX	533.00	CONTROLS, CENTER PANEL Includes Ignition Switch, Headlights and Power Mirror Controls Located in C	Factory	20%
0016VKK	438.00	CAB INTERIOR TRIM Diamond, for Day Cab	Factory	20%
0016VKL	424.00	CAB INTERIOR TRIM Diamond, for Extended Cab	Factory	20%
0016VKM	599.00	CAB INTERIOR TRIM Diamond, for Crew Cab	Factory	20%
0016VLK	458.00	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	Factory	20%

0016WBY	36.00	ARM REST, RIGHT, DRIVER SEAT	Factory	20%
0016WBZ	36.00	ARM REST, LEFT, PASSENGER SEAT	Factory	20%
0016WEE	72.00	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	Factory	20%
0016WJU	294.00	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	Factory	20%
0016WJV	693.00	WINDOW, POWER (4) And Power Door Locks, Front and Rear Doors, Left and Right, Includes Express Dc	Factory	20%
0016WLM	110.00	HOURMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster	Factory	20%
0016SSE	305.00	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Breakaway, Bright, Heated	Factory	20%
0016WZZ	52.00	ARM REST, PASSENGER REAR for Inboard Arm Rest on Crew Cab	Factory	20%
0016XJP	266.00	INSTRUMENT PANEL Wing Panel	Factory	20%
0016XTK	521.00	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or E	Factory	20%
0016XWD	278.00	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights	Factory	20%
0016XYV	1421.00	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Crew Cab	Factory	20%
0016ZHM	353.00	ACCESS, CAB AND FRAME Steel, Driver & Passenger Sides, Two Steps per Door; Left Side Frame Access S	Factory	20%
16136	669.00	AIR CONDITIONER, PROVISION FOR second AC compressor	Factory	20%
16196	8246.00	CAB Conventional 6-Man Crew Cab	Factory	20%
0027DUL	163.00	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 1	Factory	20%
0027DVN	400.00	WHEELS, FRONT {Accuride 42644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum,	Factory	20%
0028DUL	364.00	WHEELS, REAR {Accuride 29300} DUAL DISC: 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole,	Factory	20%
0028DVN	835.00	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum,	Factory	20%
0040XUK	2271.00	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 60-Month/150,000 Miles, Excludes Extended Engine	Factory	20%
0040YYK	2824.00	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/150,000 Miles, Protection Plan 1 and Aft	Factory	20%
0060AKY	78.00	BDY INTG, DASH IND LT TRICOLOR (1) for Optional Usage Customer to Program	Factory	20%
0060ABC	450.00	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine	Factory	20%
0060ACW	62.00	BDY INTG, I/O EXP HARNESS {for Diamond Logic Builder} In-Cab wire harness (DLB) program only,	Factory	20%
0060AJK	71.00	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmab	Factory	20%
0060AAA	552.00	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inpu	Factory	20%
7372135415	406.00	11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	Factory	20%
7372135443	306.00	11R22.5 Load Range G ECOPLUS HS3+ (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position	Factory	20%
7372135809	98.00	11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position	Factory	20%
7472133286	397.00	11R22.5 Load Range G X LINE ENERGY Z (MICHELIN), 502 rev/mile, 75 MPH, All-Position	Factory	20%
7372138132	475.00	11R22.5 Load Range G (GOODYEAR) ENDURANCW RSA 495 rev/mile, 75 MPH, All-Position	Factory	20%
7372138136	481.00	11R22.5 Load Range G ENDURANCE LHS (GOODYEAR), 501 rev/mile, 75 MPH,Drive	Factory	20%
7372135444	325.00	11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	Factory	20%
7372135810	160.00	11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive	Factory	20%
7472133279	444.00	11R22.5 Load Range G X LINE ENERGY D (MICHELIN), 500 rev/mile, 75 MPH, Drive	Factory	20%
HV4x4	23500.00	HV507 4x4 all wheel drive	Factory	20%
HV607	3250.00	HV607 4 x 2	Factory	20%
		Published MV Body Options Vendor/Dealer Installed		
SAFETY	350.00	DOT inspection includes Triangles and 5 pound Fire Ext	Dealer installed	0%
MUDFLAPS	100.00	Mudflaps	Dealer installed	0%
NEWTAG	250.00	New Tag	Dealer installed	0%
STROBE	1500.00	4 Corner LED Strobe Lights includes switch	Dealer installed	0%
BUC	2000.00	Dealer installed Rear view Back Up Camera w/ 3.5" color monitor	Dealer Installed	1%
LEDLB	4275.00	Roof Mounted LED Light bar Installed	Dealer installed	0%

6132D54	15900.00	11' Knapheide 6132D54 DRW 84" CA Utility Body	vendor installed	2%
6132D54F	17000.00	11' Knapheide 6132D54F DRW Flip Top 84" CA Utility Body	vendor installed	2%
6132D54H46	16700.00	11' Knapheide 6132D54H46 DRW 84" CA Utility Body	vendor installed	2%
6132D54H60	17500.00	11' Knapheide 6132D54H60 DRW 84" CA Utility Body	vendor installed	2%
Apollo22	96000.00	Base 20YD Easy Pack Apollo rear loading refuse body.	vendor installed	1%
NWC20	89500.00	New Way Cobra 20 yd rear loading refuse body	vendor installed	1%
7621	45400.00	STELLAR 7621 FM 20' REACH 7000 HYD CRANE	vendor installed	1%
7639	48000.00	STELLAR 7630 FM 30' REACH 7000 HYD CRANE	vendor installed	1%
HYDOUT	5000.00	HYDRAULIC OUTRIGGERS	vendor installed	2%
BTLight	1000.00	Boom Tip light	vendor installed	2%
PTO	3900.00	PTO	vendor installed	2%
6132DL44	41500.00	11' KNAPHEIDE 6132DL44 WITH 21" STORAGE BUMPER 6000 crane body	vendor installed	1%
Lock	668.00	MASTERLOCK KNAPHEIDE	vendor installed	2%
Gas	1500.00	RAISED BOTTLE GAS COMPARTMENTS	vendor installed	2%
6DC	3200.00	6 DRAWER CABINET	vendor installed	2%
HYDcompressor	14900.00	HYDRAULIC 40 CFM COMPRESSOR (Includes PTO)	vendor installed	1%
LEDWL	600.00	LED WORK LIGHTS (2)	vendor installed	2%
Gen/Com	8900.00	Vanair pro compressor/Generator 20 CFM, 4.2KW	vendor installed	2%
PTC1696SFB	12700.00	16' Flat Stake Body, 40" removable sides, 120" CA	vendor installed	5%
PTC2096SFB	14800.00	20' Flat Stake Body, 40" removable sides, 144" CA	vendor installed	5%
PTC2296SFB	16900.00	22' Flat Stake Body, 40" removable sides, 158" CA	vendor installed	5%
PTC2496SFB	17200.00	24' Flat Stake Body, 40" removable sides, 173" CA	vendor installed	5%
Deduct sides	3000.00	Deduct stake sides	vendor installed	1%
TB36	750.00	36 inch tool box	vendor installed	2%
TB48	950.00	48 Inch tool box	vendor installed	2%
WC20	7400.00	Anthony 2000# tuckaway lift gate	vendor installed	2%
WC25	8400.00	Anthony 2500# tuckaway lift gate	vendor installed	2%
Liner	1500.00	Spray on bed liner on top of all bed surfaces	vendor installed	2%
G260-1642	7900.00	Tommy gate 89-16TP42 1600#	vendor installed	2%
G260-1642	8200.00	Tommy gate 89-20EA55 2000#	vendor installed	2%
Class4Hitch	900.00	Trailer Tow Package includes 2" sq frame receiver w/ electric plug	vendor installed	2%
16DRYVAN	15500.00	16'x96"x84" Dry Freight Body, 120" CA, Roll up Door, Alum Skin	vendor installed	2%
20DRYVAN	16000.00	20'x96"x84" Dry Freight Body, 144" CA, Roll up Door, Alum Skin	vendor installed	2%
22DRYVAN	17900.00	22x96"x84" Dry Freight Body, 158" CA, Roll up Door, Alum Skin	vendor installed	2%
24DRYVAN	20500.00	24'x96"x84" Dry Freight Body, 172" CA, Roll up Door, Alum Skin	vendor installed	2%
VST5000	173500.00	Versa Lift VST5000 MHI	vendor installed	1%
P-TL3	104500.00	Petersen TL3 Base loader with STD 18 foot body	vendor installed	1%
P-RS3	146500.00	Petersen Base Rear Steer Loader	vendor installed	1%
P-TR3	142000.00	Petersen Route assistant with 2030 hard ox body see dealer for spec	vendor installed	1%
14CDHDSC	55738.00	Custom 14 foot dump, see dealer for detailed spec's	vendor installed	1%
14CD	29000.00	14 foot contractors dump heavy duty with tarp	vendor installed	2%
IS22RV	52000.00	22 foot refridgerated van body	vendor installed	1%
T690	26000.00	Thermo King T690 refridgeration unit	vendor installed	2%
MVDD3	16000.00	Base sit down right hand drive conversion	vendor installed	2%

FP5FPWP	139000.00	Base Bergkamp FP5 pot hole patcher with arrow board, strobe lights & back up camera.	vendor installed	1%
8YD dmp	25000.00	6/9 yard dump body with tarp	vendor installed	2%
TCM425	115000.00	H.D. Industries TCM 425-80-DHER Pot hole patcher, see dealer for spec content	vendor installed	1%
PWT25	44,500.00	2500 gallon water tank	vendor installed	2%
Enc Cannon	9000.00	In cab controlled water cannon	vendor installed	1%

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-101
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Commission Meeting Rules of Parliamentary Procedure		
Summary:	This is a request for the city commission to amend the rules of parliamentary procedure which were adopted by Resolution 2024-201. The commission has requested the addition of a rule formalizing the procedure for when commission members may address or make comments following a speaker's comments during Audience Remarks. The attached resolution allows commission members to address comments or ask questions at the conclusion of the speaker's three-minute comment period or at the conclusion of the Audience Remarks section.		
Financial Impact:	There is no budget impact.		
Citizen Impact:	There is no citizen impact.		
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended that the city commission approve the attached resolution amending the rules of parliamentary relative to commission comments during Audience Remarks.		
Staff Contact:	Randy Hayes, City Attorney, (386) 236-2000		
Attachments:	1. 25-101 Amend Rules of Procedure		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager		5/28/2025 5/28/2025 5/29/2025

RESOLUTION 2025-101

A RESOLUTION ADOPTING RULES OF PARLIAMENTARY PROCEDURE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, section 3.08(b), Charter of the City of Ormond Beach provides that the City Commission shall adopt rules for the conduct of its meetings; and

WHEREAS, the City Commission has for many years afforded members of the general public a reasonable opportunity to speak and to be heard at public meetings regarding matters upon which official action will be taken (i.e., a vote will be taken); and

WHEREAS, section 286.0114, Florida Statutes protects the right of members of the general public to speak and to be heard at public meetings and recognizes the right of local government bodies to adopt reasonable rules for conducting business at public meetings; and

WHEREAS, section 286.0114, Florida Statutes recognizes:

(1) that the right of members of the general public to speak and to be heard does not necessarily need to occur at the same meeting at which official action is to be taken on a particular matter as long as an opportunity to speak is afforded during a decision making process that occurs within a reasonable proximity in time before the public meeting at which official action will be taken on the matter (i.e., a vote will be taken);

(2) the statute does not prohibit governing bodies from maintaining orderly conduct or proper decorum in a public meeting;

(3) the right of the general public to speak and to be heard is subject to reasonable rules and policies that may be adopted by governing bodies that:

(a) provide guidelines regarding the amount of time an individual is allowed to speak;

(b) prescribe procedures for allowing representatives of groups or factions to address the governing body at meetings in which a large number of people desire to speak, rather than allowing all members of such groups or factions to speak;

(c) prescribe procedures or forms for a person to use to inform the governing body of a desire to speak; to indicate the person's support, opposition, or neutrality to a particular item of business; and to designate a person's representative who will speak on behalf of the person or the person's group or faction;

(d) designate a specified period of time for public comment.

WHEREAS, section 286.0114, Florida Statutes further recognizes that it does not apply to:

(1) an official action that must be taken to deal with an emergency situation affecting the health, welfare, or safety of the general public if compliance with the requirements would cause unreasonable delay in the ability of a governing body to act;

(2) an official act involving a ministerial act, including but not limited to, approving minutes of public meetings and ceremonial proclamations;

(3) a meeting that is exempt from section 286.011, Florida Statutes; or

(4) a meeting during which a governing body is acting in a quasi-judicial capacity, except that a right to be heard as may be otherwise provided by law shall not be affected.

WHEREAS, the City Commission desires to adopt reasonable rules of procedure for conducting business at public meetings and hereby determines that the rules adopted herein are consistent with section 3.08(b) of the city Charter, section 286.0114, Florida Statutes, and other applicable laws; now therefore,

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

SECTION ONE: The City Commission of the City of Ormond Beach, Florida, hereby adopts the following rules of procedure that shall govern the conduct of its proceedings:

RULE 1. AUTHORITY.

1.1 Charter: The rules provided herein are adopted pursuant to the authority of *section 3.08(b), **Charter*** of the City of Ormond Beach, section 286.0114, Florida Statutes and other applicable law. The following set of rules shall be in effect upon their adoption by the City Commission and shall continue in full force and effect until such time as they are amended, suspended or new rules are adopted in the manner provided by the Charter and these rules. *(Reference: section 3.08(b), Charter)*

1.2 Recitals: The "Whereas" recitals constitute the legislative findings of the City Commission and are incorporated herein by reference.

RULE 2. GENERAL RULES.

2.1 Meetings Open to Public: All meetings of the City Commission shall be open to the general public, except for such meetings that are exempt by general or special law. Special meetings may be held on the call of the Mayor or a majority of the City Commission and, whenever practicable, upon no less than twelve (12) hours notice to each member and the public. *(Reference: section 3.08(a), Charter; section 286.011(1), Florida Statutes)*

2.2 Quorum: A majority of the members of the City Commission shall, free of voting conflict, constitute a quorum and shall be necessary for the transaction of business, except

where a super-majority vote is otherwise required by rule or law. If a quorum is not present, the meeting shall be adjourned to a later time if attendance of absent members is not compelled. *(Reference: section 3.08)(c), Charter)*

2.3 Compelling Attendance: If a quorum is not present, the members of the City Commission present may compel the attendance of absent members in a manner and subject to the penalties prescribed by the rules of the City Commission. *(Reference: section 3.08(c), Charter)*

2.4 Minutes of Proceedings: Minutes of the meetings of the City Commission shall be kept by the City Clerk, except for such meetings as are exempt by general law. *(Reference: section 3.08(b), Charter)*

2.5 Written Comments When Absent. Any member of the City Commission, whenever he or she will be unable to attend a meeting of the City Commission (i.e., any regular meeting, special meeting, or workshop meeting), may submit written comments to the City Clerk regarding any matter on the agenda of the meeting at which the member will be absent, and the City Clerk shall read the written comments of the absent member into the official record of the meeting at the time the item appearing on the Agenda is considered by the City Commission. All written comments submitted to the City Clerk shall be maintained as part of the official record of the meeting at which they were read into the record.

2.6 Voting:

(a) Voting on all ordinances and resolutions shall be by roll call vote and shall be recorded in a journal of minutes of the meeting. A roll call vote may be taken by voice vote, electronic means, or other means by which individual votes are taken and recorded in a journal of minutes of the meeting.

(b) No action shall be final or binding unless adopted by majority vote of the quorum present or by super majority vote where otherwise required. In the event less than the full commission is present at a meeting and a vote taken ends in a tie vote, the matter shall be deemed to be continued for further consideration to the next available meeting at which the full commission is expected to be present. *(Reference: section 3.08(c), Charter; section 166.041(4), Florida Statutes)*

2.7 Presiding Officers. The Mayor shall be the Presiding Officer at all meetings of the City Commission. The City Commission shall, by majority vote, elect one of its members to be Deputy Mayor. The Deputy Mayor shall act as Mayor during the absence or disability of the Mayor and during a vacancy in the office of Mayor until such vacancy is filled in accordance with law. *(Reference: sections 3.05, Charter)*

2.8 City Manager: The City Manager or the City Manager's designee is expected to attend all meetings of the City Commission and shall have the right to take part in all discussions, but may not vote. *(Reference: section 4.04(d), Charter)*

2.9 City Attorney: The City Attorney or the City Attorney's designee is expected to attend all meetings of the City Commission and provide guidance and opinions, on questions of law to members of the City Commission relating to their respective powers and duties. The City Attorney shall act as the commission's parliamentarian by advising the Presiding Officer regarding matters of procedure.

2.10 City Clerk: The City Clerk is the official records custodian of the city and the City Clerk or the City Clerk's designee is expected to attend all meetings of the City Commission, keep the official minutes of proceedings, and perform such other duties in accordance with the City Clerk's duties. *(Reference: section 286.011(2), Florida Statutes)*

2.11 Roberts Rules of Order: The most recent edition of *Roberts Rules of Order Revised* shall serve as a guide to the proceedings of the City Commission to the extent they are not in conflict with these rules, the Charter, or general law.

RULE 3. TYPES OF MEETINGS.

3.1 Organizational Meeting: The City Commission shall hold its organizational meeting on the third Tuesday in November following each regular municipal election. *(Reference: section 3.08(a), Charter.)*

3.2 Regular Meeting: Regular meetings of the City Commission shall be held at least twice in every month, at such times and places as the City Commission may prescribe by resolution; except that the city commission may cancel, by affirmative vote of a super majority of the quorum present, no more than one regular meeting a month provided that no more than four such meetings may be canceled in any twelve-month period commencing from the third Tuesday in November of any given year. Any meeting so canceled may, at the discretion of the city commission, be rescheduled in the same manner as any other meeting. *(Reference: section 3.08(a), Charter)*

3.3 Special Meetings: Special meetings may be held on the call of the Mayor or a majority of the commission members and, whenever practicable, upon no less than twelve hours notice to each member and the public. The call for a special meeting shall be filed with the City Clerk, except that an announcement of a special meeting during any regular or special meeting shall be sufficient notice of such special meeting unless otherwise provided by general law or ordinance. *(Reference: section 3.08(a), Charter)*

3.4 Workshop Meetings: Workshop meetings are special meetings at which no vote or other formal action shall be taken by the city commission, and may be held on the call of the Mayor or a majority of the commission members. Members of the general public are not ordinarily allowed to speak at work shop meetings because official action by the City Commission is not taken; however, the Presiding Officer may in his discretion allow such participation to occur. *(Reference: section 3.08(a), Charter)*

RULE 4. DUTIES OF PRESIDING OFFICER.

4.1 Call to Order: The meetings of the City Commission shall be called to order by the Mayor or Deputy Mayor, as the case may be, as the Presiding Officer. In the absence of the Mayor and Deputy Mayor, the City Clerk shall call the meeting to order, whereupon the members of the commission shall elect a chairperson from among their membership to preside over the meeting, until such time as either the mayor or deputy mayor should arrive at the meeting.

4.2 Preservation of Order: The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members or motives, and confine debate to the question under discussion. For purposes hereof, redundant or repetitive comments shall be deemed to have a dilatory effect on the expeditious or orderly process of a meeting. The Presiding Officer may order the removal from a public meeting any person that interferes with the expeditious or orderly process of such meeting, provided that a warning has first been issued that continued interference with the orderly process of the meeting shall result in removal. Any law enforcement officer or sergeant-at-arms designated by the Presiding Officer shall remove any person that has been ordered to be removed. *(Reference: section 2-210.1, Code of Ordinances)*

4.3 Points of Order: The Presiding Officer may consult with the City Attorney to determine all points of order, subject to the right of any member of the City Commission to appeal the determination to the City Commission. A majority of the City Commission sitting and eligible to vote shall be required to reverse a determination by the Presiding Officer.

4.4 Voting: Voting on all ordinances and resolutions shall be by roll call vote in accordance with Rule 2.6 and shall be recorded in the minutes of the meeting. A majority of the City Commission shall constitute a quorum, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the City Commission. No action of the City Commission, except as otherwise provided in these rules and in Section 3.07 of the City Charter, shall be valid or binding unless adopted by the affirmative vote of the majority of the quorum present. *(Reference: section 3.08, Charter; section, 166.041(4) Florida Statutes)*

4.5 Comments by the General Public.

(a) Any member of the general public that desires to speak during Consent Agenda (as permitted by these Rules), Public Hearings, First Reading of Ordinances, Second Reading of Ordinances, Resolutions, Audience Remarks, Staff Action Items, Discussion Items (as permitted by these Rules), and during any other portion of the Agenda as may be permitted by the City Commission, must complete and provide a "sign-up" card to the City Clerk prior to the time the City Commission calls up for business the particular section on the Agenda during which the member of the public wishes to speak. Members of the general public shall at all times fully comply with all rules established by the City Commission, whether such rules are written or oral.

(b) Each person addressing the City Commission shall approach the microphone, shall give his or her name and address and the organization or group they represent if any, in an audible tone of voice for the record. All remarks shall be addressed to the Presiding Officer, on behalf of the City Commission, and not to any member thereof.

(c) Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or use offensive language, while addressing the City Commission, may be requested to leave the meeting. No reference by name to any individual present or absent, including commission members and city staff, shall be used in a derogatory or offensive manner by any person addressing the City Commission. All participants and speakers shall refrain from belittling or insulting remarks or making personal attacks.

(d) Unless otherwise provided by these rules or by majority consent of the City Commission, comments by a member of the general public shall be limited to no more than three (3) minutes.

(e) Any member of the city commission shall be allowed to address comments provided by any member of the general public at the conclusion of the speaker's three (3) minute comment period or at the conclusion of the Audience Remarks section of the agenda, including the right to provide comments and to ask questions.

RULE 5. ORDER OF BUSINESS.

5.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

(a) Call to order (7:00 p.m.)
(b) Invocation
(c) Pledge of Allegiance
(d) Presentations and Proclamations
(e) Audience Remarks (limited to 30 minutes)
(f) Approval of Minutes
(g) Community Redevelopment Agency
(h) Consent Agenda
(i) Public Hearings
(j) First Reading of Ordinances
(k) Second Reading of Ordinances
(l) Resolutions
(m) Staff Action Items
(n) Discussion Items
(o) Audience Remarks (continued, if necessary)
(p) Reports, Suggestions, Requests (Mayor, City Commission, City Manager, City Attorney)

(q) Adjournment

5.2 Agenda: The order of business of each regular meeting shall be as contained in the Agenda. The Agenda shall be a listing by topic of subjects to be considered by the City Commission. The agenda process established by the City Manager, City Attorney, and City Clerk shall govern all requests for the placement of items on the agenda.

(a) Audience Remarks: The Audience Remarks section of the Agenda shall begin after Presentations and Proclamations and shall be limited to 30 minutes. In the event too few members of the general public wish to speak during the time allocated for Audience Remarks, the city commission shall proceed to call up the other matters of business on the Agenda at the conclusion of Audience Remarks. In the event more members of the general public wish to speak than can be accommodated within the time allocated for the Audience Remarks section of the Agenda, those remaining members of the general public shall be allowed to speak at the conclusion of the Discussion Items section of the Agenda.

Unless otherwise prohibited by these Rules, any member of the general public may speak about any subject that is not on the Agenda, or any item on the Consent Agenda, during the Audience Remarks section, in accordance with the requirements of Rule 4.5. Comments by members of the general public under the Audience Remarks section shall not exceed a cumulative total three (3) minutes, unless additional time is allowed by a majority of the City Commission. Members of the general public who wish to speak about an item on the Consent Agenda shall be allowed to speak before the City Commission proceeds to call up other matters of business on the Agenda.

Any member of the city commission shall be allowed to address comments provided by any member of the general public at the conclusion of the speaker's three (3) minute comment period or at the conclusion of the Audience Remarks section of the agenda, including the right to provide comments and to ask questions.

(b) Consent Agenda: The Consent Agenda is intended to dispose of routine matters in an expeditious manner and shall consist of items that are expected to be non-controversial in nature, the subject matter of which may be disposed of by Resolution, and that does not require a public hearing. There shall be no separate discussion of Consent Agenda items unless a member of the City Commission requests an item be removed for separate consideration. Any member of the City Commission may request that one or more items be considered separately from all other items on the Consent Agenda. The City Commission may dispose of all items under the Consent Agenda, that have not been pulled for separate consideration, by one motion. A motion to approve the Consent Agenda must have a second, followed by a roll call vote. Since members of the general public have an opportunity under the Audience Remarks section to speak about any item that is on the Consent Agenda, members of the general public are not entitled to speak during the Consent Agenda section. Items that are pulled from the Consent Agenda for separate consideration are intended to facilitate discussion by and between members of the City Commission. *(Reference: section 3.08(c), Charter; section 166.041(4), Florida Statutes)*

(c) Resolutions: A Resolution means an expression by the City Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of business (i.e., such as the approval of a contract, amended contract, purchase requisition or change order). A Resolution item that is expected to be controversial in nature shall be placed on the Agenda under the caption for "Resolutions". Members of the public shall be entitled to provide comments on any Resolution on the Agenda, subject to compliance with all rules established by the City Commission, whether such rules are written or oral. *(Reference: 166.041, Florida Statutes)*

(d) Ordinances: An Ordinance means an official legislative action of the City Commission, which action is a regulation of a general and permanent nature and is enforceable as a local law, and which has been adopted in accordance with section 166.041, Florida Statutes and/or other applicable law. Members of the public shall be entitled to provide comments on any Ordinance on the Agenda, subject to compliance with all rules established by the City Commission, whether such rules are written or oral. *(Reference: section 166.041, Florida Statutes)*

(e) Public Hearings: A public hearing shall be held regarding any subject matter for which a public hearing is required by general or special law, or the city's Charter or Ordinances, or any other matter at the discretion of the City Commission. Members of the public shall be entitled to provide comments on any matter that is the subject of a public hearing, subject to compliance with all rules established by the City Commission, whether such rules are written or oral.

(f) Staff Action Items: Staff Action Items are intended to dispose of matters that are not commonly the subject of the consent agenda (including City Manager disposition reports), resolutions, ordinances, or public hearings, and that require discussions and a vote. Members of the public shall be entitled to provide comments on any Staff Action Item on the agenda, subject to compliance with all rules established by the City Commission, whether such rules are written or oral.

(g) Discussion Items: Members of the public shall be permitted to speak during the Discussion Items portion of the agenda on matters on which the City Commission will take official action. Comments by a member of the general public shall be limited to no more than three (3) minutes, unless additional time is allowed by the City Commission.

(h) Reports, Suggestions, Requests: Members of the public shall not be entitled to provide comments to any matter under the *Reports, Suggestions, Requests* portion of the Agenda unless the item is to be voted upon by the City Commission.

RULE 6. MOTIONS AND DEBATE.

6.1 Main Motions: Motions that bring business before the City Commission (*Example:* a motion to approve a Resolution or Ordinance). Main Motions require a second.

6.2 Secondary Motions: Motions are made while a Main Motion is pending, such as motions to amend, or post-pone, or pertaining to procedural matters or these rules. Secondary Motions take precedence over Main Motions and must be addressed prior to Main Motions. Secondary Motions will usually, but not always, require a second.

6.3 Right to Floor: Any member of the City Commission desiring to speak shall first be recognized by the Presiding Officer, and shall confine his or her remarks to the subject under consideration or to be considered.

6.4 Motion on the Floor.

(a) A motion must be properly made (i.e., "on the floor") in order for debate to ensue. The Presiding Officer may not make or second a motion. If there is no motion or no second to a motion that requires a second, then the matter dies for lack of a motion or the motion dies for "lack of a second." A motion should be made in the affirmative ("to approve") when at all possible.

(b) Where large groups or crowds requested time to address a particular item, the Presiding Officer may request that one or more representatives speak on behalf of the group in order to ensure the expeditious and orderly progression of business. Comments by a representative speaking on behalf of a group shall not exceed five (5) minutes unless allowed by the commission.

6.5 Specific Types of Motions:

(a) Motion to Postpone (indefinitely): This is a motion that should be made when the City Commission declines to take a position on a Main Motion. Its adoption essentially *kills* the Main Motion for the duration of the meeting and avoids a direct vote on the matter. The motion may only be made while a Main Motion is immediately pending. It is out of order when another member has the floor, it *must be seconded*, it is not amendable, and it *is* debatable. The debate may go to the merits of the Main Motion.

(b) Motion to Postpone (to a time certain): This is a motion by which action on a pending question may be put off within limits, to a definite day, meeting, hour, or until a certain event. This motion takes precedence over the main motion and any subsidiary motions (such as motions to amend). It is out of order when another member has the floor, it *must be seconded* and *is* debatable; however, the debate is *limited* in that it may not go into the main question any more than is necessary to reach a decision as to whether and when the main question should be postponed. It is amendable as to the time the matter should be postponed.

(c) Motion to (lay on the) Table: This motion enables a pending question to be *temporarily* laid aside at the meeting when there is another urgent matter that should be addressed; and it can be taken up again at the will of the majority. It takes precedence over all other motions, is out of order when another member has the floor, *must be seconded*, is not amendable, and is *not* debatable. (*Roberts Rules of Order* notes that this motion is often mistakenly used as a motion to postpone indefinitely or to a time certain.) The motion may be a Main or Secondary Motion.

(d) Motion for Reconsideration: A procedural motion that allows an item that has been voted on to be brought back before the City Commission for further consideration to correct erroneous action or to take into account additional information or a changed situation that has developed since the taking of the vote. The effect of the motion is the suspension of all action that depends on the result of the vote proposed to be reconsidered until the City Commission takes up the motion. The motion should be made within a reasonable period time from which the vote was taken. The City Commission shall in its sole discretion determine what constitutes a reasonable period of time. The motion may *only* be made by one who voted on the *prevailing* side of the matter. Once made, any other person may *second the motion*, regardless of whether or not such person voted on the prevailing side of the original measure. The motion must be approved by majority vote of those present and voting; and, if approved, the effect of such approval is that the matter in question reverts to the same status it held immediately preceding the original vote. If a motion to reconsider is not approved, **then the motion dies and it may *not* be reconsidered again**. Certain matters may not be reconsidered, such as: (i) approval of contracts, (ii) matters upon which affected parties have acted in detrimental reliance on the commission's vote, (iii) an affirmative vote whose provisions have been partly carried out, and (iv) a vote that has caused something to be done that cannot be undone.

If a Motion to Reconsider is approved, a motion to approve the particular matter at issue should be made and a vote taken thereon.

(e) Motion for Point of Order. A motion to ask the Presiding Officer to follow these Rules; or to require the City Commission to follow the order of business in the order set forth on the Agenda; or to make an inquiry regarding parliamentary rules; or to invoke the *Thompson Rule.* These motions *do not require a second.*

(f) Motion to Invoke the "Thompson Rule". Whenever a matter is presented to the City Commission under the *Audience Remarks, Staff Action Items, Discussion Items,* or *Reports, Suggestions, Requests* portion of the Agenda, without any written factual documentation in support of the matter having been delivered to the members of the City Commission at least seventy-two (72) hours prior to the meeting, and such written factual documentation is necessary and appropriate for the proper consideration of the matter, the City Commission shall take no formal action thereon unless and until such supporting written documentation is presented to, and duly considered by, the City Commission at a subsequent meeting. The foregoing notwithstanding, this rule may be waived, entitling the City Commission to take formal action thereon, but only upon: (i) the affirmative vote of at least four (4) City Commission members when all five (5) members are present; or (ii) a unanimous vote if less than five (5) City Commission members are present. This motion *does not require a second.* Upon the approval of a motion to waive the *Thompson Rule,* the substantive matter may be considered in accordance with the applicable rules and general law.

RULE 7. ACCESS TO MEMBERS OF THE CITY COMMISSION REGARDING LAND-USE MATTERS THAT ARE TO BE THE SUBJECT OF QUASIJUDICIAL PROCEEDINGS

7.1 Access to Local Public Officials:

(a) Discussions with commission members. Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any member of the City Commission the merits of any matter on which action may be taken by the commission and compliance with the following procedures shall remove the presumption of prejudice arising from such ex parte communications:

(i) No presumption of prejudice. The substance of any ex parte communication with a member of the City Commission that relates to quasijudicial action pending before the City Commission is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the member of the City Commission took place is disclosed and made a part of the record before final action on the matter.

(ii) Reading written communications. A member of the City Commission may read a written communication from any person. However, a written communication that relates to quasijudicial action pending before the City Commission shall not be presumed prejudicial to the action and such written communication shall be made part of the record before final action on the matter.

(iii) Conducting site visits/investigations. Members of the City Commission may conduct investigations and site visits and may receive expert opinions regarding quasijudicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

(iv) Disclosure requirements. Disclosure made pursuant to paragraphs (i), (ii) and (iii), above, must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

(b) Non-party or non-party intervener testimony Notwithstanding the provisions of subsection (a), above, in a quasijudicial proceeding on a land use matter, a person who appears before the City Commission who is not a party or party-intervenor and/or does not own land that abuts or will be directly affected by a land use matter may at the discretion of the City Commission be allowed to testify, subject to the rules of the City Commission, and may be requested to respond to questions from the City Commission, but need not be sworn as a witness, is not required to be subject to cross-examination, and is not required to be qualified as an expert witness. The City Commission shall assign weight and credibility to such testimony as it deems appropriate. A party or party-intervenor in a quasijudicial proceeding on a land-use matter, upon request by another party or party-intervenor, shall be sworn as a witness, shall be subject to cross-examination by other parties or party-intervenors, and shall be required to be qualified as an expert witness, as appropriate. A party or party-intervenor shall be allowed no more than twenty (20) minutes to present their case-in-chief to the City Commission (excluding cross-examination of

witnesses and rebuttal testimony); however, the City Commission may by majority consent allow additional time, which shall not be unreasonably withheld.

(i) Communications with commission members. In a quasijudicial proceeding on a land use matter, a person may not be precluded from communicating directly with a member of the City Commission by application of ex parte communication prohibitions. Disclosure of such communications by a member of the City Commission is not required, and such nondisclosure shall not be presumed prejudicial to the decision of the City Commission. All decisions of the City Commission in a quasijudicial proceeding on a land-use matter must be supported by substantial, competent evidence in the record pertinent to the proceeding, irrespective of such communications.

(ii) Party intervener requirements. Any person who is not a party to a quasijudicial proceeding on a land-use matter, who has a substantial interest in the proceeding, and who desires to become a party-intervenor may petition the City Commission for leave to intervene. Petitions for leave to intervene must be filed with the City Clerk at least five (5) days before the public hearing, shall include the name and address of the petitioner, and shall also include allegations sufficient to demonstrate that the petitioner is entitled to participate in the proceeding as a matter of constitutional or statutory right, or that the substantial interests of the petitioner are subject to determination or will be affected through the proceeding. If such a petition is filed, the City Commission shall consider and act thereon prior to opening the public hearing on the merits of the matter. The City Commission may receive testimony relative to the petition from the petitioner and any party prior to acting on the petition. An affirmative decision by a majority of the members of the City Commission present and voting shall be required in order to grant a petition to become a party-intervenor. (*Reference: section 2-210, Code of Ordinances; section 286.0115, Florida Statutes)*

(iii) Quasi-judicial proceeding. For purposes hereof, the term "quasi-judicial proceeding on a land-use matter" means a proceeding that has an impact on a limited number of persons or property owners, on identifiable parties and interests, where the decision is contingent on a fact or facts arrived at from distinct alternatives presented at a hearing, and where the decision can be functionally viewed as policy applications, rather than policy setting. Such proceedings shall include, without limitation, variance requests, enforcement actions involving the land development code, re-zonings initiated by the city that involve a parcel or parcels of land involving less than ten (10) contiguous acres, and appeals as allowed by the land development code. *(Reference: section 2-201, Code of Ordinances)*

(iv) Sunshine law requirements. Persons desiring to communicate with members of the city commission shall at all times be cognizant of, and comply with, the sunshine law requirements that apply to members of the city commission.

(v) Members of the general public. Except as provided in paragraph (b) of this section members of the general public shall not be entitled to speak at quasi-judicial public

hearings. Comments by members of the general public shall be limited to no more than three (3) minutes.

RULE 8. CONFLICTS OF INTEREST; PUBLIC DISCLOSURE.

8.1 Abstention from voting. No member of the City Commission may abstain from voting except when there is, or appears to be, a possible conflict of interest under the provisions of sections 112.311, 112.313, or 112.3143, Florida Statutes. In such cases, the abstaining member shall comply with the disclosure requirements of section 112.3143, Florida Statutes. *(Reference: section 286.012, Florida Statutes)*

8.2 Voting; special private gain or loss. No member of the City Commission shall vote in an official capacity upon any measure that would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in section 112.312(2), Florida Statutes; or which he or she knows would inure to the special private gain or loss of a relative or business associate. Such member shall, prior to the vote being taken, state the nature of the interest in the matter from which he or she is abstaining and within fifteen (15) days after the vote occurs file with the city clerk a written memorandum of disclosure. *(Reference: section 112.3143(3)(a), Florida Statutes)*

8.3 Participation; special private gain or loss. No member of the City Commission shall participate in any matter which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the member without first disclosing the nature of his or her interest in the matter. Such member shall, prior to the meeting, file with the city clerk a written memorandum indicating the nature of the conflict; however, in the event that written disclosure has not been made prior to the meeting or any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting and a written memorandum of disclosure shall be filed with the city clerk within fifteen (15) days of the oral disclosure. For purposes hereof, the term "participate" means any attempt to influence the decision by oral or written communication. *(Reference: section 112.3143(4), Florida Statutes)*

RULE 9. SUSPENSION AND AMENDMENT OF RULES.

9.1 Suspension of Rules: Any provision of these rules not governed by the city's Charter or Ordinances, or other law, may be temporarily suspended by majority vote of the members of the City Commission.

9.2 Amendment of Rules: Any provision of these rules not governed by the city's Charter or Ordinances, or other law, may be amended, or repealed, or new rules adopted, by a majority vote of the members of the City Commission.

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

APPROVED AND AUTHENTICATED this 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

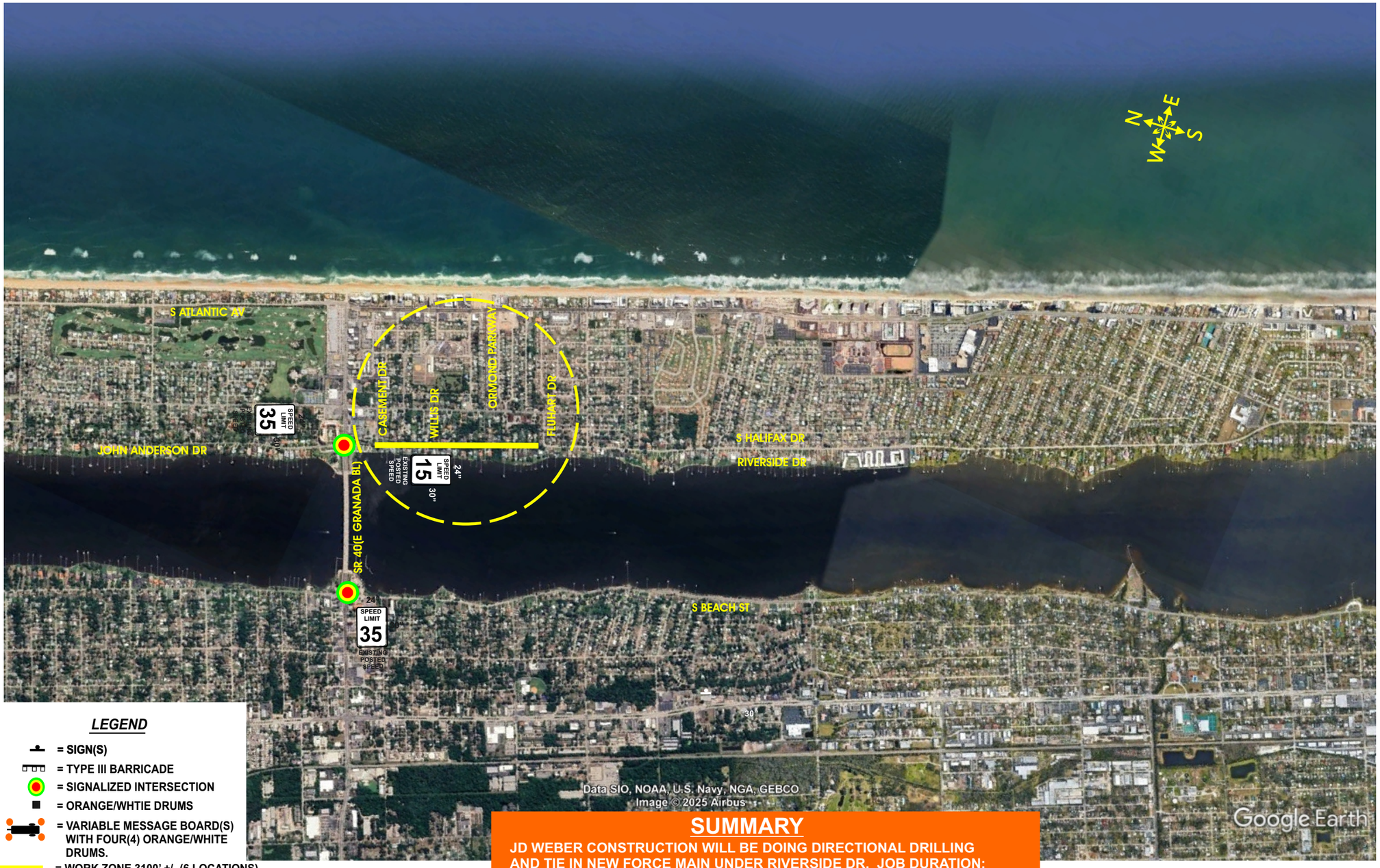
City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Notification of Riverside Drive Road Closure - Forcemain Replacement Project		
Summary:	On February 18, 2025, the City Commission approved the execution of a work authorization with J.D. Weber Construction for the replacement of approximately 3,600 lineal feet of sanitary sewer force main along Riverside Drive that, at nearly 50 years in age, has approached the end of its intended service life. In order to fully execute this project, the one-way section of Riverside Dr. will need periodic closures and detour sections of the roadway; this item provides notification to the City Commission of these temporary closures. The contractor, under the supervision of City staff, will work to close sections of Riverside Dr. temporarily at times to minimize the impact and ensure the safety of its residents. The contractor, JD Weber, anticipates opening the road each night to allow residents access to their properties. The anticipated duration of this project is to start June 2, 2025, and end September 26, 2025.		
Financial Impact:	The cost of road closure and proper temporary traffic control has already been accounted for under the approval of Resolution No. 2025-54. No further cost to this project is anticipate for road closure to Riverside Dr.		
Citizen Impact:	The impact to the residents and visitors of this section of Riverside Dr. will involve daily road closures and detours. During these road closures there will be limited access to residential driveways. We plan on		

	providing public notification and accommodations to those affected by these road closures to minimize impact and inconvenience.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the road closures to secure the safety of its residents and expedite the replacement of the existing force main.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. WEBER RIVERSIDE FORCE MAIN MOT PLAN
Approval:	Kelly McGuire, Finance Director 5/20/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/22/2025 Joyce Shanahan, City Manager 5/29/2025



LEGEND

- = SIGN(S)
- = TYPE III BARRICADE
- = SIGNALIZED INTERSECTION
- = ORANGE/WHTIE DRUMS
- = VARIABLE MESSAGE BOARD(S) WITH FOUR(4) ORANGE/WHITE DRUMS.
- = WORK ZONE 3100' +/- (6 LOCATIONS)

CITY:
ORMOND BEACH, FI

LOCATION:
RIVERSIDE DR BETWEEN SR 40 & FLUHART DR

COUNTY:
VOLUSIA

JOB DURATION:
117 DAYS

SCOPE OF WORK:
DIRECTIONAL DRILL AND TIE IN NEW FORCE MAIN.

SUMMARY

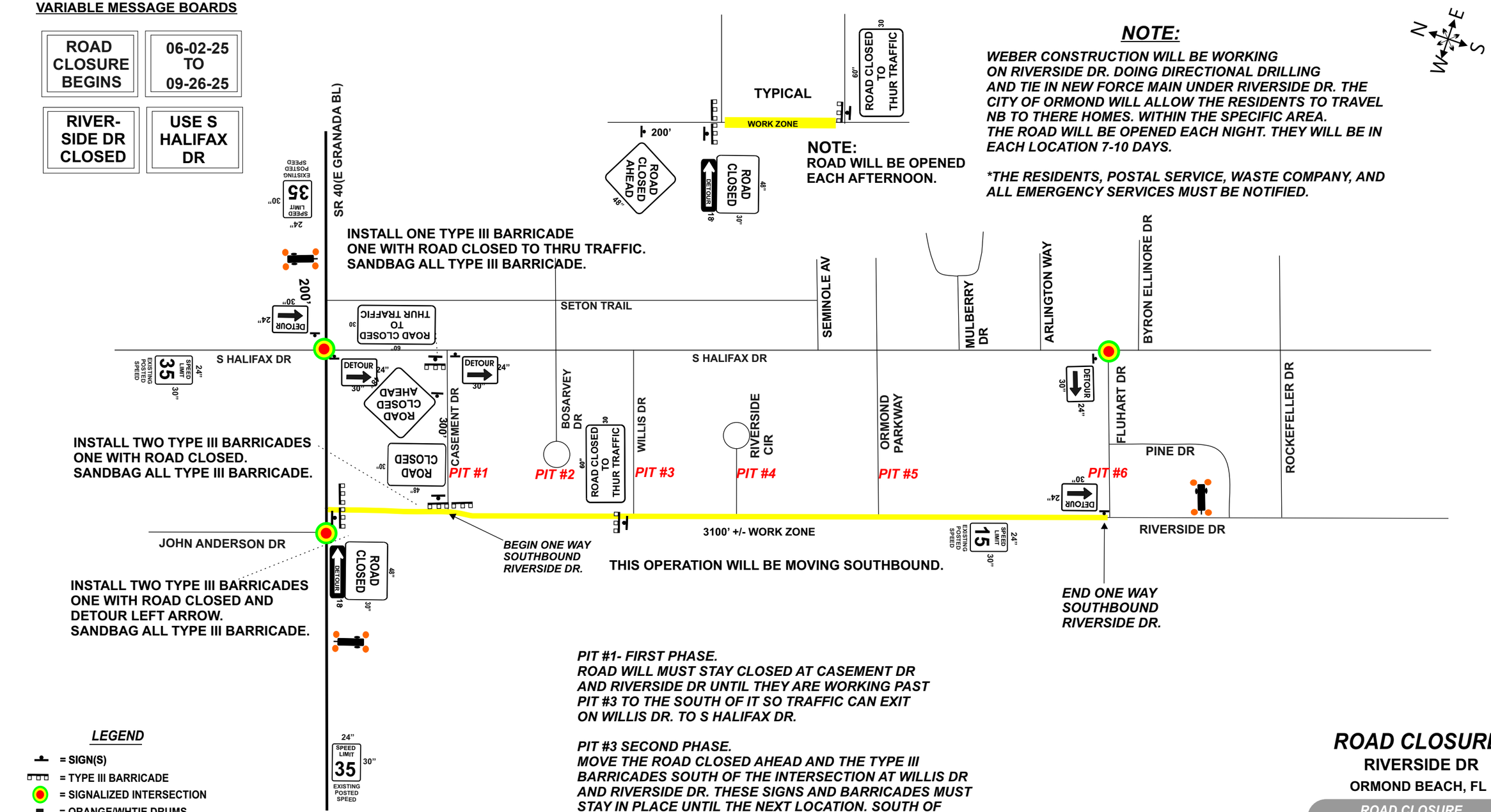
JD WEBER CONSTRUCTION WILL BE DOING DIRECTIONAL DRILLING AND TIE IN NEW FORCE MAIN UNDER RIVERSIDE DR. JOB DURATION: 117 DAYS. WORK HOURS: 7AM-7PM. THE CITY WILL ALLOW TRAFFIC TO TRAVEL NORTHBOUND ON RIVERSIDE DR TO ACCESS THEIR PROPERTY.

ROAD CLOSURE
RIVERSIDE DR
ORMOND BEACH, FL

ROAD CLOSURE		
PREPARED FOR:	JD WEBER CONSTRUCTION	
DATE:	4/1//25	
SCALE:	NONE	
SHEET #:	1 OF 4	
DRAWN BY:	Michelle Sladewski-Better Barricades, Inc	
CERT #:	610463	REVISED 5/19/25

VARIABLE MESSAGE BOARDS

ROAD CLOSURE BEGINS	06-02-25 TO 09-26-25
RIVER-SIDE DR CLOSED	USE S HALIFAX DR



PIT #1- FIRST PHASE.
ROAD WILL MUST STAY CLOSED AT CASEMENT DR AND RIVERSIDE DR UNTIL THEY ARE WORKING PAST PIT #3 TO THE SOUTH OF IT SO TRAFFIC CAN EXIT ON WILLIS DR. TO S HALIFAX DR.

PIT #3 SECOND PHASE.
MOVE THE ROAD CLOSED AHEAD AND THE TYPE III BARRICADES SOUTH OF THE INTERSECTION AT WILLIS DR AND RIVERSIDE DR. THESE SIGNS AND BARRICADES MUST STAY IN PLACE UNTIL THE NEXT LOCATION. SOUTH OF ORMOND PARKWAY. TRAFFIC CAN EXIT ON ORMOND PARKWAY TO S. HALIFAX DR.

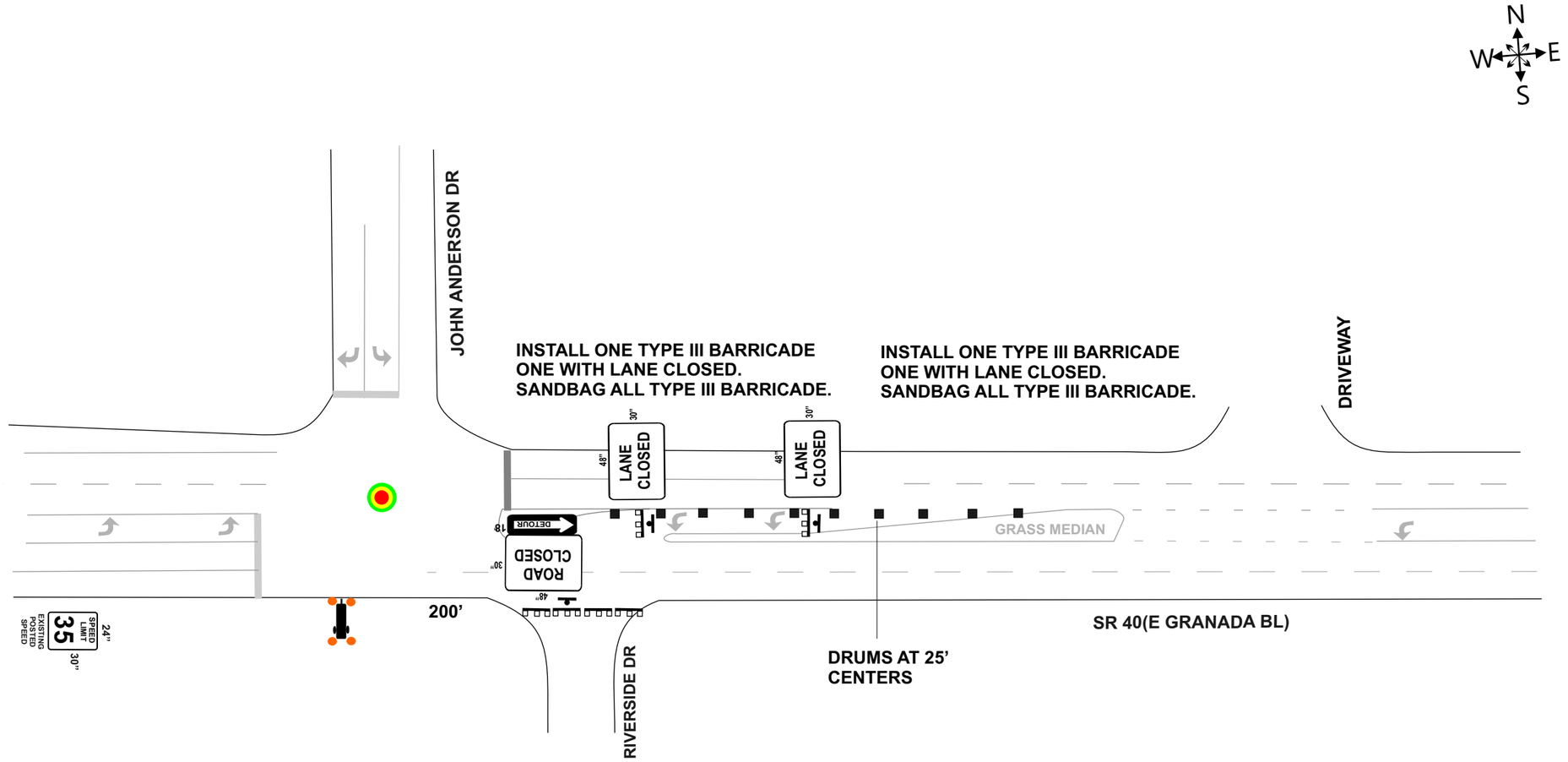
PIT #6 THIRD PHASE.
MOVE THE ROAD CLOSED AHEAD SIGNS AND BARRICADES SOUTH OF ORMOND PARKWAY THEY MUST STAY THERE UNTIL PIT #6 IS FINISHED.

ROAD CLOSURE
RIVERSIDE DR
ORMOND BEACH, FL

ROAD CLOSURE	
PREPARED FOR:	JD WEBER CONSTRUCTION
DATE:	4/1/25
SCALE:	NONE
SHEET #:	2 OF 4
DRAWN BY:	Michelle Sladewski-Better Barricades, Inc
CERT #:	610463 REVISED 5/19/25

VARIABLE MESSAGE BOARDS

ROAD CLOSURE BEGINS	06-02-25 TO 09-26-25
RIVER-SIDE DR CLOSED	USE S HALIFAX DR



NOTE:

RIVERSIDE DR WILL BE CLOSED AT SR 40/E GRANADA BL. TRAFFIC WILL BE DETOURED TO S HALIFAX DR. SR 40 IS AN FDOT ROADWAY THE FDOT MUST BE NOTIFIED ABOUT THE LANE CLOSURE.

LEGEND

- = SIGN(S)
- = TYPE III BARRICADE
- = SIGNALIZED INTERSECTION
- = ORANGE/WHTIE DRUMS
- = VARIABLE MESSAGE BOARD(S) WITH FOUR(4) ORANGE/WHITE DRUMS.
- = WORK ZONE 3100' +/- (6 LOCATIONS)

ROAD CLOSURE

RIVERSIDE DR

ORMOND BEACH, FL

ROAD CLOSURE	
PREPARED FOR:	JD WEBER CONSTRUCTION
DATE:	4/1/25
SCALE:	NONE
SHEET #:	3 OF 4
DRAWN BY:	Michelle Sladewski-Better Barricades, Inc
CERT #:	610463 REVISED 5/19/25

NOTES

1. ALL SIGNS, CONES, PLASTIC DRUM, BARRICADES, TUBULAR DEVICES, FIXED(SURFACED MOUNTED) CHANNELIZING DEVICES, ROADWAY MARKINGS, PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES, LOW PROFILE BARRIERS AND TYPE K CONCRETE BARRIER SYSTEMS AND OTHER TEMPORARY TRAFFIC CONTROL DEVICES MUST BE USED/INSTALLED PER THE MOST RECENT FDOT STANDARD PLANS FOR ROAD CONSTRUCTION AND FDOT PREFERRED PARTS LIST.
2. THE POSTED SPEED LIMIT THROUGH THE WORK ZONE SHALL BE SHOWN ON DRAWINGS.
3. ALL SIGNS SHALL BE INSTALLED FOR ADVANCE VIEWING (NO LIMBS OR OTHER OBJECTS BLOCKING VIEW).
4. CAUTION SHALL BE EXERCISED IN SIGN PLACEMENT AND TRAFFIC CONTROL DEVICES TO AVOID CAUSING SIGHT DISTANCE HAZARDS.
5. ALL SIGN SHALL BE POST MOUNTED UNLESS OTHERWISE NOTED AND ALL SIGNS 48" WIDE AND ABOVE SHALL BE MOUNTED ON TWO(2) POSTS.
6. WHEN REPLACING TEXT OR USING PLATES TO COVER TEXT ON SIGNS, ALL NEW TEXT ON THAT SIGN SHALL BE THE SAME SIZE AND THE MINIMUM STANDARD BEING THE EXISTING TEXT.
7. ONLY IN EXTREME CASES WILL SIGNS BE MOUNTED ON TYPE III BARRICADES. ALL SIGNS MOUNTED ON TYPE III BARRICADES SHALL BE INSTALLED ABOVE THE THREE REFLECTIVE RAILS. THESE RAILS SHALL NOT BE BLOCKED.
8. CONTRACTOR WILL BE RESPONSIBLE FOR ADEQUATELY BARRICADING ALL AREAS DEEMED HAZARDOUS FOR VEHICULAR ACCESS INSIDE THE CONSTRUCTION ZONE.
9. CONTRACTOR SHALL PROVIDE PATHWAY PASSAGE WHEN WORK ZONE IS IN CONFLICT WITH PEDESTRIAN MOVEMENT PER THE MOST RECENT FDOT DESIGNS STANDARDS, INDEX 660.
10. LOCAL RESIDENTS AND EMERGENCY RESPONSE VEHICLES WILL BE PERMITTED ACCESS AT ALL TIMES.
11. WORK HOURS: 7:00AM -7:00 PM 117 DAYS.

M.O.T. ON SITE REFERENCE MATERIAL:

Contractor shall maintain at the projects location (cell phone viewing not acceptable):
(1) 11"x17" paper copy of the approved MOT/Traffic Control Plan or FDOT Design Standards Index Sheet.
(2) 8"x11" print of the sent formal email approval, if applicable.

CERTIFICATE
OF COMPLETION

Michelle Sladewski

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider

IOA Risk Services
1855 W State Rd 434
Longwood, Fl 32750
Phone: 800-768-7036

Verify this Certificate by visiting www.motadmin.com

05/29/2023	05/19/2027	J.L.	610463
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

ROAD CLOSURE
RIVERSIDE DR
ORMOND BEACH, FL

ROAD CLOSURE		
PREPARED FOR:	JD WEBER CONSTRUCTION	
DATE:	4/1/25	
SCALE:	NONE	
SHEET #:	4 OF 4	
DRAWN BY:	Michelle Sladewski-Better Barricades, Inc	
CERT #:	610463	REVISED 5/19/25

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Finance - Grants		
Subject:	FY 2024-2025 Edward Byrne Memorial Justice Assistance Grant (JAG) - Countywide Distribution		

Summary:

This is a request for City Commission approval of the recommended distribution of $138,575 of Federal Fiscal Year 2024-2025 Edward Byrne Memorial Justice Assistance Grant (JAG) funds for 4 substance abuse, crime prevention, and justice assistance programs within Volusia County, and planning and evaluation.

Grant regulations require approval of the funding distribution by the majority of all local governments within the County. In a letter dated May 21, 2025, Mayor Leslie received notification of the requested distribution letters from a majority of Volusia County municipalities with a requested return date of no later than June 21, 2025.

The following is a complete distribution list which has been recommended by Volusia County.

Recipient	Contractor & Title of Project	Amount
Co. of Volusia	Daytona Beach Shores Department of Public Safety: Drug Detection K9	$24,500
Co. of Volusia	City of Holly Hill: Improving Traffic Homicide Investigations	$7,855
Co. of Volusia	The House Next Door: Success by Design Program	$27,538
Co. of Volusia	SMA Healthcare, Inc: Adult Drug Court Peer Recovery Specialists	$78,682
	Total	**$138,575**

	Since the Ormond Beach Police Department receives a federal direct JAG award, it is not allowed to request County-wide JAG funding.
Financial Impact:	None
Citizen Impact:	Two of the programs selected are County-wide programs run by non-profit agencies which assist citizens in need throughout Volusia County.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Volusia County distribution of $138,575 as indicated.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. Ormond Beach-FY24-25 JAGC 51% Notification Letter 2. JAG Countywide Distribution Letter June 3, 2025
Approval:	Kelly McGuire, Finance Director 5/23/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/28/2025 Joyce Shanahan, City Manager 5/29/2025

May 21, 2025

City of Ormond Beach
Honorable Mayor Jason Leslie
P.O. Box 277
Ormond Beach, FL 32174

Dear Honorable Mayor Jason Leslie,

The FY 2024-25 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto **your city's letterhead**
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original signed letters** to the County of Volusia, Division of Community Assistance, Attention: Alex Fox, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the two original letters be returned by **June 21, 2025**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5956 extension 12979 or email at mfox@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Alex Fox

Alex Fox
Planning and Monitoring Manager

CC: Joyce Shanahan, City Manager

CITY OF ORMOND BEACH

22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3204 • Fax: (386) 676-3330
Jason.Leslie@ormondbeach.org

Jason Leslie
MAYOR

June 3, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Ormond Beach approves the distribution of $138,575.00 of Federal Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County:

Recipient	Contractor & Project Purpose	Amount
County of Volusia	Daytona Beach Shores Department of Public Safety: Drug Detection K9	$24,500
County of Volusia	City of Holly Hill: Improving Traffic Homicide Investigations	$7,855
County of Volusia	The House Next Door: Success by Design Program	$27,538
County of Volusia	SMA Healthcare, Inc: Adult Drug Court Peer Recovery Specialists	$78,682
	Total	**$138,575**

Sincerely,

_____ _____

Honorable Mayor Jason Leslie
City of Ormond Beach

Date

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Pretreatment Effluent Pump Purchase		
Summary:	This agenda item is to inform the City Commission that staff intends to utilize the auto-renewal portion of the Pretreatment Effluent Pump Purchase contract with Alpha General Services, LLC. The City entered into a contract with Alpha General Services, LLC, to provide pretreatment effluent pumps with an established unit bid price as-needed, under Resolution 2023-99. This contract is for two (2) years, beginning June 6, 2023, with three (3) one-year auto-renewals. Staff intends to utilize the first one-year auto-renewal, thereby extending the contract to June 6, 2026. Under the current contract, Alpha General Services, LLC, has provided reliable and high-quality service.		
Financial Impact:	The City anticipates spending approximately $60,000 on Preatrement Effluent Pumps this year. This estimate is based off of replacement numbers from previous fiscal years. Fund 409 - Water and Wastewater Renewal and Replacement Account has sufficient funds in FY 2025-2026 for these purchases.		
Citizen Impact:	Proper maintenance and replacement of wastewater collection components is necessary to provide sufficient and reliable services. The purchase of new preatment effluent pumps (pumps for PEP tanks), allows the City to maintain the level of service expected by the city's utility customers.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a one year auto-renewal for the Pretreatment Effluent Pump Purchase contract with Alpha General, LLC, unless otherwise directed by the City Commission.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. RES 2023-99 (Res Only)	
Approval:	Kelly McGuire, Finance Director	5/23/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	5/27/2025
	Joyce Shanahan, City Manager	5/29/2025

RESOLUTION NO. 2023-99

A RESOLUTION ACCEPTING A BID FROM ALPHA GENERAL SERVICES, LLC FOR THE PURCHASE OF PRETREATMENT EFFLUENT PUMPS ON AN AS-NEEDED BASIS, UNDER BID NO. 2023-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-21) regarding the purchase of pretreatment effluent pumps on an as-needed basis ("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 Alpha General Services, LLC with a bid of $335.00/pump is the lowest responsible and responsive bid (a copy of said bid being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds, not to exceed $70,000.00 in any fiscal year, have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Alpha General Services, LLC to provide pretreatment effluent pumps on an as-needed basis at a cost of $335.00/pump is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Alpha General Services, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Alpha General, LLC for purchase of the pumps at the said price, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund. Said contract is subject to the restrictions that funds appropriated for FY23/24 shall not exceed $70,000.00 and that funding for subsequent years shall be approved by the City Commission.

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

APPROVED AND AUTHENTICATED this 6th day of June, 2023.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2023\06-06-23\23-99 PEP purch Alpha General (P23-0089G).doc

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 **Alpha General Services, LLC** ("Contractor"), a Florida corporation, 1578 Alpha Road E, Sebring, FL 33870, 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 Bid ("Pretreatment Effluent Pump Purchases", ITB #2023-21) attached hereto as Exhibit "A" is incorporated herein by reference and is a material part of this Agreement. The Contractor shall provide the equipment at the prices set forth therein.

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 shall be automatically renewed for three (3) additional one-year periods unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. Final payment will be made only after delivery of the equipment and completion of the City's final acceptance inspection. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall deliver the equipment described on Exhibit "A" .

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the 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

Alpha General Services, LLC
Brian Radonski, General Manager
1578 Alpha Road E
Sebring, FL 33870

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. **Warranty**. All contracted parts shall be supplied with manufacturer's standard warranty. All repairs and service shall be supplied with a standard ninety (90) day warranty for materials and workmanship.

18. **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.

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

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

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

requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175 (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

21. **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.

22. **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.

23. **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.

24. **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.

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

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

DATED this 6 day of June, 2023.

Witnesses:

Print Name: Taylor Lochert

Print Name: Ashley Clements

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 15th day of May, 2023.

Witnesses:

Print Name: DONNA L PENNICK

Print Name: JOHN R. COXE III

ALPHA GENERAL SERVICES, LLC

By:

Print Name: Brian Radonski

Title: General Manager

Attest: Sherri LaPadula

Print Name: Sherri LaPadula

Title: Admin Mgr

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Pretreatment Effluent Pump (PEP) Purchase

Bid Number: 2023-21

Bid Opening Date & Time: 3/31/2023 @ 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: Alpha General Services, LLC

Bidder's Mailing Address: PO Box 3331

City, State, Zip Code: Sebring, FL 33871-3331

F.E.I.N or SS Number: 59-1821626

Phone Number: 863-382-1544

Email: sherri@alphageneral.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

Brian Radonski
NAME

General Manager
TITLE

3-29-2023
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 <u>not</u> 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.

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 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

Pretreatment Effluent Pump (PEP) Purchase

Bid 2023-21

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 101
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: Alpha General Services, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: 59-1821626

ADDRESS: 1578 Alpha Road E

Sebring, FL 33870

PHONE NO.: 863-382-1544 EMAIL: sherri@alphageneral.com

SUBMITTER'S NAME: Brian Radonski

(Typed or Printed in Ink)

TITLE: General Manager

AUTHORIZED SIGNATURE: I, Brian Radonski 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

Pretreatment Effluent Pump (PEP) Purchase

Bid 2023-21

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 101
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 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) year beginning October 1, 2023 and ending September 30, 2024** and will be automatically renewed for three additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to supply and deliver approximately 130 septic tank effluent pumps on an annual basis to the public works facility located at 501 North Orchard Street. The minimum quantity delivered at one time shall be 20 pumps. Delivery will be accepted when and as needed.

SPECIFICATIONS FOR SEPTIC TANK EFFLUENT PUMPS

PUMP PERFORMANCE REQUIREMENTS

Pumps shall be capable of delivering at or near 20 GPM at 50 TDH, 30 GPM at 40 Feet TDH with a shut off head of 60 TDH. The pump and control assembly shall weigh no more than 60 pounds. The pump(s) shall be designed to pump waste water or effluent containing a minimum 0.75 inch diameter solids without damage during operation The pump(s) shall be designed so that the shaft power shall not exceed the motor rated output throughout the entire operating range of the pump performance curve. The pumps shall be manufactured by a company regularly engaged in the manufacture and assembly of similar units for a minimum of 5 years. Pumps shall be supplied with a (pump on / pump off) water tight level control float. A fused disconnect switch or circuit breaker is all that shall be required above the sump.

Pumps shall be Champion CPEH5A or equivalent.

MATERIALS OF CONSTRUCTION

The upper volute, seal plates and motor housing shall be constructed of high quality ASTM A-48 class 20-30 cast iron or 304 stainless steel. Cast iron pump (s) shall be painted with a water based air dry enamel of 2.0 mil minimum thickness. All exposed hardware shall be 300 stainless steel. Discharge connection shall be a standard 2" inch NPT in the vertical position. Impellers shall be of the vaned enclosed or vortex design made of plastic or equivalent material.

MECHANICAL SEAL

The unit shall utilize a minimum single Type 21 or equal mechanical shaft seal which will operate in an oil atmosphere. The materials of construction shall be carbon for the rotating face and ceramic for the stationary face, 300 series stainless steel hardware, and all elastomer parts to be of Buna-N.

MOTOR

The pump motor shall be 115V, 60 Hz. 3450 RPM , single phase maximum 0.50 Hp and shall be minimum NEMA L rated for submersible operation. Motor(s) shall be rated at full load amps, shall have a 1.15 service factor and shall be rated for 20 starts per hour. Motor(s) shall be oil filled, copper wound, minimum class B insulated with built in over amperage protection. Motor shaft shall be stainless steel and shall be supported by two permanently lubricated or oil bath type, high temperature ball bearings, with a B-10 life rating at best efficiency point of 60,000 hours.

POWER CABLE AND CABLE ENTRANCE

The pump power cable shall be at 20 feet in length and suitable for submersible pump applications. The cable entrance shall incorporate strain relief and shall be sealed to eliminate water incursion into the motor.

DRY RUN CAPABILITY

The pump must be capable of running dry in air for extended periods without damage.

SUBMITTAL REQUIREMENTS

The following documentation is required to be submitted with the bid:

a. Pump catalog data
b. Pump performance curve
c. Typical installation drawing
d. Liquid level float control system

BID SCHEDULE

Description	Unit price
Furnish Pretreatment Effluent Pumps, FOB	$335.00

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:

Item	Supplier
Pumps	Champion Pump Company

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach Public Works Department, 501 North Orchard Street, Ormond Beach, Florida. 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.

City of Ormond Beach

Pretreatment Effluent Pump (PEP) Purchase

BID 2023-21

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.

Alpha General Services, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Brian Radonski
NAME

General Manager
TITLE

3-29-2023
DATE

City of Ormond Beach

Pretreatment Effluent Pump (PEP) Purchase

BID 2023-21

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Alpha General Services, LLC

COMPANY NAME

Brian Radonski

AUTHORIZED SIGNATURE

Brian Radonski

NAME (PRINT OR TYPE)

General Manager

TITLE

03-29-2023

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.

Alpha General Services, LLC

COMPANY NAME

Brian Radonski

AUTHORIZED SIGNATURE

Brian Radonski

NAME (PRINT OR TYPE)

03-29-2023

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:

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 <u>eligible</u> 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:** _____

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 form 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.

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - Yellowstone Landscape Grounds Maintenance Agreement		
Summary:	This is notification of staff's intent to allow the Yellowstone Landscape Agreement for grounds maintenance services to auto-renew for one (1) additional year. The City Commission authorized, through Resolution No. 2012-89, the grounds maintenance contract with Yellowstone Landscape, formerly Austin Outdoor LLC, for an initial 3-year term, which ended September 30, 2015. The contract has been renewed annually since that time with periodic amendments to ensure appropriate service levels are included for new and existing sites. City staff conduct regular surveys to ensure service costs remain competitive, at or below market rates in the area. Yellowstone Landscape consistently provides high quality of work and competitive pricing in performing the landscaping and grounds maintenance services to the City. Yellowstone is proactive when providing services, responsive to concerns, and willing to take on new projects. Yellowstone Landscape successfully provides mowing and grounds maintenance services to over 375 sites within the City, including mowing, edging, string trimming, blowing-off of hard surfaces, debris pickup and removal, weed control (manual and chemical), fertilization (turf grasses, plant material and trees), irrigation services (testing, parts and repair), landscape detail services (shaping, pruning and trimming), palm tree pruning, annual flower installation, mulch re-surfacing, and pest control and prevention.		
Financial Impact:	Funding for this contract is provided from the General Fund (001), Community Redevelopment Fund (104), Water/Wastewater Operating Fund (401), Airport Fund (108), and Solid Waste Fund (460). The current budgeted contract price is $1,994,554.69. This does not include		

	the 2025 CPI Adjustment. Contractually, the CPI Adjustment item will be brought back in a future Commission meeting.
Citizen Impact:	The auto-renewal of the grounds maintenance contract ensures the City grounds are maintained in the appropriate manner and residents are able to continue to enjoy the grounds which promotes greater quality of life.
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to renew the Yellowstone Landscape contract for grounds maintenance for an additional year, unless otherwise directed.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. Yellowstone Grounds Maintenance Agreement
Approval:	Kelly McGuire, Finance Director 5/23/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/27/2025 Joyce Shanahan, City Manager 5/29/2025

Agreement with Austin Outdoor, LLC
for Grounds Maintenance Services

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC**, P.O. Box 849, Bunnell, FL 32110, ("Contractor"), and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following.

1. **Scope of Work.** The document entitled "Invitation to Bid [Grounds Maintenance Services-Facilities, Parks & Right of Ways, Bid No. 2012-10]", attached hereto as Exhibit "A" is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** The initial term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2012 through September 30, 2015; and will be automatically renewed for additional one (1) year periods on October 1st of each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.** The Contractor shall provide the equipment and perform the services at the prices described in Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.

4. **Termination of Agreement.** This section is supplemental to Exhibit "A".

   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

   (b) This Agreement may not be terminated by the Contractor.

5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

7. **Amendment to Agreement.** Any amendment, change or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Contractor**
Isaac D. Turner, City Manager	William M. Dellecker, President
(copy to City Attorney)	Austin Outdoor, LLC
22 South Beach Street	P.O. Box 849
Ormond Beach, FL 32174	Bunnell, Fl 32110

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

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

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

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

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

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

noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

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

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

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

Contract Value	Limits (not less than)
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:

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

(d) Excess Liability

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

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

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

18. **Requirements for Certificates of Insurance.**

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be

required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment

proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

DATED this 19th day of June, 2012.

Witnesses:

CITY OF ORMOND BEACH

Print Name: Shá Moss

By: Ed Kelley
ED KELLEY
Mayor

Print Name: Colby Cuesta

Attest:
JOYCE SHANAHAN
City Manager

DATED this 2nd day of July, 2012.

Witnesses:

AUSTIN OUTDOOR, LLC

Print Name: BARRY CRITCHER

By:
Print Name: William M. DeBecker
Title: President

Print Name: David Grotean

Attest:
Print Name: AL LALONDE
Title: CHIEF FINANCIAL OFFICER

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Grounds Maintenance Services – Facilities, Parks & Right of Ways**

BID NUMBER: **2012-10**

BID OPENING DATE & TIME: **April 25, 2012 at 10:00 A.M.**

BID OPENING LOCATION: **2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: **March 21, 2012 at 2:00 P.M. - Mandatory**

PRE-BID MEETING LOCATION: **Training Room at Human Resources Office, City Hall**

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

BIDDER'S NAME: Austin Outdoor, LLC

BIDDER'S MAILING ADDRESS: PO Box 849

CITY-STATE-ZIP: Bunnell, FL 32110

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211 FAX NUMBER: 386-437-5143

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

William M Dellecker
NAME (TYPED)

President
TITLE

4/23/2012
DATED

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of One Hundred and Twenty (120) days unless otherwise specified.**

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

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for One Hundred and Twenty (120) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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

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

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

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

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

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional grounds maintenance services throughout the entire City of Ormond Beach (Zones 1 through 4) for all facilities, parks and rights of way.

SCHEDULE OF BID:

March 11, 2012	Legal Advertisement
March 21, 2012	**Mandatory** Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.
April 25, 2012	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of **three (3) years** starting on the commencement date and will be automatically renewed for additional **one (1) year periods** unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

BID DELIVERY: Submit **one (1) signed and unbound original** Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

TECHNICAL QUESTIONS: Submit all technical questions regarding this Bid to the City's Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, macdonald@ormondbeach.org.

REJECTION RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of proposals.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

BIDS TO BE IN EFFECT: Each Bid shall state that it is valid for a period of not less than one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. This proof of insurance will be required prior to commencement of any **on-site** work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Annual - A plant that lives for only a year.

Authorized Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

City - the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.

Contractor - the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

Debris - all material normally removed after maintenance or installation, such as sand, glass, paper, cans, trimmings, etc.; it does not include larger items such as large stones, wood, cable, etc.

Director - the Leisure Service Director, or his/her designee.

Erosion - the group of natural processes, including weathering, dissolution, abrasion, corrosion, and transportation, by which material is worn away from the earth's surface.

Fertilizer - anything added to the soil to maintain or increase its fertility. Fertilizers may be organic, that is derived from once-living matter, as are manure, compost, and bone meal; or inorganic (artificial), such as soleplate or ammonia or superphosphate, which are prepared in chemical factories.

Ground Cover - a dense, extensive growth of low-growing plants, other than turf grass, normally reaching a maximum height of not more than eighteen (18") inches at maturity.

Herbicide - a substance that kills plants or inhibits their growth. Nonselective herbicides, generally toxic, are used to clear all plants from a broad area; selective herbicides attack weeds without permanently harming ornamental plants.

Irrigation System - the supply of water to landscape areas by an automatic sprinkler system.

Logbook - an official record book with daily entries of project status, pertaining to plant condition, fertilization, herbicide, pesticides, and irrigation repairs.

Mulch - used in landscape design to retard erosion, weed infestation, and retain moisture in planting areas.

Palm - a monocot tree which normally attains an overall height of at least twenty (20) feet.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

pH - the scale on which the acidity or alkalinity of soil is measured. It ranges from 1, an acid of fearsome strength, to 14, an alkali of equal ferocity, with 7 being the neutral point. Most garden soils fall between a pH of 5.5 and 8.6.

Plant Material - any of the following or a combination thereof such as, but not limited to: grass, ground cover, shrubs, vines, hedges, trees and palms.

Prune - the removal of dead, dying, diseased, weak or objectionable branches in a manner consistent with the National Arborist Association standards as incorporated herein, and as may be amended.

Shrub - a self-supporting woody perennial plant normally growing to a height of twenty-four (24") inches or greater and characterized by multiple stems and branches continuous from the base.

Sucker Growth - a shoot or stem that arises from the roots or trunk bases of a tree or shrub.

Supervision - the act, process, or function of supervising.

Top Soil - a medium composed of naturally occurring mineral particles and organic matter which provides physical, chemical and biological properties necessary for plant growth.

Tree - any living self-supporting woody plant which locally grows to an overall height of fifteen (15) feet or greater with a minimum crown spread of fifteen (15) feet or greater and which has a trunk which can be maintained with over five feet of clear trunk.

Turf Grass - any member of the very large grass family (Poaceae or Gramineae). Any area planted with lawn grasses.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

Weed - any plant that is unwanted and a nuisance in the context of a particular environment, whether it be a garden, a cultivated field, a pasture or in natural woodland or forest.

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing machinery, equipment, tools, all materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and required in these specifications.

MAINTENANCE CLASSES: Staff has designated all locations within this bid as one of the following service classes or what we refer to as "level of finish". The more site visits performed, the higher level of finish is expected for a site with that designation.

Each class typically represents the frequency of turf grass mowings / cuts unless otherwise noted in the chart and other landscape related maintenance tasks such as pruning of trees, shrubs and groundcovers as needed or as specified in this bid document. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits etc. must be performed with every scheduled site visit.

Example #1: Granada Medians – Class "A" requires 39 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

Example #2: - Vining Court – Class "A" requires 0 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) **maintenance visits** shall be provided between January 1st and December 31st.

Maintenance Frequency: The first thirty (30) **visits** of the season are to occur every seven (7) days starting March 14th. The final nine (9) **visits** are to occur every fourteen (14) days (November 1st to March 13th).

Class "B" Maintenance

Number of Site Visits: A total of twenty-nine (29) **maintenance visits** shall be provided between January 1st and December 31st.

Maintenance Frequency: The first two (2) **visits** of the season are to occur every fourteen days starting on April 1st. The next seventeen (17) **visits** of the season are to occur every seven (7) days (May 1st to August 31st). The next six (6) **visits** are to occur every fourteen (14) days (September 1st to November 30th). The final four (4) **visits** are to occur every thirty (30) days (December 1st to March 31st).

Class "C" Maintenance

Number of Site Visits: A total of sixteen (16) **maintenance visits** shall be provided between January 1st and December 31st.

Maintenance Frequency: The first ten (10) **visits** of the season are to occur every fourteen days starting April 1st. The final six (6) **visits** are to occur every thirty (30) days (September 1st to March 1st).

Class "D" Maintenance

Number of Site Visits: A total of eleven (11) **maintenance visits** shall be provided between January 1st and December 31st.

Maintenance Frequency: The eleven (11) **visits** are to occur approximately every thirty (33) days.

The following maintenance activities will occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass area, parking area, sidewalks mulched landscape areas and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds, tree limbs, etc. from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shouldn't be allowed to reach a height of six (6") inches or more unless otherwise requested by the City. The minimum turf grass mowing heights are as follows:

St. Augustine – 3" minimum mowing height

Empire Zoysia – 2" minimum mowing height

Argentine Bahia – 3" minimum mowing height

Areas where large mowers are impractical shall be serviced using **small push mowers such as the narrow median tips along Granada Boulevard, US1, Nova Road and A1A.** Mowing of wet turf grass shall be avoided unless permission is authorized by City staff. Contractor shall leave surrounding area(s) in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. **Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains per City Ordinance, Section(s) 10-8 and 10-9.**

PRUNING OF SHADE AND ORNAMENTAL TREES: Trees are to be pruned to maintain their natural shape and form by cutting any limb or "flag" that creates an odd shape or appearance. Dead, dying, diseased, sucker growth, and weak branches shall be removed to maintain a minimum 7'6" clear trunk height to provide unimpeded pedestrian or vehicular use of the sidewalks, roadways, parking areas, turf grass areas, planting beds, playgrounds and to provide visibility to all traffic devices and business identification signage.

All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards.

Crape myrtle trees are not pruned within the City limits and are not part of this bid. However, the contractor is responsible to remove all sucker growth that occurs between the rootball and bottom of the tree canopy.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor will also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements, if needed (see ornamental pruning specifications). The Maximum shrub height if found within sight distance triangles is 2'-6".

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses and unwanted plant growth shall be removed from all mulched planting areas by hand pulling to removing the entire root system, or by herbicide spraying to effectively kill the entire root system of unwanted plant material. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor is responsible to remove and dispose of all dead ornamental trees, shrubs and ground cover during each scheduled visit. The contractor is responsible to notify staff to determine if a replacement is necessary.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

The following maintenance specification and schedules must be adhered to during this maintenance contract:

TURF GRASS FERTILIZATION (St. Augustine and Empire Zoysia): All turf grass shall receive four (4) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized four (4) times per year and no more than one (1) pounds of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash will be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and September.

SHADE AND ORNAMENTAL TREE FERTILIZATION: All trees shall be fertilized one (1) time per year in early Spring with a balanced, slow release fertilizer, including minors at a rate of one (1) lbs per inch of caliper measured at DBH (4.5' above rootball).

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and September. Broadcast the fertilizer under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUNDCOVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) times per year in March with a heavy application of a balanced, slow release fertilizer, including minors. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting on-top of mulch will not be allowed unless approved by City staff.

DISEASE & INSECT CONTROL: Contractor is responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations will be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records will be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City Contract Manager. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Ormond Beach Building and General Inspections Division.

HERBICIDES: Herbicide(s) may be used only with the prior written approval of the City and only in those areas authorized by the City staff. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and be competent to recommend appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be State Licensed to apply herbicides, and a copy of that license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas will be replenished once a year during the winter months of November to March. The Contractor will properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes (per City Landscape Architect direction), raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks, removing all weeds and dead plant materials prior to top-coating existing mulch areas with grade "A" shredded cypress hardwood mulch with pre-emergent. The Contractor shall replace areas where wash out occurs due to storms on an as-needed basis and the repair work will be billed as an extra work item. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

PLANT MATERIAL PRUNING SPECIFICATIONS AND SCHEDULE:

SHADE AND ORNAMENTAL TREES: Contractor will be responsible to prune all trees within the locations listed in this bid document. All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards. Contractor will not be responsible to prune trees above a 15' height limit. Some of the most common trees are listed below:

Crape Myrtles: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6". **We do not cut back or tip our Crapes on a yearly basis.**

EP / Dahoon Hollies: Prune to keep a loose natural form by removing any branches that take away from the natural oval shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". DO SHEER INTO A TIGHT TOPIARY SHAPE.

Elm Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Maple Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oaks Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oleander Standard Species: Prune to keep a loose natural form by removing any branches that take away from the natural round shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". **Do not sheer into a tight topiary shape.**

PALM TREES (ADDITIVE ALTERNATE): Contractor will be responsible to prune all palm trees per the quantities listing below if they are added to the base bid of this contract. The palms will be trimmed at the frequency specified to keep them free of seedpods and dead palm fronds. **No green palm fronds shall be removed during any trimming.**

SHRUBS: Contractor will be responsible to prune all shrubs within the locations listed in this bid document. Some of the most common materials are listed below with general maintenance specifications of each:

Azaleas: Prune after bloom has ended.

Boxwoods: Sheer tightly and box at a height of 24"- 36" as directed by staff.

Crinums: Remove damaged leaves and flower pods in Winter / Spring. Do not cut to ground unless directed by staff.

Japanese Holly: Sheer loosely and rounded at a height of 24"- 48" as directed by staff.

Japanese Privet: Sheer top rounded to a height of 24"– 48" as directed by staff.

Ilex Species: Sheer tightly and rounded at a height of 18"- 36" as directed by staff.

Indian Hawthorn: Sheer tightly and rounded at a height of 18"- 36" as directed by staff.

Juniper Species: Do not sheer as this will damage the plant material by browning the growing tips. Only remove brown branches with hand pruners.

Nandinas: Sheer tightly and rounded at a height of 18"- 30" as directed by staff.

Oleanders: Prune loosely and rounded at a height of 24"- 48" as directed by staff.

Philodendrons: Prune to remove damaged / brown leaves as needed.

Pineapple Guava: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Pittosporums: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Podocarpus: Sheer tightly and box at a height of 36"- 72" as directed by staff.

Shrub Roses: Dead head roses after bloom and keep form small and compact.

Schefflera: Sheer loosely and rounded at a height of 36"- 48" as directed by staff.

Silverthorn: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

Viburnum Species: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

Wax Myrtles: Sheer loosely and rounded at a height of 48"-72" as directed by staff.

GROUNDCOVERS: Contractor will be responsible to prune all groundcovers within the locations listed in this bid document. Some of the most common materials are listed below with general maintenance specifications for each:

Agapanthus: Remove spent flower stalks after bloom is completed within 30 days.

Asiatic Jasmine: Sheer once per year to adjust height for matching consistency.

Bulbines: Remove spent flower stalks after bloom is completed within 30 days.

Daylilys: Remove spent flower stalks after bloom is completed within 30 days.

Flax Lilies: Remove spent flower stalks after bloom is completed within 30 days.

Iris: Hand prune to thin out material as needed to remove old dead or dying growth. Remove spent seed pods after bloom is completed within 30 days.

Junipers: Do not sheer as this will damage the plant material by browning the growing tips. Only remove brown branches with hand pruners.

Liriopes: Hand prune to thin out material as needed to remove old dead or dying growth.

Perennial Peanut: Mow once per year as directed by staff.

Society Garlic: Remove spent flower stalks after bloom is completed within 30 days.

ORNAMENTAL GRASSES: Contractor will be responsible to cutback all grasses within the locations listed in this bid document. Some of the most common grasses are listed below:

Crown Grass: Do not cut back unless authorized by staff. (Example: I-95 Slopes).

Dwarf Fakahatchee Grass: Do not cut back unless authorized by staff. (N. US1 Gateway).

Fountain Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Muhly Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Pampas Grass: Cut back to 2' – 4' foot tall at beginning of Winter.

Sandcord Grass: Cutback to 4"-6" inches tall at beginning of Winter.

The following specifications are for the Granada Boulevard Medians specifically but should be used as a guideline for all FDOT permitted median plantings.

Yaupon Hollies: Must be maintained at a maximum height of 24" inches. The hollies along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Flax Lilies: Cut back 2"-3" above the ground if damaged by frost.

Indian Hawthorn: Must be maintained at a maximum height of 24" inches. The hawthorn along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Parson Junipers: Prune the brown out of the junipers and remove dead plants as if required.

Nandina Firepower: Must be maintained at a maximum height of 24" inches. The nandina along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Plant Free Zone: Maintain a four (4') foot, plant free mulch zone behind back of curbs so the materials do not obstruct the irrigation spray. Also, all ground cover within a 3' radius of an existing irrigation heads should be removed for the same reason above.

ANNUAL FLOWERS: The contractor shall purchase, deliver, and furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers per quarter. Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by the City.

January - March	=	7,500 Annuals
April - June	=	7,500 Annuals
July - September	=	7,500 Annuals
October - December	=	7,500 Annuals

Proper annual spacing is as follows: 8"-10" spaces on-center.

IRRIGATION SYSTEMS: (ADDITIVE ALTERNATE) Contractor is responsible for the entire irrigation system from the water meter to the sprinkler excluding the meter.

Irrigation systems, including but not limited to all heads, pipes, valves, rain shut-off devices controllers etc., shall be thoroughly inspected at the first sign of turf or shrub distress and tested monthly for each area. Heads shall be visually inspected at each mowing and all necessary repairs shall be made immediately.

Inspections shall include the firing of all zones for the purpose of flushing and adjusting heads to provide for maximum coverage and efficiency. Contractor's personnel shall do visual inspections on a continual basis during the day-to-day maintenance operation. This shall include observing for dry areas, wash outs, missing or broken heads, etc. and reporting any problems to the Contractor's appropriate supervisor, to be scheduled for repairs. Contractor is responsible for monitoring for overuse of water – repair and reset as needed. Contractor is required to monitor and minimize overspray of irrigation heads onto paved surfaces (concrete/asphalt). **A monthly irrigation system inspection report shall be submitted and the area of repair shall be kept in a logbook. Any repairs charged to the City should be noted in this report to coincide with the monthly billing for extra work.**

Controllers shall be set by a qualified member of Contractor's staff according to design specifications and the current weather conditions, in compliance with all applicable local, state, or federal regulations. Irrigation schedules shall be submitted to the City staff for approval. The City shall provide staff assistance to the Contractor with respect to controller questions and state/local watering restrictions.

Repairs or replacement of any of the systems for normal wear and tear shall be reported to City staff. The contractor will repair the system and charge the City based on the hourly rate and material markup as per the bid documents. Emergency repairs must be completed within 24 Hours of notice by City staff.

Contractor will be required to repair/replace any irrigation parts that fail or are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be turned in to the City staff.

EROSION: If there is noticeable erosion of any site caused by any means, the Contractor shall immediately notify the City's Contract Manager of its location. The Contractor shall be responsible for any erosion damage caused by Contractor's equipment or performance of its duties under this Contract.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

EQUIPMENT STORAGE: The Contractor is responsible for storing all equipment and supplies off site. The City will not provide any storage space for the contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City's Contract Manager. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City's Contract Manager).

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the contractor and staff, by the appropriate means. Typically, after March 15th.

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of plant materials is due to improper

maintenance or irrigation, the Contractor will be responsible for replacing such plant material at the Contractor's sole expense. City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by contractor for actions success. **No dead plant material** will remain in landscape. All replacements shall be done within one (1) week of notification. City staff shall approve all plant replacements, sizes and specifications.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT right-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup of the medians after a storm. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City's Contract Manager, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE: (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City staff. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of grounds maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City.

In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor and their employees must comply with all City regulations.

The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City staff. Contractor will notify the City staff (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow City staff to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City staff as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with City staff.

CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City' request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the contractor obtains prior written approval from City staff or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

AWARD: The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENT: No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved by the City Commission shall take effect on October 1, of the year in which approved.

TAXES: The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

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

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174.

Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement with or without cause upon one hundred eighty (180) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

This Agreement may not be terminated by the Contractor.

CITY OF ORMOND BEACH
INVITATION TO BID
GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule..
2. One (1) original letter of interest.
3. Philosophy and general project approach of the firm or individual.
4. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.
5. Provide financial information (Balance Sheet and Income Statement) for 2009, 2010, and 2011.
6. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:
   a) Contract name
   b) Address
   c) A brief description of the work
   d) Contract amount
   e) Duration
   f) Name of contact with telephone number
7. List of equipment the bidder possesses.
8. Copy of firm's current Operational Business License renewal.
9. Copy of firm's insurance certificates.
10. Conflict, Non-Conflict of Interest Statement and Litigation Statement
    A list of all lawsuits that the bidder has been a party to in the past five (5) years
11. Drug Free Workplace Certificate

CITY OF ORMOND BEACH
INVITATION TO BID

GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

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

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Liability Insurance, the Bonds (when required), the Project Specifications and/or Drawings, the signed Purchase Order, as issued by the OWNER, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

(c) The Contract Time constitutes the number of calendar (consecutive) days allowed for the completion of the Work. The time shall commence on the date set in the Notice to Proceed. The completion date shall not fall on a Saturday or Sunday or on any legal holiday and shall be advanced to the next "business" day.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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

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

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
GROUNDS MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

Addendum Date	Addendum Number
4/17/2012	#1

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

(c) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

GROUNDS MAINTENANCE - ZONE 1

ITEM #	SITE NAME	ADDRESS	ACREAGE	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Birthplace of Speed Park	21 Ocean Shore Blvd	.68 Acre	39-A	9	$ 5,384.00
2	NE Bridge Approach	John Anderson & Granada Ave.	.05 Acre	16-C	2	$3,402.00
3	Windward Circle	End of Windward Dr.	.01 Acre	11-D	0	$180.00
4	Sundance Trail	1 Block S. of Neptune Dr.	.01 Acre	11-D	0	$180.00
5	Lift Station 6P	350 John Anderson Dr	.18 Acre	16-C	5	$252.00
6	Colonial Circle	Colonial & John Anderson	.07 Acre	16-C	1	$252.00
7	Country Club Med/Ent.	Country Club & N. A1A	.06 Acre	16-C	0	$252.00
8	Standish Water Tank	20 Standish Dr.	.15 Acre	16-C	0	$ 252.00
~~9~~	~~Bellewood Circle~~	~~Bellwood & N. Halifax~~	~~.12 Acre~~	~~16-C~~	~~0~~	~~$252.00~~
10	Ellicott Drive	Ellicott Dr. & N. A1A	.04 Acre	16-C	0	$ 252.00
11	Woodhaven Circle	John Anderson & Woodhaven Dr.	.02 Acre	16-C	1	$ 252.00

GROUNDS MAINTENANCE - ZONE 1 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
12	St. Marks Circle	1 block E. of John Anderson off Halifax Dr.	.02 Acre	16-C	1	$252.00
13	Ted Porter Park	1044 John Anderson	.15 Acre	16-C	3	$504.00
14	Sandcastle Drive Medians	Between John Anderson & A1A	.02 Acre	16-C	0	$252.00
15	Streetscape Granada Blvd.	A1A to N. Orchard - SR40	1 Acre & 5 Medians	39-A	29	$9,219.00
16	Post Office, Beachside	55 E. Granada Blvd	.05 Acre	39-A	1	$2,460.00
17	Fortunato Park	2 John Anderson Dr	2.65 Acre	39-A	12	$13,079.00

GROUNDS MAINTENANCE - ZONE 2

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Fire Station #91 (See attached plan for additional Maintenance Requirements)	364 S Atlantic Ave	1 Acre	39-A	12	$ 8,317.00
2	Tennis Center	38 E. Granada	2.29 Acre	39-A	3	$ 8,191.00
3	The Casements	25 Riverside Dr.	1.71 Acre	39-A	11	$ 6,655.00
4	Rockefeller Gardens/S.E. Bridge Approach	26 Riverside Dr.	3.41 Acre	39-A	10	$ 16,104.00
5	Bosarvey Circle	Bosarvey & S. Halifax Dr.	.03 Acre	16-C	0	$ 252.00
6	Riverside Circle	Off of Riverside Dr.	0 Acre	11-D	0	$ 96.00
7	Ormond Parkway Lift Station 3P & Park	252 Riverside Dr.	.07 Acre	16-C	0	$ 384.00
8	Magnolia & Valencia	Magnolia & S. Halifax Dr.	.01 Acre	16-C	2	$ 252.00
9	Vadner Park	105 Seminole Ave.	.61 Acre	16-C	2	$ 384.00
10	Fluhart Corner	Fluhart & S. Halifax Dr.	0 Acre	11-D	0	$ 96.00

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Milton Pepper Park	6 Bayberry Ct	.16 Acre	39-A	6	$ 2,460.00
12	Lift Station 2P	605 Riverside Dr.	.0046 Acre	11-D	0	$ 180.00
13	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (W)	.002 Acre	16-C	1	$ 252.00
14	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (E)	.002 Acre	16-C	0	$ 252.00
15	Marvin Cemetery	106 Marvin Rd	.02 Acre	16-C	0	$ 384.00
16	Lift Station 5P	812 Riverside Dr.	.01 Acre	11-D	0	$ 264.00
17	Ormond Shores Park	201 Ormond Shores Dr.	2 Acre	39-A	6	$ 4,296.00
18	Vining Court	Vining Court	0.15 Acre	0-B	8	$ 9,132.00
19	Ormond Parkway Palms	Ormond Parkway	N/A	0-D	1	$ 180.00
20	Arlington Way Palms	Arlington Way	N/A	0-D	1	$ 180.00

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
21	Ellinor Village Sign	10 Mulberry Dr. & 63 Byron Ellinor Dr	0.01 Acre	0-C	2	$ 252.00
22	Granada Beach Approach	300 E Granada Blvd.	0.02 Acre	0-A	2	$ 924.00
23	Memorial Gardens	78 E Granada Blvd	N/A	IRRIG. ONLY	14	$ 180.00
24	A1A Medians	A1A	9 Medians	39-A	18	$ 13,727.00
25	Andy Romano Beachfront Park	839 S. Atlantic Ave	3.27 Acre	39-A	15	$ 8,077.00

GROUNDS MAINTENANCE - ZONE 3

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Bailey Riverbridge Gardens NW Bridge Approach	1 N. Beach St.	1.36 Acre	39-A	18	$ 11,372.00
2	New Britain Parking Lot	15 N Washington St.	1.21 Acre	39-A	9	$2,460.00
3	State Road 40	Orchard St. W. to Old Kings Rd.	1.25 Acre	39-A	0	$ 12,797.00
4	N. Beach St. ROW	N. Beach St. & Rosewood/N. Beach & Dix/N. Beach & Lincoln	.19 Acre	16-C	0	$252.00
5	Hernandez & US1	Hernandez & US1	.28 Acre	16-C	0	$ 504.00
6	Wilmette Circle	Off of Wilmette Ave.	.04 Acre	16-C	1	$ 252.00
7	Senior Center	351 Andrews St	.53 Acre	39-A	10	$ 8,994.00
8	Performing Arts Center	399 N. US 1	2.22 Acre	39-A	11	$ 15,363.00
9	Huguenot Park	401 N. Beach St.	.44 Acre	29-B	2	$1,836.00
10	Sanchez Park / Lift Station	329 Sanchez Ave.	1.93 Acre	39-A	2	$7,974.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Woodmere Park	630 N Ridgewood Ave	.27 Acre	16-C	0	$ 504.00
12	Sanchez Gate Coquina Monument	1 Sanchez Ave	.008 Acre	16-C	0	$ 252.00
13	Lift Station 7M	903 N. Beach St.	.01 Acre	16-C	1	$ 252.00
14	Woodmere Entrance / Circle	Woodmere & N. Beach St.	.02 Acre	16-C	0	$ 504.00
15	Parkwood Circle	Parkwood 1 S. of Woodmere Dr.	.01 Acre	16-C	0	$ 252.00
16	Northbrook Dr. Median / Ent.	Northbrook & N. Beach St.	.12 Acre	16-C	1	$ 504.00
17	Santa Lucia Medians	Santa Lucia & N. Beach St.	.08 Acre	16-C	0	$ 504.00
18	Santa Lucia Park	1099 Oak Forest Dr	.20 Acre	16-C	0	$ 252.00
19	Avenue Bonita Medians	Ave. Bonita & N. Beach St.	.03 Acre	16-C	0	$ 504.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Eileen Terrace Median	Eileen Terrace & N. Beach St.	.01 Acre	16-C	0	$ 252.00
21	Avenue La Vista Medians	Ave. LaVista & N. Beach St.	.03 Acre	16-C	0	$ 384.00
22	Carmel Terrace Median	Carmel Terrace & N. Beach St.	.01 Acre	16-C	0	$ 252.00
23	Sharon Terrace Median	Sharon Terrace & N. Beach St.	.01 Acre	16-C	0	$ 252.00
24	Fleet Maintenance Complex	500 N. Orchard St.	2.09 Acre	29-B	2	$ 9,762.00
25	Public Works Complex	501 N. Orchard St.	2.22 Acre	29-B	10	$ 9,276.00
26	Waste Water Plant	550 N. Orchard St.	.92 Acre	29-B	7	$ 4,572.00
27	Water Tank	500 N. Orchard St.	.25 Acre	29-B	3	$ 2,736.00
28	Hospital Gardens	171 Old Kings Rd.	.51 Acre	16-C	2	$ 504.00
29	Shadow Lakes Entrance	Shadow Lakes & Nova Rd.	.09 Acre	29-B	0	$ 912.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
30	Nova Community Park / E. & W. side of Nova Rd. outside of ball field fences	440 N. Nova Rd.	10.12 Acre	39-A	14	$ 23,071.00
31	Lift Stations 8M2 & 8M3	301 & 103 Riverbluff Dr.	.04 Acre	16-C	0	$ 504.00
32	Airport Recreation Complex	1375 Harmony Ave	3 Acre	29-B	8	$ 9,364.00
33	Airport Entrance	730 Airport Rd.	3.77 Acre	39-A	6	$ 3,827.00
34	Business Park Entrance	Airport Rd. at Sunshine Blvd.	.5 Acre	39-A	12	$ 3,684.00
35	Lift Station ABP	14L Sunshine Blvd.	.4 Acre	16-C	2	$ 1,008.00
~~36~~	~~Fire Station #94~~	~~2301 Airport Rd.~~	~~.94 Acre~~	~~29-B~~	~~6~~	~~$ 2,785.00~~
37	Leeway Tank	301 Leeway Trail	1 Acre	16-C	0	$ 1,008.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
38	Breakaway Trail Treatment Plant	35 Breakaway Trail	1 Acre	16-C	0	$ 1,512.00
39	Ormond Towne Square	SE corner of SR40 and Williamson	1 Acre	16-C	0	$ 1,764.00
40	Hidden Hills	SR40 & Hidden Hills Dr.	.01 Acre	16-C	0	$ 252.00
41	Fire Station #93	300 Wilmette Ave	.87 Acre	39-A	5	$ 5,329.00
42	Tank Site	495 N Orchard St	1.35 Acre	39-A	4	$ 3,684.00
43	North Nova Rd Medians	Nova Rd	6 Medians	39-A	6	$ 9,933.00
44	Lakebridge ROW	Lakebridge Dr.	1.35 Acre	29-B	0	$ 2,736.00
45	I-95 Slopes	I-95 & SR-40	1.26 Acre	0-B	12	$ 9,973.00
46	Riverbend Park	775 Airport Rd	1 Acre	29-B	0	$ 1,824.00
47	N US-1 Gateway Sign	1000 N. US Hwy 1	0.01 Acre	29-B	1	$ 912.00
48	US-1 Medians	US Hwy 1	46 Medians	39-A	31	$ 26,917.00

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
49	SR-40 Medians (Orchard to Old Tomoka)	SR-40	32 Medians	39-A	57	$ 42,702.00
50	Williamson Medians	Williamson Blvd	9 Medians	39-A	5	$ 8,486.00

GROUNDS MAINTENANCE - ZONE 4

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Cassen Riverfront Park / SW Bridge Approach	1 S. Beach St.	1.97 Acre	39-A	12	$ 11,904.00
2.	City Hall / Library	22 S. Beach St.	1.41 Acre	39-A	21	$ 14,841.00
3	Live Oak ROW	Live Oak & Beach St.	.01 Acre	11-D	0	$ 348.00
4	Ames Park	195 S. Beach St.	1.44 Acre	39-A	0	$ 7,030.00
5	Indian Mound Park	196S. Beach St.	.35 Acre	39-A	0	$ 1,848.00
6	Fairview Avenue ROW	Fairview & S. Beach St.	.01 Acre	11-D	0	$ 348.00
7	Division Avenue ROW	Division & S. Beach St.	.01 Acre	11-D	0	$ 348.00
8	Ellsworth Avenue ROW	Ellsworth & S. Beach St.	.01 Acre	11-D	0	$ 348.00
9	Arbor Drive South ROW	Arbor and S. Beach St.	.01 Acre	11-D	0	$ 348.00
10	McAlister Drive ROW	McAlister and S. Beach St.	.01 Acre	11-D	0	$ 348.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Riverview Pump Station	559 S. Beach St.	.01 Acre	11-D	0	$ 180.00
12	Lorillard Place ROW	Lorillard Place & S. Beach St.	.01 Acre	11-D	0	$ 348.00
13	Reynolds Avenue ROW	Reynolds & S. Beach St.	.01 Acre	11-D	0	$ 348.00
14	Lift Station 1M	699 S. Beach St.	.07 Acre	11-D	0	$ 348.00
15	Arroyo ROW	S. Beach St. & Arroyo Pkwy.	.01 Acre	11-D	0	$ 348.00
16	Arryo Fountain	11 Arroyo Pkwy.	.03 Acre	16-C	1	$ 228.00
17	Riviera Park	901 S. Beach St.	6.86 Acre	39-A	12	$ 12,382.00
18	Plaza Triangle	Plaza Grande & S. Beach St.	.01 Acre	16-C	0	$ 252.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
19	Areca Triangle	Buena Vista & Areca	.10 Acre	16-C	0	$ 1,008.00
20	Plaza Grande Medians (2)	95 Plaza Grande	1.12 Acre	16-C	3	$ 1,570.00
21	Alcazar Triangle	Buena Vista & Alcazar	.53 Acre	16-C	0	$ 756.00
22	Seville Triangle	Buena Vista & Seville	.10 Acre	16-C	2	$ 504.00
23	Arroyo Oaks Mini-Park	165 Arroyo Pkwy.	.50 Acre	16-C	0	$ 756.00
24	Big Oak Triangle	Intersection of E. & W. Ridgewood Ave.	.13 Acre	16-C	0	$ 504.00
25	Capri Circle	Capri Cir. E. of S. Ridgewood Ave.	.01 Acre	16-C	0	$ 252.00
26	South Ormond Neighborhood Center	176Division Ave.	3.08 Acre	39-A	18	$ 10,862.00
27	Waldo O Berry Park	192 Central Ave	.25 Acre	39-A	6	$ 3,588.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
28	Washington Streetscape ROW	On Washington St. from Tomoka Ave. to Division Ave.	.75 Acre	29-B	0	$ 2,736.00
29	Corbin Parking Lot	101 Corbin Ave	0.5 Acre Lot .36 Acre	39-A	8	$ 6,144.00
30	Ormond Elementary ROW	ROW on S. Ridgewood Ave. from Granada Blvd. to Tomoka Ave.	.08 Acre	29-B	4	$ 912.00
31	Police Department	170 W Granada Blvd.	2.06 Acre	39-A	29	$ 11,157.00
32	Water Plant	298 Tomoka Ave.	.92 Acre	29-B	1	$ 3,192.00
33	Mary Street Lot	Mary St. & Malaga Ave.	.20 Acre	11-D	0	$ 348.00
34	Central Park (II)	601 Hammock Ln.	4 Acre	39-A	10	$ 8,654.00
35	Central Park (III)(A)	600 Hammock Ln.	5.15 Acre	39-A	10	$ 12,610.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
36	Central Park (III)(B)	601 Division Ave.	5.15 Acre	29-B	0	$ 3,296.00
37	Central Park (IV)	601 Hand Ave.	1 Acre	29-B	0	$ 3,158.00
38	Central Park (I)	601 Fleming Ave	5.50 Acre	39-A	1	$ 11,901.00
39	Lift Station AYO	600 Arroyo Pkwy.	.25 Acre	16-C	2	$ 252.00
40	Stratford Place	All medians in Stratford Pl. off of Hand Ave.	.15 Acre	29-B	2	$ 1,140.00
41	Mooreland Boulevard Medians	Mooreland Blvd. & S. Nova Rd. W. side	.71 Acre	39-A	6	$ 3,684.00
42	Woodlands Boulevard Entrance	Woodlands Blvd. & S. Nova Rd. W. side	.31 Acre	39-A	1	$ 1,848.00
43	Fire Station #92	189 S. Nova Rd.	.67 Acre	29-B	0	$ 1,824.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
44	Woodlands Circle	Woodlands Blvd.	.01 Acre	29-B	1	$ 456.00
45	Butternut Circle	Woodlands Blvd.	.01 Acre	29-B	1	$ 456.00
46	Hamlet Circle	Woodlands Blvd.	.01 Acre	29-B	1	$ 456.00
47	Sugarberry Circle	Woodlands Blvd.	.03 Acre	29-B	1	$ 456.00
48	Red Maple Circle	Woodlands Blvd.	.03 Acre	29-B	1	$ 684.00
49	Sandpiper Circle	Woodlands Blvd.	.03 Acre	29-B	2	$ 456.00
50	Winding Woods Wall	SR40 and Winding Woods E.	.02 Acre	16-C	1	$ 252.00
51	Lift Station 5M	900 W Granada Blvd	.17 Acre	16-C	0	$ 504.00
~~52~~	~~Trails 40 Medians (3) From SR40~~	~~SR40 & S. Forty Trail~~	~~.02 Acre~~	~~16-C~~	~~3~~	~~$ 756.00~~
53	Oakridge Cemetery	170 S. Nova Rd.	1.50 Acre	16-C	0	$ 1,260.00

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
54	South Nova Rd Medians	Nova Rd	18 Medians	39-A	16	$ 19,039.00
55	Division Ave Pond	801 Division Ave.	1.72 Acre	29-B	2	$ 3,060.00
56	South Old Kings Rd Pond	135 South Old Kings Rd	2.28 Acre	29-B	2	$ 3,958.00

MOWING - AREA 1

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Halifax Dr. - Granada S. to Riverbeach Dr. - AVOID 422 S. Halifax	.285 Acre	16-C	0	$ 252.00
2	Willis Dr. and Riverside - 20' ROW by river	.078 Acre	16-C	0	$ 252.00
3	Vining Court - on south side	.216 Acre	16-C	0	$ 252.00
4	Coquina - Lucky Dr. north to Vining Court	.277 Acre	16-C	0	$ 252.00
5	Lucky Dr. - from Bosarvey north to Vining Court	.094 Acre	16-C	0	$ 252.00
6	Seton Trail - From Bosarvey to Seminole	.049 Acre	16-C	0	$ 252.00
7	Bosarvey - Halifax east to A1A	.633 Acre	16-C	0	$ 773.00
8	Seminole - Halifax east to A1A	.916 Acre	16-C	0	$ 893.00
9	Osceola to Oleeta - ROW south east corner	.099 Acre	16-C	0	$ 252.00
10	Byron Ellinor - A1A west behind shopping center	.226 Acre	16-C	0	$ 252.00
11	Fluhart - From S. Halifax west to Pine, south side	.005 Acre	16-C	0	$ 252.00
12	Rockefeller, ROW on river and from sidewalk on north side east to A1A	.533 Acre	16-C	0	$ 504.00

MOWING - AREA 1 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Grandview - SE corner at Rockefeller and north of 503	.037 Acre	16-C	0	$ 252.00
14	Wild Olive - Intersection of Wild Olive and Ormond	.025 Acre	16-C	0	$ 252.00
15	Ormond Shore - Wild Olive west to Pinewood (south)	.029 Acre	16-C	0	$ 252.00
16	Northshore - A1A west to first drive past Pinewood	.101 Acre	16-C	0	$ 252.00
17	Pinewood - Riverbeach south to Northshore around corner	.079 Acre	16-C	0	$ 252.00
18	Palmetto - Marvin north to Benjamin including easement between houses at Palmetto and Benjamin	.099 Acre	16-C	0	$ 252.00
19	Milsap & Marvin - From A1A west including ROW and in front of Marvin Cemetery	.113 Acre	16-C	0	$ 252.00
20	Harvard - Just west of Bennigan's on north side	.025 Acre	16-C	0	$ 252.00

MOWING - AREA 2

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	John Anderson Drive. - Granada to Halifax AVOID 422 S. Halifax	.855 Acre	16-C	0	$ 830.00
2	Sandcastle - SE corner & south side to church lot	.112 Acre	16-C	0	$ 252.00
3	Banyan Drive - ROW at Banyan & Halifax	.679 Acre	16-C	0	$ 710.00
4	Ellicott - At A1A and around wall South side	.03 Acre	16-C	0	$ 252.00
5	Standish - South side east of N. Halifax	.131 Acre	16-C	0	$ 252.00
6	Dianne Drive - East end sides and island	.131 Acre	16-C	0	$ 252.00
7	Amsden - South side west of A1A	.014 Acre	16-C	0	$ 252.00
8	North Halifax - From Banyan Court south to Granada	.117 Acre	16-C	0	$ 252.00
9	Neptune - A1A west to golf course	.029 Acre	16-C	0	$ 252.00
10	Royal Palm - South side west of N. Halifax	.023 Acre	16-C	0	$ 252.00

MOWING - AREA 3

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Beach St. - Tomoka Ave. south to Division	.04 Acre	16-C	0	$ 252.00
2	S. Ridgewood	.97 Acre	16-C	0	$ 1,140.00
3	Tomoka St. - Beach St. west to US1	.155 Acre	16-C	0	$ 252.00
4	Corbin St. - S. Ridgewood west to US1	.109 Acre	16-C	0	$ 252.00
5	Grove St. - Tomoka south to Ellsworth & 1 ROW on Ellsworth	.179 Acre	16-C	0	$ 252.00
6	Arbor Triangles - One near Beach St. - One near S. Ridgewood	.064 Acre	16-C	0	$ 252.00
7	N. Ridgewood from Lincoln to SR40 south to Division	.01 Acre	16-C	0	$ 252.00
8	Midway - Washington west to US1	.112 Acre	16-C	0	$ 252.00
9	Live Oak - S. Ridgewood west to US1	.074 Acre	16-C	0	$ 252.00
10	Central - ROW just east of Grove west to US1 including easement between S. Ridgewood and Washington	.307 Acre	16-C	0	$ 383.00
11	Mound - Beach St. west to US1	.157 Acre	16-C	0	$ 252.00

MOWING - AREA 3 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
12	Fairview - S. Ridgewood west to US1	.29 Acre	16-C	0	$ 252.00
13	Roosevelt - ROW only at Fairview	.017 Acre	16-C	0	$ 252.00
14	Division - Beach St. west to US1	.234 Acre	16-C	0	$ 252.00
15	Bostrom - Division south to Hand	.255 Acre	16-C	0	$ 252.00
16	Fred Gamble - Hand to Fleming west side	.121 Acre	16-C	0	$ 252.00
17	Fleming - S. Ridgewood west to railroad tracks	.083 Acre	16-C	0	$ 252.00
18	Alcazar - At Arroyo SE corner	.049 Acre	16-C	0	$ 252.00
19	Hand Ave. - S. Ridgewood west to US1	.17 Acre	16-C	0	$ 252.00
20	Hand Ave. - Lot behind duplex housing, mow area between wooded area on West side and duplex's back yards on east side.	.21 Acre	16-C	0	$ 383.00

MOWING - AREA 4

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	N. Yonge St. - Hernandez north to Sanchez	4.866 Acre	16-C	0	$ 3,668.00
2	N. Ridgewood - Granada north to Domicilio Ave.	2.267 Acre	16-C	0	$ 2,156.00
3	New Britain - Washington east to Beach St.	.054 Acre	16-C	0	$ 252.00
4	Lincoln - US1 east to Beach St.	.128 Acre	16-C	0	$ 252.00
5	Rosewood - Yonge east to Beach St. including Rosewood at Yonge bus stop	.07 Acre	16-C	0	$ 252.00
6	Kenilworth - US1 east to Beach St. cut back to red wall at NE corner of Kenilworth & Yonge	.151 Acre	16-C	0	$ 252.00
7	Wilmette - US1 east to Beach St.	.156 Acre	16-C	0	$ 252.00
8	Melrose - N. Ridgewood east to Beach St. including in front of 65 Melrose.	.091 Acre	16-C	0	$ 252.00
9	Greenwood - NW corner at N. Ridgewood	.043 Acre	16-C	0	$ 252.00
10	Warwick - East of 23 near Beach St. - SE at corner Yonge	.049 Acre	16-C	0	$ 252.00

MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Putnam - N. Ridgewood west. Also NW corner at Yonge to end of road	.14 Acre	16-C	0	$ 252.00
12	Cumberland - NW corner at Yonge then west of #140 and south sides / north side at bus stop near Beach St.	.061 Acre	16-C	0	$ 252.00
13	Sanchez - From Sanchez Park to Beach St., also west of 26	.198 Acre	16-C	0	$ 252.00
14	Andrews - Sanchez south to Putnam and SW corner at Putnam using pole as guide to define ROW	.184 Acre	16-C	0	$ 252.00
15	Domicilio - Beach St. west to rock including easement behind rocks	1.32 Acre	16-C	0	$ 1,148.00
16	Northbrook - between Parkside - Parkwood south side	.667 Acre	16-C	0	$ 504.00
17	Sycamore Cir. - West across from #10 east of #55	.075 Acre	16-C	0	$ 252.00
18	Poplar Dr. - Across from 1502 north of 1515 and around Acacia, north of 1523 northside of Poplar Ct. between 1560-1564	.099 Acre	16-C	0	$ 252.00
19	Box Elder - One section of ROW	.002 Acre	16-C	0	$ 252.00

MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Oak Forest - North of 1201, north-south of 1403 east of 1541	0.61 Acre	16-C	0	$ 504.00
21	N. Beach St. - From Rosewood to Inglesia	1.21 Acre	16-C	0	$ 1,148.00

MOWING - AREA 5

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Perrott Dr. - Granada south to Tomoka	.29 Acre	16-C	0	$ 392.00
2	Tomoka - From Perrot Dr. west to US1	.04 Acre	16-C	0	$ 252.00
3	Midway - From US1 west to end	.022 Acre	16-C	0	$ 252.00
4	Madison - From US1 west to end	.061 Acre	16-C	0	$ 252.00
5	Jefferson - From US1 west to end	.054 Acre	16-C	0	$ 252.00
6	Oleander - From US1 west to end	.081 Acre	16-C	0	$ 252.00
7	Willow - From US1 west to end	.058 Acre	16-C	0	$ 252.00
8	Palm Place - From US1 west to end	.129 Acre	16-C	0	$ 252.00
9	Washington Place - From US1 west to end	.045 Acre	16-C	0	$ 252.00
10	Railroad St. - Water Plant south to Division	.121 Acre	16-C	0	$ 252.00
11	Division St. - From US1 west to Orchard	.026 Acre	16-C	0	$ 252.00
12	Coolidge - Division south to Hand	.37 Acre	16-C	0	$ 392.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Andalusia - Division south to end, including crossing Hand	.282 Acre	16-C	0	$ 392.00
14	Parque - Division south to end, including crossing Hand	.309 Acre	16-C	0	$ 392.00
15	Center St. - From Hand south to City limit	.221 Acre	16-C	0	$ 252.00
16	Harbour Lights - Hand south to Fleming	.502 Acre	16-C	0	$ 504.00
17	Fleming - Charleston Square west to Nova	.69 Acre	16-C	0	$ 504.00
18	Aston Circle - Undeveloped ROWs	.112 Acre	16-C	0	$ 252.00
19	Park Ridge Subdivision (south of Central Park) - all undeveloped ROWs	.632 Acre	16-C	0	$ 504.00
20	Orchard - Hand Ave. north to Granada	.186 Acre	16-C	0	$ 252.00
21	Tomoka - From railroad tracks west to Granada	.783 Acre	16-C	0	$ 504.00
22	Mary St. & Malaga northeast corner	.183 Acre	16-C	0	$ 252.00
23	Sandy Oaks to 301 between 512 - 516, 519 - 523	.05 Acre	16-C	0	$ 252.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
24	Hammock Lane - Orchard west to Old Kings Rd. including well field on south side	.576 Acre	16-C	0	$ 504.00
25	Hand Ave. - West of US1 to Nova Rd. including Woodgate Ct.	1.04 Acre	16-C	0	$ 1,008.00
26	Old Tomoka - Off of West 40, both sides	.327 Acre	16-C	0	$ 392.00
27	Mayfield Terrace - East side only	.509 Acre	16-C	0	$ 504.00
28	Magnolia & Midway off of SR40 including ROWs on Magnolia	.118 Acre	16-C	0	$ 252.00
29	Old Kings Rd. - Nova south to Division	1.479 Acre	16-C	0	$ 1008.00
30	Division - From Nova east to Center St.	1.23 Acre	16-C	0	$ 1008.00
	SOUTH SIDE				
31	Arroyo Parkway - 610 east to Center St. - 524 to Orchard - 426 to Santa Fe - 809 west to Nova Rd.	0.165 Acre	16-C	0	$ 252.00
	NORTH SIDE				
32	Arroyo Parkway - Center St. west to 603	0.064 Acre	16-C	0	$ 252.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
	NORTH SIDE (CONTINUED)				$ 252.00
33	Tennessee Dr.	0.038 Acre	16-C	0	$ 252.00
34	Santa Anna - 631 to 619 Arroyo Pkwy. (phone boxes)	0.014 Acre	16-C	0	$ 252.00
35	Garden Lane (east side) 707 to 721	0.022 Acre	16-C	0	$ 252.00
36	Garden Lane (west side) to Calle Grande	0.071 Acre	16-C	0	$ 252.00
37	Orchard Ave. (east side) 749 - 739	0.031 Acre	16-C	0	$ 252.00
38	Orchard Ave. (west side) Arroyo Pkwy. to 712	0.033 Acre	16-C	0	$ 252.00
39	Sante Fe (east side) Calle Grande to 764, 745 to 717, 718 to Arroyo Pkwy., 615 to dead end	0.227 Acre	16-C	0	$ 252.00
40	Woodland Blvd. (south side) across the street	0.017 Acre	16-C	0	$ 252.00
41	Woodland Blvd. (north side) entrance to #4, Sugarberry Cir. to #54	0.192 Acre	16-C	0	$ 252.00
42	Sandpiper Cir., Woodland Blvd. to #37	0.021 Acre	16-C	0	$ 252.00

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
	NORTH SIDE (CONTINUED)				
43	Military Blvd. between Fernway Dr., Gallaten also southeast corner up to 1290 Fernway between 314 and 382	0.067 Acre	16-C	0	$ 252.00
44	Scottsdale, cul-de-sac between Military and woods	0.096 Acre	16-C	0	$ 252.00
45	Moreland Blvd., Nova (west) to Forest Hills Blvd.	0.289 Acre	16-C	0	$ 252.00
46	Forest Hills Blvd. vacant lot at Vanderbile (east side) near corner	0.20 Acre	16-C	0	$ 252.00

MOWING - AREA 6A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Lincoln - Orchard east to US1	.78 Acre	16-C	0	$ 504.00
2	Thompson Creek - Lincoln south to Granada	.166 Acre	16-C	0	$ 252.00
3	Ford St. - From Lincoln north to end	.059 Acre	16-C	0	$ 252.00
4	White St. - Lincoln south to Granada	.20 Acre	16-C	0	$ 252.00
5	Orchard - From Granada to Wasterwater Plant	.976 Acre	16-C	0	$ 756.00
6	Sterthaus - Orchard west to hospital area	1.21 Acre	16-C	0	$ 1,208.00
7	Center St. - Sterthaus north to Wilmette	2.27 Acre	16-C	0	$ 1,712.00
8	Wilmette - US1 to Willow Pond	.485 Acre	16-C	0	$ 504.00
9	Lakebridge - Wilmette south to Shadow Lake	.124 Acre	16-C	0	$ 252.00
10	Memorial Circle - West side up to hospital	.038 Acre	16-C	0	$ 252.00

MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Tomoka Oaks (inside) a. North of 35 N. St. Andrews b. North of 61 N. St. Andrews c. Across from 75 N. St. Andrews d. Bay Hill - N. St. Andrews Corner e. Across from Tomoka View & N. St. Andrews f. Eagle Court - Across from #14 g. Sherwood Dr. off Eagle Dr. between #7 & #11 Riverbluff Dr., across from Lauren Court (west from 124 Riverbluff south around corner onto Lajolla Court and south of 124 on west side)	.319 Acre	1 6-C	0	$ 252.00
12	Hidden Hills at SR40 south to lift station	.448 Acre	16-C	0	$ 504.00
13	Old Tomoka from Hidden Hills to SR40	.182 Acre	16-C	0	$ 252.00
14	Sandpiper Lane next #45 mailbox	.009 Acre	16-C	0	$ 252.00
15	Hidden Hills Dr. - All undeveloped areas of ROWs	.224 Acre	16-C	0	$ 252.00
16	Raintree Lane by #15 only	.01 Acre	16-C	0	$ 252.00
17	Spanish Oak Lane	.11 Acre	16-C	0	$ 252.00
18	Golden Oak Lane	.026 Acre	16-C	0	$ 252.00
19	Heritage Cir. - Undeveloped lots only	.337 Acre	16-C	0	$ 252.00

MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Sagebrush and South Forty Trail - SW corner and ROW going west on Sagebrush	.084 Acre	16-C	0	$ 252.00
21	Clyde Morris Blvd. - South Forty Trail south to the Falls - west side	.473 Acre	16-C	0	$ 504.00

MOWING - AREA 6B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Airport Rd. - Sides and medians from US1 to last median (Bear Creek)	3.39 Acre	16-C	0	$ 1,368.00
2	Hull Rd. - US1 to inside complex where dirt road begins.	2.01 Acre	29-B	0	$ 2,352.00
3	Airport Business Park , Sunshine Blvd., Aviator Way, Signal Ave., East & West Tower Circle	11.39 Acre	16-C	0	$ 4,596.00
4	Airport - Mow all turf areas in airport around runways & fairways	15.76 Acre	16-C	0	$ 5,292.00
5	Nova Rd. Landfill - Mow all turf	24.1 Acre	16-C	0	$ 8,100.00
6	Airport Rd. west of Tymber Creek to Fire Station #94	8.65 Acre	16-C	0	$ 4,120.00
7	Pineland Trail from Ormond Green Blvd. to City limit sign	7.73 Acre	16-C	0	$ 3,220.00

MOWING - AREA 7A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	A1A North Sides - Granada north to Plaza Dr.	3.02 Acre	29-B	0	$ 5,095.00
2	A1A South Sides - Granada south to City limit sign	2.4 Acre	39-A	0	$ 4,908.00
3	US1 North - Granada to Melrose	.509 Acre	16-C	0	$ 504.00
4	US1 South - Sides Granada to City limits Arragon	2.2 Acre	16-C	0	$ 1,512.00

MOWING - AREA 7B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Granada Blvd. - Orchard west to Nova	0.35 Acre	29-B	0	$ 912.00
2	SR40 - West of Nova to I-95 overpass	1.11 Acre	16-C	0	$ 1,403.00
3	South Nova Rd. - Granada south to Golf	0.01 Acre	29-B	0	$ 456.00
4	North Nova Rd. - Granada north to US1	0.19 Acre	29-B	0	$ 456.00

Right-of-Way Mowing Services for State Roads

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	**U.S. 1 R.O.W.** - Start east side, North of Melrose Ave. to curve at I-95 interchange	6.1	11-D	0	$ 1,536.00
2	**U.S. 1 R.O.W.** - Start west side at I-95 interchange, to Wilmette Ave.	6.2	11-D	0	$ 1,560.00
3	**S. R. 40 R.O.W.** - West (N. & S. sides) from I-95 interchange to Buckskin Ln.	12	11-D	0	$ 2,772.00

CURB EDGING

ITEM #	SITE NAME	MILES	# OF EDGINGS	# OF IRRIG. ZONES	TOTAL COST
1	SR40 - Orchard west to Nova Rd. - Curbline for medians & sides of road	4.6	3	0	$ 456.00
2	SR40 - Nova Rd. west to I-95 - Curbline for medians & sides of road	7.1	3	0	$ 708.00
3	US1 - Dix south to City limits - sides of road curbline	3.4	3	0	$ 336.00
4	A1A - Just north of Granada Blvd. south to City limits - Curbline for medians & sides of road - 5 miles	5	3	0	$ 504.00
5	Vining Ct. & Coquina Ct. - Corner of Vining Ct. & Coquina down to Lucky Dr. - all curbs in that area	.2	3	0	$ 74.00
6	Thompson Creek - Lincoln south to Granada Blvd. - Curbline on sides of road	.1	3	0	$ 59.00
7	Old Kings Rd. - Granada Blvd. south to Division - Curbline on sides of road	1.4	3	0	$ 144.00
8	Airport Business Park - Entire Park curbline on sides of road	2.6	3	0	$ 264.00

GUARD RAILS

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	D.O.T. US1 / SR40				$_____
1	North of Melrose on east side	309	3	0	$ 72.00
2	North of Melrose on east side	150	3	0	$ 36.00
3	South side of bridge at Tomoka River	385	3	0	$ 96.00
4	North side of bridge at Tomoka River	795	3	0	$ 192.00
	SR40				
1	Tomoka River Bridge - west past I-95 overpass, all 4 sides	308	3	0	$ 72.00
2	West of Tymber Creek	894	3	0	$ 228.00
3	West of Tymber Creek - south side only	328	3	0	$ 84.00
	IN CITY				
1	Hand Ave. - east of Nova Rd. on north side	27	3	0	$ 58.00
2	Airport Rd.. - west of US1, north and south side	283	3	0	$ 72.00

GUARD RAILS (Continued)

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	IN CITY (CONTINUED)				
3	Sterthaus Dr. - west of Orchard - cement rail both sides	20	3	0	$ 58.00

BLOWING ONLY

See Attached Central Park Trails Map

ITEM #	SITE NAME	Feet	# OF BLOWINGS	# OF IRRIG. ZONES	TOTAL COST
1	Central Park – Division to Hammock Trails	1,320 LF	3	0	$ 65.00
2	Central Park – Division to Dead End Trail	300 LF	3	0	$ 48.00
3	Central Park – Hand & Division Parking Lots	10,000 SF	3	0	$ 240.00
4	Central Park – Hand to Division and Lime Rock Trail (3 segments)	3,400 LF	3	0	$ 144.00

Part 1 - Base Bid Schedule

Item No.	Description	Location	Unit	Total Estimated Price
1.	Ground Maintenance & Mowing Services	Zone 1	LS	$ 36,676.00
		Zone 2	LS	$ 81,471.00
		Zone 3	LS	$ 255,509.00
		Zone 4	LS	$ 176,594.00
2.	Mowing & Maintenance Services	Area 1	LS	$ 6,454.00
		Area 2	LS	$ 3,556.00
		Area 3	LS	$ 6,190.00
		Area 4	LS	$ 12,908.00
		Area 5	LS	$ 16,072.00
		Area 6A	LS	$ 9,220.00
		Area 6B	LS	$ 29,048.00
		Area 7A	LS	$ 12,019.00
		Area 7B	LS	$ 3,227.00
3.	Right of Way Mowing & Maintenance Services	State Roads	LS	$ 5,868.00
4.	Curb Edging	City Wide	LS	$ 2,545.00
5.	Guardrails	City Wide	LS	$ 968.00
6.	Blowing	Central Park	LS	$ 497.00
7.	Annuals (4" pots) Furnish, Delivered and Installed	City Wide (7,500 x 4 times)	LS	$ 41,400.00
8.	Mulch Top-Dressing City Wide Furnish, Delivered and Installed	3,000 Cubic Yards Unit Price $ 35.00		$ 105,000.00
9.	Playground Safe Mulch Furnish, Delivered and Installed	300 Cubic Yards Unit Price $ 40.00 CY		$ 12,000.00
10.	Balanced Fertilizer Trees, Shrubs and Groundcover Furnish, Delivered and Installed	80,000 lbs Unit Price $ .61 lbs		$ 48,800.00
TOTAL PART 1 (BASE BID)				$ 866,022.00 (Figures)

Eight hundred sixty-six thousand, twenty-two dollars and zero cents
(Words)

Part 2 – Additive Alternate – Amount to be added to the total Base Bid .

Item No.	Description	Location	Quant.	Unit Price	Total Estimated Price
1A.	Date Palm Pruning - Spring (Remove dead fronds & seed pods)	City Wide	220	$15.00 EA	$ 3,300.00
2A.	Date Palm Pruning - Fall (Remove dead fronds & seed pods)	City Wide	220	$15.00 EA	$ 3,300.00
3A.	Mexican Fan Palm Pruning (Remove dead fronds & seed pods)	City Wide	80	$20.00 EA	$ 1,600.00
4A.	Cabbage Palm Pruning (Remove dead fronds & seed pods)	City Wide	500	$15.00 EA	$ 7,500.00
5A.	Monthly Irrigation Zone Testing (Monthly Wet Testing and Adjustments)	City Wide 615 x 12 months	7,380 zones per year	$10.00 EA	$ 73,800.00
6A.	Irrigation Repairs - Labor (Beginning at Point of Connection to Nozzles including Controller)	City Wide	4,000hrs	$30.00 Hr.	$ 120,000.00
7A.	Irrigation Repairs - Materials (Beginning at Point of Connection to Nozzles including Controller)	City Wide	$15,000 X 12.5 %		$ 1,875.00

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[X] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[X] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Austin Outdoor, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

William M Dellecker
NAME (PRINT OR TYPE)

President
TITLE

4/23/2012
DATE

Litigation Information

Austin Outdoor, LLC v. Bella Harbor, LLC and VCI Construction, LLC	2008-CA-000970	Flagler County, FL Circuit Court	Austin had a subcontract with VCI Construction to provide landscaping under a contrect between VCI and Bella Harbor, owner of the condominium project. VCI and Bella Harbor have common ownership. Austin has not been paid $119,297.80 of the contract amount. Austin has filed suit to foreclose its construction lien.	$ 119,297.80	Chiumento & Guntharp, P.A.

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.

Austin Outdoor
Company Name

Authorized Signature

William M Dellecker
Print Name

President
Title

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:

7) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

8) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

9) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

10) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

11) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

12) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Austin Outdoor
Company Name

Authorized Signature
William M Dellecker
Print Name
President
Title

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:

(1) A physical business and location address;
(2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
(3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
(4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
(5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

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 <u>eligible</u> 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 <u>must be submitted with your bonafide BID package</u>. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by:_____Date: _____
(Authorized Signature)

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2011-116 (8/16/11)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

(b) Professional Services Contracts

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

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. **Service Bond**
For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

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

C. **Contractor's Insurance**

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

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

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

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

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:

Contract Value	Limits (not less than)
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).

Contract Value	Limits (not less than)
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 form the amount due the Contractor for the work covered by the Contract.

E. **Policies of Insurance**

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

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

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

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

VIII. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

City of Ormond Beach

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

END OF BID

Amendment to Contract
No. 1-2015

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Austin Outdoor, LLC
PO Box 849
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase ____ the Contract Price from $ 1,225,693.66 to $ 1,262,340.66

Original Contract Price: $1,092,387.00

Adjustments prior to this amendment: $133,306.66

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Red Maple ROW	$ 456.00
Hull Road ROW	$ 252.00
Clyde Morris Median, ROW	$ 1,068.00
Plaza Grande Median	$ 1,649.00
Magic Forest Playground – ADA mulch	$ 7,200.00
Granada Medians I-95 West	
Mowing	$14,676.00
Detailing	$ 3,612.00
Additional Services – Reclinata pruning	$ 6,252.00
Cardinal Beach Approach – landscape detail	$ 1,482.00
Total Amendment to Contract	**$36,647.00**

Contract Price with all adjustments: $1,262,340.66

CITY OF ORMOND BEACH

RECOMMENDED:
By: _____
Robert Carolin
Leisure Services Director

APPROVED:
_____
Ed Kelley
Mayor

ATTEST: _____
Joyce A. Shanahan
City Manager

APPROVED:
_____
Austin Outdoors, LLC

President
Title

William M. Dellecker
Printed Name

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES is made and entered into by and between the **City of Ormond Beach, Florida** (hereinafter referred to as "City"), and **Austin Outdoor, LLC d/b/a Yellowstone Landscape**, (hereinafter referred to as "Contractor") for the purposes stated herein, as follows:

WHEREAS, the City and Austin Outdoor, LLC are parties to an Agreement for grounds maintenance services having an effective date of October 1, 2012, and

WHEREAS, the City and Austin Outdoor, LLC desire to amend the subject Agreement for the limited purpose of acknowledging the new corporate name under which the Contractor will provide grounds maintenance services for the City; now therefore,

1. The introductory paragraph of that certain Agreement between the City and Austin Outdoor, LLC is hereby amended to read as follows:

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC d/b/a Yellowstone Landscape**, 3235 North State Street, Bunnell, FL 32110 ("Contractor"), and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

2. All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by the undersigned officials as of the date listed below.

DATED: Nov. 17, 2015.

CITY OF ORMOND BEACH, FLORIDA

BY: Ed Kelley
Ed Kelley, Mayor

ATTEST: Joyce Shanahan
Joyce A. Shanahan, City Manager

DATED: _____, 2015.

AUSTIN OUTDOOR, LLC
d/b/a YELLOWSTONE LANDSCAPE

BY: _____
Name: William M. Gabbedon
Title: Exec V.P.

ATTEST: _____
Name: _____
Title: _____

S:\Legal\CINDY\Contracts\Austin Outdoor (grounds maint) name change to Yellowstone (P15-0204G).docx

Amendment to Contract
No. 1-2016

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Yellowstone Landscape
PO Box 846
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from $ 1,287,678.00 to $ 1,426,733.20

Original Contract Price: $1,092,387.00

Adjustments prior to this amendment: $ 195,291.00

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Water Dept. Well Site Maintenance	$ 6,930.00
Wilmette Ave. Tree Maint. (44 new trees)	$ 1,360.00
Nova Community Park Sidewalks (Edge, Blow)	$ 1,404.00
Airport Runways/Taxiways Herbicide May/Oct.	$ 13,280.00
I-95 & US1 Interchange & Medians from Wilmette to 2nd Traffic Light North of I-95	$ 59,950.00
Granada Medians I-95 West (Mow, Detail, Mulch)	$ 13,872.00
140 Downtown Medjools 2016 – 2 Prunings/year	$ 11,900.00
I95 Interchange Annuals – Quarterly Rotation	$ 4,471.20
Nova Skate Park 60yds ADA Mulch Annually	$ 2,400.00
Marvin Cemetery Increase Service Level to 29B from 16C	$ 312.00
Environmental Discovery Center Grounds Maintenance	$ 23,176.00
Total Amendment to Contract	$139,055.20

Contract Price with all adjustments: $1,426,733.20

CITY OF ORMOND BEACH

RECOMMENDED:
By: Robert Carolin
Robert Carolin
Leisure Services Director

APPROVED:
Ed Kelley
Ed Kelley
Mayor

ATTEST:
Joyce A. Shanahan
City Manager

APPROVED:
Yellowstone Landscape

Executive V.P.
Title

William M. DeHeeden
Printed Name

Amendment to Contract
No. 1-2017

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Yellowstone Landscape
PO Box 846
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from $ 1,441,000.53 to $ 1,450,096.03

Original Contract Price: $1,092,387.00

Adjustments prior to this amendment: $ 348,613.53

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Renovated Hospital Gardens increase service levels to 29B from 16C	$ 931.50
Lincoln Parking Lot	$ 1,885.00
Lincoln Park	$ 4,524.00
Water Dept. Oak Forest Lift Station	$ 1,131.00
Hernandez ROW outfall extension	$ 624.00
Total Amendment to Contract	$ 9,095.50

Contract Price with all adjustments: $1,450,096.03

CITY OF ORMOND BEACH

RECOMMENDED:
By: _____
Robert Carolin
Leisure Services Director

APPROVED:
_____
Bill Partington
Mayor

ATTEST: _____
Joyce A. Shanahan
City Manager

APPROVED:
_____
Yellowstone Landscape

VICE PRESIDENT
Title

AL LALONDE
Printed Name

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Economic Development - Other		
Department:	Economic Development - Airport		
Subject:	Intent to Bid - Airport Security Gates Replacement		
Summary:	This item is to inform the City Commission of staff's intent to advertise for bids to provide equipment acquisition and construction services needed to replace two vehicular access gates in the southeast quadrant of the Ormond Beach Municipal Airport. The existing gates (Gate 9 and Gate 13) and access control systems have exceeded their useful life. Lightning strikes, accompanied by an aging grounding system, have caused damage to gate motors as well as access control systems over time. Additionally, the technology utilized in the airport's motorized gates is susceptible to intermittent outages resulting from various weather conditions. Maintenance of these systems has become difficult due to limited availability of replacement parts and increasing costs. The installation of new slide gates, gate motors and access control systems will provide safe and dependable access to the airport operations area for airport tenants and users, as well as emergency responders. A new, reliable gate and access control system will also allow the airport's staff to more effectively monitor and maintain airport security. Replacement of these gates is an element of the larger airport security upgrades project in the approved Capital Improvement Plan for the airport. No action is required by the City Commission at this time. Subsequent action will be requested for recommendation of a contract award for this project.		
Financial Impact:	The total cost of this project is estimated to be $136,500. The City is in receipt of a grant from FDOT that will fund 80% of the cost in the amount of $109,200. This grant was approved by the City Commission by		

	Resolution 2025-58. The total obligation from the Airport Fund is estimated to be $27,300. If bids received for the new gates are higher than anticipated, FDOT has agreed to amend the grant to provide additional funds.
Citizen Impact:	This project pertains specifically to current and planned airport operations, and will have no impact upon the City's general population. The improved access and security conditions will ultimately serve as an operational safety enhancement for the airport and the flying public.
Recommended Action (Staff, Advisory Board and/or Other):	This item serves as notification of staff's intent to advertise for bids to provide equipment acquisition and construction services needed to replace the vehicular access gates in the southeast quadrant of the airport, unless otherwise directed.
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019
Attachments:	1. Project Manual 2. Project Specifications 3. Project Design Plans 4. Solicitation Approval Form_BID 2025-49 5. Project Illustration
Approval:	Kelly McGuire, Finance Director 5/23/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/27/2025 Joyce Shanahan, City Manager 5/29/2025

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

Bid No. 2025-49

City of Ormond Beach
Project Manual

100% For Bidding Only

May 2025

PREPARED BY:

95 E. Mitchell Hammock Road, Suite 200
Oviedo, FL 34772

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT
City of Ormond Beach, Florida

TABLE OF CONTENTS

Section No.	Title	Pages
	BIDDING REQUIREMENTS	
00030	Advertisement for Bid	1 - 1
00100	Instructions to Bidders	1 - 9
00300	Bid	1 - 15
00410	Bid Bond	1 - 1
	CONTRACT FORMS	
00500	Form of Agreement	1 - 5
00610	Performance Bond	1 - 2
00615	Payment Bond	1 - 2
00670	Opinion of Attorney	1 - 1
	CONDITIONS OF CONTRACT	
00700	General Conditions	1 - 35
00800	Supplementary Conditions	1 - 7
L.W.	Lien Waiver	1 - 1
	ADDITIONAL DOCUMENTATION	
SS	Sworn Statement	1 - 2
NIA	Notice of Intent to Award	1 - 1
NP	Notice to Procure	1 - 1
NTP	Notice to Proceed	1 - 1
FRL	Final Release of Lien	1 - 2
CW	Certificate of Warranty	1 – 2

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Ormond Beach Municipal Airport Security Gates Replacement Project, Bid No. 2025-49** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **July 8,2025 at 2:00PM**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: **Replacement of the existing cantilever security gates #9 and #13 at Ormond Beach Municipal Airport with the new electric cantilever gates and HySecurity SlideDriverll gate operators.** 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 non-mandatory **pre-bid conference** to discuss the details and requirements of the contract will be held on **June 23,2025 at 10:00AM**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **June 30,2025** at 5:00pm.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

[Hoyle, Tanner, & Associates, Inc.
Iryna S. Afong, P.E.
95 E. Mitchell Hammock Road, Ste, 200
Oviedo, FL 34772
Phone: 407-380-1919]

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: **Security Gates Replacement at Ormond Beach Municipal Airport**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-49

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:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

(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	Unit Price	Total Price
1.	C-105-1 Mobilization	1	LS	$_____	$_____
2.	F-162-1 21' Cantilever gate with opener, Reversing and Free-Exit Loops and Reversing Edge, Complete with Proximity Cards Access Control System	1	EA	$_____	$_____
3.	F-162-2 26' Cantilever gate with opener, Reversing and Free-Exit Loops and Reversing Edge, Complete with Proximity Cards Access Control System	1	EA	$_____	$_____
4.	H-030-1 General Demolition	1	LS	$_____	$_____

TOTAL BID $_____
(Figures)

_____
(Words)

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

BIDDER agrees that the Work will be substantially completed within **21** calendar days after the date when the Contract Time commences to run, and completed within _____ calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Nine Hundred and Four Dollars ($ 904.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of

   (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

   (2) a Bid Bond in the amount of 5 percent of the total bid.

   (b) Equipment, Material, and Subcontractors List

   (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

   (d) Drug Free Workplace Certificate

   (e) Conflict, Non-Conflict of Interest, Litigation Statement

   (f) Verification of Employment Status Using E-Verify System

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

   (h) 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)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

EQUIPMENT AND SUBCONTRACTORS LIST

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:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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:

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

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

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

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

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: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF _____

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

1. My name is _____. I am over the age of Twenty-One years old. I am the _____ of _____, 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: _____, 20___ Signature: _____

Print Name: _____

Title: _____

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

My commission expires: _____

This page must be completed & notarized.

END OF BID

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 **Security Gates Replacement Bid No. 2025-49** 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:

Project includes but is not limited to:

Replacement of the existing cantilever security gates 9 and 13 at Ormond Beach Municipal airport with the new electric cantilever gates and HySecurity slideDriverll gate operators.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SECURITY GATES REPLACEMENT AT ORMOND BEACH MUNICIPAL AIRPORT
BID NUMBER 2025-49

Article 2. ENGINEER

The Project has been designed by Hoyle, Tanner & Associated, Inc. 95 East Mitchell Hammock Road, Suit 200, Oviedo, FL 32765 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 **21** 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 51 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 Nine Hundred and Four Dollars ($ 904.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the [unit price] TOTAL BID of $_____ ___, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ___ to ___ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

SECURITY GATES REPLACEMENT AT ORMOND BEACH MUNICIPAL AIRPORT

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 7 sheets numbered 1 through 7 inclusive and bearing the following general title:

SECURITY GATES REPLACEMENT AT ORMOND BEACH MUNICIPAL AIRPORT

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 7, inclusive) marked exhibit N/A (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

By _____

Jason Leslie
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

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:

SECURITY GATES REPLACEMENT AT ORMOND BEACH MUNICIPAL AIRPORT
Bid No. 2025-49

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:

SECURITY GATES REPLACEMENT AT ORMOND BEACH MUNICIPAL AIRPORT
Bid No. 2025-49

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

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 of 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, expediters, 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 unfiled 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 unfiled.

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 severely 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 – None

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 form 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

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN is _____)
(If the entity has no FEIN, include the Social Security number of the individual signing this

sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime: or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners' shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. 1 understand that a "person" as defined in Paragraph 287. 133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors' executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_The entity submitting this sworn statements or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH l (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)_____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

_____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me who is personally known to me or who has produced as identification and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of ____ 20___.

_____

Signature of Notary_____

Printed Name of Notary_____

(S E A L)

Notary Public State of _____

My Commission Expires: _____

Commission Number: _____

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NOTICE OF INTENT TO AWARD

DATE:

TO: _____

PROJECT: **ORMOND BEACH MUNICIPAL AIRPORT**
SECURITY GATES REPLACEMENT
BID NUMBER: 2025-49
FDOT FM NUMBER: 456368-1-94-01

The Owner has reviewed the Bid submitted by your firm for the above described work in response to its Advertisement for Bids dated the _____ day of _____, 20 ___ and Instructions to Bidders.

You are hereby notified that your Bid is being considered for acceptance for the PROJECT, in the Total Amount _____, for the work, subject to the availability of federal and state funds.

You are required by the Instructions to Bidders to execute five (5) copies of the Contract Documents and furnish the required Contractor's Performance Bond, Payment Bond, evidences of all required insurance coverage and authority to execute plus satisfactory evidence of compliance with the Bid Conditions pertaining to the Disadvantaged Business Enterprise Program within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract Documents and to furnish said Bonds and other required documents and information within the time specified, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the Owner.

Dated this ____day of _____20____.

City of Ormond Beach
Owner

By: _____
Steven Lichliter, Airport Manager

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Intent
to Award is hereby acknowledged by:

_____

on this _____ day of _____ 20____.
Signed: _____
(name) (title)

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NOTICE TO PROCURE

DATE:

TO: _____

PROJECT: **ORMOND BEACH MUNICIPAL AIRPORT**
SECURITY GATES REPLACEMENT
BID NUMBER: 2025-49
FDOT FM NUMBER: 456368-1-94-01

You are hereby given notice to commence procurement of materials in accordance with

the Contract Agreement dated the _____ for the contracted work. All materials necessary for the completion of the work shall be stored on site and/or immediately available for installation in-place within thirty (30) calendar days of this Notice to Procure, unless extension has been granted by Owner in writing.

You are required to return an acknowledged copy of this Notice to Procure to the Owner.

City of Ormond Beach
Owner

By: _____
Steven Lichliter

Title: Airport Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Procure is hereby acknowledged by:

_____

on this _____ day of _____ 20____.

Signed: _____

Title: _____

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NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT: **ORMOND BEACH MUNICIPAL AIRPORT**
SECURITY GATES REPLACEMENT
BID NUMBER: 2025-49
FDOT FM NUMBER: 456368-1-94-01

You are hereby given notice to commence Work on the Project in accordance with the Contract Agreement dated on the **___Day of _____, 20___**, on or before the **____Day of _____, 20___** and you are to complete the Work within the times stipulated in the Special Provisions (**21** calendar days to substantial completion, plus **30** calendar days, final completion). The date of completion of all Work is therefore **_____, 20____.**

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

City of Ormond Beach
Owner

By: _____
Steven Lichliter

Title: Airport Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Proceed is hereby acknowledged by:

_____

on this ____ day of _____ 20____.

Signed: _____

Title: _____

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FINAL RELEASE OF LIEN

CITY OF ORMOND BEACH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars ($ _____), paid by the City of Ormond Beach, Florida, hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for the Project, does hereby fully and completely discharge and release the owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____ , 20___, known as **ORMOND BEACH MUNICIPAL AIRPORT SECURITY GATES REPLACEMENT, BID NUMBER: 2025-49, FDOT FM NUMBER: 456368-1-94-01** except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this data and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and material suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of

_____, 20____,

WITNESSES:

_____

CONTRACTOR

_____

By: _____

_____

STATE OF _____ Title: _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____ 20___.

_____

NOTARY PUBLIC

(NOTARIAL SEAL) My Commission Expires:

PROJECT CLOSEOUT

Project closeout is hereby 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 other sections. Time of closeout is directly related to substantial completion and, therefore, may be 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. The time variation, if any, shall be applicable to other provisions of this contract and the specifications.

PREREQUISITES TO FINAL ACCEPTANCE

A. General

Prior to requesting final payment, as required by General Conditions, complete the following and list known exceptions in request:

1. Submit final payment request with Final Release of Lien and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit one year project warranty, equipment and materials-specific manufacturer's warranties, workmanship-maintenance bonds, maintenance agreements, final certifications, and similar documents. Certificate of Warranty form follows this page.

3. Submit lien waivers from all subcontractors and suppliers.

4. Submit consent of surety.

5. Submit red lined drawings and electronic as-built survey drawings on compact disc in AutoCAD version 2018 or later to the Engineer.

CERTIFICATE OF WARRANTY

Project Name: **ORMOND BEACH MUNICIPAL AIRPORT**
SECURITY GATES REPLACEMENT

BID NUMBER: 2025-49

FDOT FM NUMBER: 456368-1-94-01

Contractor: _____

Date of Substantial Completion: _____

I, _____, being the _____ _____ of _____ do hereby certify that the one (1) year warranty called for in the Contract Specifications is now in force and effect until after such time one (1) year has passed after the date of Substantial Completion.

Signed: _____

Title: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me, a Notary Public, in and for the County and State aforesaid by

_____ duly authorized so to sign this ____ day of

_____, 20___.

Notary Public_____

My commission expires: _____

Technical Specifications

SECURITY GATES REPLACEMENT

Ormond Beach Municipal Airport, Florida

Hoyle Tanner Project No. 24.088701.03
Bid No. 2025-49

MAY 2025

Prepared for:
THE CITY OF ORMOND BEACH

HOYLE TANNER

Trusted Experts | Innovative Results

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Table of Contents

GENERAL PROVISIONS

Definition of Terms GP10 1-7
Proposal Requirements and Conditions GP20 1-4
Award and Execution of Contract GP30 1-2
Scope of Work GP40 1-3
Control of Work GP50 1-6
Control of Materials GP60 1-3
Legal Relations and Responsibility to Public GP70 1-6
Execution and Progress GP80 1-6
Measurement and Payment GP90 1-7

TECHNICAL SPECIFICATIONS

Contractor Quality Control Program (CQCP)..... C-100 1-7
Mobilization..... C-105 1-2
General Demolition..... H-030 1-1
Chain-Link Fence..... F-162 1-5
Concrete for Miscellaneous Structures..... P-610 1-7

Construction Safety and Phasing Plan
AC 150/5370-2G Operational Safety on Airports During Construction
8 ft Airport Low-Profile Barricade

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GENERAL CONTRACT PROVISIONS

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Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner’s notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

Paragraph Number	Term	Definition
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Paragraph Number	Term	Definition
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory

Paragraph Number	Term	Definition
		to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the **City of Ormond Beach.**
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

Paragraph Number	Term	Definition
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

Paragraph Number	Term	Definition
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See **City of Ormond Beach** Bid Documents.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A non-mandatory prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. **[**Insert the time, date, and place of the meeting.**]**

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner. 2 CFR 200.325 provides that for contracts exceeding the Simplified Acquisition Threshold, the Owner should use local bonding policy and requirements provided that the FAA has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the bid guarantee shall be equivalent to 5% of the bid price. It shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has

doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 calendar days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has reviewed the Owner's recommendation to make such award in accordance with 2 CFR 200.324.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines,

grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. None.

50-05 Cooperation of Contractor. The Contractor shall be supplied with an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be

provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): AutoCAD Civil 3D and/or ASCII text file.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done

without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the

work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 Value Engineering Cost Proposal.

The provisions of this paragraph will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of $100,000, the Contractor may submit to the RPR, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The value engineering cost proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for value engineering cost proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.

b. An itemization of the contract requirements that must be changed if the proposal is adopted.

c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.

d. A statement of the time by which a change order adopting the proposal must be issued.

e. A statement of the effect adoption of the proposal will have on the time for completion of the contract.

f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any value engineering cost proposal not accepted by the RPR, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the RPR to consider any value engineering cost proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the value engineering cost proposal has been issued. If a change order has not been issued by the date upon which the Contractor's value engineering cost proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such value engineering cost proposal shall be deemed rejected.

The RPR shall be the sole judge of the acceptability of a value engineering cost proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the RPR may disregard the contract bid prices if, in the RPR's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a value engineering cost proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a value engineering cost proposal from amounts payable to the Contractor under the contract.

If the Contractor's value engineering cost proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this paragraph. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the value engineering cost proposal or such part of it as has been accepted and shall include any conditions upon which the RPR's approval is based. The change order shall also set forth the estimated net savings attributable to the value engineering cost proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.

Acceptance of the value engineering cost proposal and performance of the work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

END OF SECTION 50

Section 60 Control of Materials

NOTE: ADDITIONS TO THE STANDARD FAA SPECIFICATION ARE SHOWN IN BOLD

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR office is not required for this project.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

There are no owner furnished materials on this project. All materials shall be provided, furnished, prepared, and installed by the Contractor, as accepted by the Owner and Engineer.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

No work by others is anticipated on this project. All work will be performed or coordinated by Contractor.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included with this Bid Package.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or 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 their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the

Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

See Phasing Plans included as part of the contract drawings.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Runway lighting circuits and lights, taxiway lighting circuits and lights, airfield signage and circuits, visual glidescope indicators, and ATCT vault control circuits.

Person to Contact: Steven Lichliter, Airport Manager

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. **The Contractor shall locate and flag all underground utilities prior to excavation.** The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager/director a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Reference City of Ormond Beach Bid Documents.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 7 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 5 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR’s review and acceptance at least 10 days prior to the start of work. The Contractor’s progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR’s request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least **[** 48 hours **]** prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Runway and Taxiway closures will take place per phasing plans and CSPP.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for

normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
All Bid Schedules	$904/calendar day	21 calendar days to substantial completion

The maximum construction time allowed for all Bid Schedules will be the sum of the time allowed for individual schedules but not more than 21 calendar days for substantial completion and 30 calendar days for final completion. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and

Term	Description
	accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials

Term	Description
	received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or

indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. The percent withheld may range from 0% to 5% but in no case may it exceed 5%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material,

workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of the QA program.

c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include

surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 15 calendar days before the **Preconstruction Conference**. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

(2) Performance of all QC tests as required by the technical specifications and paragraph100-8.

(3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description

(2) Compliance with approved submittals

(3) Proper storage of materials and equipment

(4) Proper operation of all equipment

(5) Adherence to plans and technical specifications

(6) Summary of any necessary corrective actions

(7) Safety inspection.

(8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description

(2) Test designation

(3) Location

(4) Date of test

(5) Control requirements

(6) Test results
(7) Causes for rejection
(8) Recommended remedial actions
(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 20%.

d. When 75% or more of the original contract is earned, an additional 20%

e. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

100-14 Payment will be made under:

Payment will be made under the various pay items in the bid schedule having the prefix "C-100."

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

The price for the field office shall be included under mobilization. The field office shall be available for use beginning 10 calendar days before contract time begins and remaining for 30 calendar days after final acceptance. There shall be a $500 per calendar day penalty for each calendar day that the field trailer is not in place and fully operational after the Notice to Proceed date.

No direct payment will be made for this building or labor, materials, ground rental, or other expense in connection therewith. The cost hereof shall be included in the price bid for the various items of the contract or mobilization, or both. The Contractor and his/her superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials entering into the work.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Payment will be made under the various pay items in the bid schedule having the prefix “C-105.”

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Non-Federal Supplement Specification
Item H-030 General Demolition

DESCRIPTION

This item shall consist of removing and satisfactorily disposing of existing pavement and other items at locations shown on the plans and other locations as approved by the Engineer. Pavement for the purpose of the specifications, shall be considered to include existing asphaltic surface course or concrete slabs. All pavements shall be saw-cut and removed in accordance with the Contract Drawings. It shall be the contractor's responsibility to repair any base course or adjacent pavement damaged by this work. No additional compensation will be provided for such repair. Other items to be removed shall be as shown on the contract drawings.

030-1.1 DISPOSAL METHODS. Unless otherwise stated all materials removed shall become the property of the Contractor and shall be disposed of off airport property. It may be reused in accordance with these specifications if called for on the contract drawings or disposed of as directed. Specified materials may be used as embankment or for soil stabilization material if they are processed in accordance with applicable sections of these specifications.

The manner and location of disposal of these materials shall be subject to the approval of the engineer and shall not create an unsightly or objectionable view.

MEASUREMENT AND PAYMENT

030-2.1 Removed materials shall be considered on a lump sum basis and inspected in its original position prior to bid.

030-2.2 The quantity of materials removed, determined as provided above, shall be paid for at the contract price on a lump sum basis for removal of existing pavement, and other items, which price and payment shall be full compensation for performing and completing all the work and satisfactory disposal.

Payment shall be made under the various pay items in the bid schedule having the prefix “H-030.”

END OF ITEM H-030

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Item F-162 Chain-Link Fence

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by the RPR.

MATERIALS

162-2.1 Fabric. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of the standards below. Alternatively, the fabric shall be woven from a 9 or 10 gauge aluminum-coated steel wire in a 2-inche (50mm) mesh and shall conform to the requirements of ASTM A 491. Galvanized steel fabric shall conform to the requirements of ASTM A392, Class 2.

162-2.2 Barbed wire. Barbed wire shall be 3-strand 12-1/2 gauge zinc-coated or aluminum-coated wire with 4-point barbs and shall conform to the requirements of ASTM A 121, Class 3, Chain Link Fence Grade, or ASTM A 121, Class II, respectively.

162-2.3 Posts, rails, and braces. Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

- Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.
- Roll Formed Steel Shapes (C-Sections) shall conform to the requirements of Group IIA, and be galvanized in accordance with the requirements of ASTM F1043, Type A.
- Hot-Rolled Shapes (H Beams) shall meet the requirements of Group III, and be galvanized in accordance with the requirements of ASTM F1043, Type A.
- Aluminum Pipe shall conform to the requirements of Group IB.
- Aluminum Shapes shall conform to the requirements of Group IIB.
- Vinyl or polyester coated steel shall conform to the requirements of ASTM F1043, Paragraph 7.3, Optional Supplemental Color Coating.
- Composite posts shall conform to the strength requirements of ASTM F1043 or ASTM F1083. The strength loss of composite posts shall not exceed 10% when subjected to 3,600 hours of exposure to light and water in accordance with ASTM G152, ASTM G153, ASTM G154, and ASTM G155.
- Posts, rails, and braces furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy or composite.

Posts, rails, and braces, with the exception of galvanized steel conforming to ASTM F1043 or ASTM F1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

162-2.4 Gates. Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under paragraph 162-2.3. The fabric shall be of the same type material as used in the fence.

162-2.5 Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with zinc-coated, aluminum-coated or zinc-5% aluminum-mischmetal alloy-coated, steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Miscellaneous aluminum fittings for use with aluminum alloy fabric shall be wrought or cast aluminum alloy. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

162-2.7 Concrete. Concrete shall have a minimum 28-day compressive strength of 3000 psi (2670 kPa).

162-2.8 Marking. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

CONSTRUCTION METHODS

162-3.1 General. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The Contractor shall layout the fence line based on the plans. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m). The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

162-3.2 Clearing fence line. Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the RPR, the existing fences which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.3 Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

Posts should be spaced not more than 10 feet (3 m) apart and should be set a minimum of 36 inches (90 cm) in concrete footings. If the frost depth is greater than 36 inches (90 cm), the posts should be set accordingly. The posts holes shall be in proper alignment so that there is a minimum of 3 inches (75 mm) of concrete on all sides of the posts.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

162-3.4 Installing top rails. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.5 Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.6 Installing fabric. The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch (25 mm) or more than 4 inches (100 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less. **A tension wire shall be installed along the bottom of all fabric, unless otherwise shown on the plans.**

162-3.7 Electrical grounds. Electrical grounds shall be constructed where a power line passes over the fence. The ground shall be accomplished with a copper clad rod 8 feet (2.4 m) long and a minimum of 5/8 inches (16 mm) in diameter driven vertically until the top is 6 inches (150 mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. The Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

162-3.8 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 Chain-link fence will be measured for payment by the linear foot (meter). Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

162-4.2 Gates will be measured as complete units.

BASIS OF PAYMENT

162-5.1 Payment for chain-link fence will be made at the contract unit price per linear foot (meter).

162-5.2 Payment for vehicle or pedestrian gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

Payment will be made under the various pay items in the bid schedule having the prefix "F-162."

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A824	Standard Specification for Metallic-Coated Steel Marcelled Tension Wire for Use with Chain Link Fence
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials

ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
FED SPEC RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019	Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

FAA Orders

5300.38	AIP Handbook

END OF ITEM F-162

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Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
¾ inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5% of slabs replaced) in similar conditions without D-cracking shall not be used unless the material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. The Contractor shall submit a current certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification and test results which are not dated or which are over one (1) year old or which are for different gradations will not be accepted.

Crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test requirements but must meet all other quality tests specified in Item P-501.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C150 Type I.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 13% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from

the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall consist of one of the following:

Steel Reinforcement

Reinforcing Steel	ASTM A615, ASTM A706, ASTM A775, ASTM A934
Welded Steel Wire Fabric	ASTM A1064, ASTM A884
Welded Deformed Steel Fabric	ASTM A1064
Bar Mats	ASTM A184 or ASTM A704

610-2.11 Materials for curing concrete. Curing materials shall conform to one of the following:

Materials for Curing

Waterproof paper	ASTM C171
Clear or white Polyethylene Sheeting	ASTM C171
White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B	ASTM C309

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4,000 psi (28 MPa) in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance

with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject

concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be measured by the number of cubic yards (cubic meters) based on batch tickets of material of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Payment shall be made at the contract price by the number of cubic yards (cubic meters) based on batch tickets of material**.** This price shall be full compensation for furnishing all materials including reinforcement and embedded items and for all preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under the various pay items in the bid schedule having the prefix "P-610."

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete

ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

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CONSTRUCTION PHASING AND SAFETY PLAN FOR

Ormond Beach Municipal Airport Security Gates Replacement

HOYLE TANNER PROJECT NO: 24.088701.03

FDOT FM # 456368-1-94-01

APRIL 2025
PREPARED FOR:
ORMOND BEACH MUNICIPAL AIRPORT

HOYLE TANNER

Trusted Experts | Innovative Results

Table of Contents

1. Coordination 3
2. Phasing 4
3. Areas and Operations Affected by Construction 4
4. Navigational Aid (NAVAID) Protection 5
5. Contractor Access 5
6. Wildlife Management 6
7. Foreign Object Debris (FOD) Management 7
8. Hazardous Materials (HAZMAT) Management 7
9. Notification of Construction Activities 8
10. Inspection Requirements 8
11. Underground Utilities 8
12. Penalties 8
13. Special Conditions 9
14. Runway and Taxiway Visual Aids 9
15. Markings and Signs for Access Routes 9
16. Hazard Marking and Lighting 10
17. Protection of Areas, Zones, & Surfaces 10
18. Other Limits on Construction 10

Appendix List

Key Personnel ..... Appendix A
Construction Safety Drawings (CSDs) ..... Appendix B

NOTE: This project has been designed, and is intended to be, in accordance with FAA AC 150/5370-2G, "Operational Safety on Airports during Construction". Should discrepancies be discovered, FAA AC 150/5370-2G shall control.

This CSPP is part of the project manual and thus will be legally bound by the same stipulations as the contract agreement.

1. COORDINATION

Project Contacts: Below is a comprehensive list of parties involved during the design of the Ormond Beach Municipal Airport Security Gates Replacement.

Organization	Role	Point of Contact	Contact Information
Ormond Beach Municipal Airport	Airport Manager	Steven Lichliter	352-465-8545
Hoyle, Tanner & Associates	Aviation Consultant	Wilbur Mathurin Iryna Afong	321-587-4354 321-587-4352

Design Submittals: Throughout design, coordination between Hoyle, Tanner & Associates (Consultant), Ormond Beach Municipal Airport (Sponsor) and Florida Department of Transportation (FDOT) was required. Project documents were reviewed by the Sponsor at the 90%, stages of design. Below is a summary of the project schedule to date.

Submittal	Date
100% Design	April 2025
Pre-Bid Meeting	June 2025
Issue for Bid	June 2025
Bid Opening	July 2025
Construction Contract Execution	TBD
Pre-Construction Conference	TBD
Notice To Proceed	TBD

Pre-Bid Meeting: A pre-bid meeting will be held prior to bid opening to provide potential bidders an opportunity to hear an overview of the project, ask any specific questions and visit the project site.

Pre-Construction Meeting: A pre-construction meeting will be held prior to beginning construction. Operational safety, phasing, quality control/acceptance, labor requirements and any other potential issues will be addressed. The Engineer will furnish a copy of this CSPP at the meeting for the Contractor's review. The meeting will be scheduled within 14 days of issuing a Notice to Proceed to the contractor.

Contractors Progress Meetings: At the pre-construction meeting a day and time will be established for the weekly progress meetings. These meetings will address operational safety, weekly construction issues, administrative issues such as change orders and/or pay estimates and any coordination required with the during construction. Below is a table summarizing the parties that will be involved during construction. The list will be updated upon award of the contract.

Organization	Role	Point of Contact	Contact Information
Ormond Beach Municipal Airport	Airport Manager	Steven Lichliter	386-615-7019
Hoyle, Tanner & Associates	Aviation Consultant	Iryna Afong Wilbur Mathurin	321-587-4352 321-587-4354
Contractor (TBD)	Contractor Superintendent	TBD	TBD
	Construction Project Manager	TBD	TBD
	Contractor Safety Manager	TBD	TBD

2. PHASING

This project will be completed in one phase.

No runway or taxiway closures are anticipated for this project.

The Contractor will have 21 calendar days for substantial completion of all phases of the project and 30 calendar days for final completion.

It is anticipated that work will begin in August 2025.

Prior to the beginning of each phase, the Contractor shall communicate with the airport manager and Engineer, when and where they intend to place or remove barricades. No runway or taxiway closure markers are required for this project. The barricades shall be inspected daily to guarantee they are spaced no more than 6’ apart and that the lights are working properly.

Sequence of Work

Start Date: August 2025
Completion Date: September 2025
Duration: 21 calendar days for substantial completion and 30 days for final completion.

3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION

The General Safety and Phasing Plan (sheet G1.3) depicts the areas located on the airfield that will be affected by construction activities as well as details the methods of maintenance of traffic and safety. The access routes for airport support vehicles are shown in this General Safety and Phasing Plan. These same access routes will be used by airport support vehicles.

Underground infrastructure and essential utilities shall be addressed and maintained. No temporary changes to taxi operations or procedures shall be made without prior approval and consent from the Air Traffic Organization (ATO) and airport manager.

The use of equipment greater than 12' will not be allowed on this project unless a FAA 7460 determination letter is issued for such equipment. A letter will be submitted to the FAA 7460 for temporary equipment and for the new security gates.

4. NAVIGATIONAL AID (NAVAID) Protection

- All NAVAIDs are owned by the airport.
- No NAVAIDs will be impacted during this project.
- See Section 3, *Areas and Operations Affected by Construction,* for shutdown schedule.
- See Section 9, *Notification of Construction Activities*, for contact list and NOTAM procedures or other emergencies including unanticipated power outages.
- See Appendix A, *Key Personnel,* for the contact list. For short-notice notification about impacts to NAVAIDs, contact: 866-432-2622.

5. CONTRACTOR ACCESS

All contractor vehicles must comply with AC 150/5210-5D *Painting, Marking and Lighting of Vehicles Used on an Airport*.

Stockpile Locations
The material will be stockpiled in the contractor staging area and shall be stabilized and stored here so as not to be a hazard to aircraft operations and to prevent the attraction of wildlife and foreign object damage. Stockpiled materials and equipment adjacent to these areas must be prominently marked and lighted during hours of restricted visibility or darkness. No stockpiles higher than 12' are allowed. Stockpiled materials and equipment storage are not permitted within the TSA and OFZ, and, if possible, should not be permitted within the TOFA. See Sheet G1.3 of the plans for the location.

Site Access
Construction traffic is required to stay on designated haul routes for this project. See sheet G1.3 of the plans (Appendix B) for the site access point and haul route. The contractor will be responsible for dust control throughout the project job site and haul routes as necessary.

Ingress and Egress Procedures
Airport users and construction personnel safety is of the utmost importance. Vehicle traffic will be limited to those individuals who have an operational need to access the airfield for this project.

- There will be two access gates for the contractor's use during this project – one per location. (reference Sheet G1.3, Appendix B).
- Gate access shall be closed and locked or guarded when in use.
- The Contractor's Safety Manager will train all gate guards on airport ingress and egress procedures. Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20A *Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports,* for information on training and records maintenance requirements.
- Vehicles or personnel shall not enter portions of the secure AOA outside the project area unless permitted and accompanied by an airport-approved escort. All construction-related activities taking place within any active area of the aircraft movement area shall be coordinated with the Airport Manager.
- All construction equipment shall be parked within the designated contractor's stage and storage area.

Marking and Lighting of Vehicles

All contractor/construction vehicles that operate within AOA must- without exception- have an operational rotating or yellow strobe light mounted on top of the vehicle. These lights must be in use anytime within the AOA construction project limits. Strobe lights mounted inside or within a vehicle's headlights and/or tail lights are not acceptable and do not comply with the FAA standards. During hours of darkness, if allowed by the project, or during low visibility, vehicles must have their headlights on.

All "Heavy" equipment vehicles must have a 3'x3' orange and white flag mounted on the highest point of the vehicle while working on the airfield.

All vehicle lighting and flags must be maintained in good working order and operational condition. Flags must be replaced by the contractor if they become faded, discolored, or torn.

Radio Communication

- Airport Management will monitor ATCT ground frequency 121.625 at all times during the construction period and will communicate with and update pilots as required.
- The Resident Engineer and Contractor superintendent will monitor ATCT ground frequency 121.625 at all times for unauthorized take-off and landing announcements and aircraft in distress. See Section 13, *Special Conditions/Procedures.*
- When operating vehicles on or near open runways or taxiways, construction personnel must understand the importance of maintaining radio contact with airport operations.

Situational Awareness

Working in the airport environment is complex. All Contractors working in the AOA are required to maintain situational awareness at all times. Situational awareness is the ability to assess a situation and determine which course of action must be taken to complete the task safely. It is imperative that individuals working on the airfield are aware of the dangers involved with construction at an airport. Individuals must be aware of their location and know access routes to and from the project including proper procedures for escorts and how to safely cross runways and taxiways. Employees must watch for aircraft at all times. Employees must understand that aircraft always have the right of way and it is their responsibility to stay clear of them at all times. Contractors need to know the safety and critical areas delineated within the project and the repercussions associated with accessing these areas. Employees must know emergency procedures and the proper personnel to contact in the event of an emergency. All employees are to report any dangerous conditions that may exist.

6. WILDLIFE MANAGEMENT

Wildlife hazards will be mitigated during construction as follows:

Trash

- All construction personnel shall dispose of food scraps in closed containers provided by the Contractor.
- The Contractor shall empty all containers off airport property.

Wildlife Sightings

- The Resident Engineer and/or Superintendent will immediately notify Airport Management by phone of wildlife sited on the airfield.

- The Resident Engineer and/or Superintendent will immediately notify pilots via Common Traffic Advisory Frequency (CTAF) of wildlife sighted on the runway.
- Access gate shall be closed at all times when not in use during this project.
- See Section 9, *Notification of Construction Activities*, for notification procedures.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

FOD control will be managed during construction as follows:

Housekeeping

- All construction personnel will secure all items that may be carried by the wind onto an air operations area (AOA).

Airfield

- All construction vehicle drivers will enter AOA paved areas from local streets only; construction vehicles will not transition from non-paved surfaces to AOA paved surfaces. See Section 5, *Contractor Access*, for access routes.
- The Contractor shall sweep or otherwise remove any FOD located on an AOA paved surface prior to opening it to air traffic. See Section 10, *Inspection Requirements*.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

It is important that all contractors and sub-contractors are familiar with and knowledgeable of the rules, regulations, and procedures of the Spill Prevention and Control (SPC). These procedures apply to all contractors working on the project. Of significant importance to the SPC is what type of spills must be reported; ALL SPILLS (which include, but are not limited to; fuel, oil, deicing chemicals, and solvents) regardless of volume, must be reported to the Ormond Beach Municipal Airport Management. The affected company will take all necessary precautions to prevent spilled fluids from reaching any surrounding sewers or waterways, if it can be done without harm to any personnel. Immediately surround any spill with approved containment materials, secure the site and contact the Airport Management.
Hazardous materials transported during construction will be managed as follows:

Petroleum, Oil, Lubricant, Fuel or Hydraulic Fluid Spills

- The Contractor will have available a spill kit capable of containing and removing leaked fluids.
- The Contractor will immediately notify the Owner and Engineer by phone of all spills. See Section 9, *Notification of Construction Activities*, for notification procedures.

Fueling

- It is preferred that all construction vehicles be fueled off airport property. If it is necessary to fuel construction vehicles on airport property it shall be done by trained personnel and contained to the staging and storage area.

Other HAZMAT

- No other hazardous material is expected to be transported on-site during construction.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

Key Personnel and Emergency Notification

- Key personnel from the Airport and Consultant and emergency contacts are located in Appendix A. Contractor contacts will be included in the Safety Plan Compliance Document (SPCD).

FAA Notification

- A 7460 will be submitted for temporary construction equipment and for the proposed gates.

Airport User Notification

- Airport Management is in continual contact with the fixed base operator (FBO) as to the schedule for runway closures.
- Airport Management will issue all NOTAMs through the eNOTAM system, except as noted below.
- The FAA will issue all FAA facility-related and Flight Procedure related NOTAMs.

10. INSPECTION REQUIREMENTS

Contractor Requirements

- The Contractor's Safety Manager will inspect each lighted barrier at the end of each work day.
- The Contractor Superintendent will conduct routine inspections of the worksite(s) to ensure compliance with the CSPP and SPCD.
- The Contractor Superintendent will attend the Engineer's inspections and the final inspection.

Resident Engineer (RE) Requirements

- The Resident Engineer will conduct inspection of the worksite(s) at the end of all daily work shifts using the daily inspection checklist and at the request of the Owner.
- The Resident Engineer will attend the final inspection.

11. UNDERGROUND UTILITIES

FAA and Airport Utilities

- Airport utilities shall not be impacted during this project. The Contractor shall maintain power to the open Runways and Taxiways at all times.

Utility Damage

- Should the Contractor encounter any damaged utilities they are to contact the Engineer immediately who will in turn notify the Owner.
- Should the Contractor damage any active underground utilities they will suspend all construction activity and notify the Resident Engineer.
- See Section 9, *Notification of Construction Activities*, for notification requirements.

12. PENALTIES

Construction Suspension

- The Owner and/or Resident Engineer will immediately suspend all construction if and when:

  - A Contractor or subcontractor employee enters the Air Operations Area (AOA) outside of the designated work area.
  - Any unescorted construction vehicle operates on any active AOA surface.
- The Owner and/or Engineer will allow construction work to resume only when the discrepancy is corrected to their satisfaction.

Expulsion of Non-compliant Employees

- The Owner may permanently prohibit any consultant or contractor's employee acting in violation with airport rules and regulations from entering or working on airport property.

13. SPECIAL CONDITIONS

Aircraft in Distress

- Airport Management, the Resident Engineer, and/or the Contractor Superintendent will immediately clear all construction personnel of all runways and approach areas upon monitoring a distress call on UNICOM. See Section 5, *Contractor Access*, for UNICOM monitoring requirements.

Aircraft Accident

- All construction personnel will immediately vacate airport property and remain off until cleared by the Owner and/or Engineer.

Vehicle / Pedestrian Deviation (V/PD)

- The Owner and/or Engineer may temporarily suspend construction on the Air Operations Area (AOA) in the event of a non-construction related V/PD. See Section 12, *Penalties*, for construction related V/PD procedures.

14. RUNWAY AND TAXIWAY VISUAL AIDS

All Phases

- The Contractor shall obscure, by either covering or disconnecting, all lights and signs on the closed runway and taxiway prior to closing. Only signs and lights along aircraft taxi routes shall be lit.
- Lights and signs shall be turned on and operational before opening the runway to air traffic.
- See Section 4, *NAVAID Protection*, for NAVAID shutdown procedures.

15. MARKING AND SIGNS FOR ACCESS ROUTES

Markings

- None required.

Signs

- None required.

16. HAZARD MARKING AND LIGHTING

All Phases

All Contractor vehicles shall remain on paved surfaces. Barricades, as shown on General Safety and Phasing Plans G1.3 etc. in Appendix B, will delineate paved areas that are closed and that are accessible to the Contractor.

- Barricades, as shown on sheets G1.3 in Appendix B, will delineate taxi routes that are available to air traffic and will ensure that the Contractor's vehicles do not interfere with airport operations.
- See sheet G1.4 in Appendix B for barricade details.

17. PROTECTION

All Phases

- Construction equipment will temporarily penetrate approach or departure surfaces. See Section 9, *Notification of Construction Activities*, for 7460 case file information.
- All Safety Areas (SAs), Object Free Areas (OFAs) and Obstacle Free Zones (OFZs) of active runways and taxiways will be protected from construction activity by the temporary barricades described in Section 16, *Hazard Marking & Lighting*, and as depicted the General Safety and Phasing Sheets G1.3 etc. of the plans (Appendix B). **No runway or taxiway closures are anticipated for this project.**

18. OTHER LIMITATIONS ON CONSTRUCTION

Prohibitions

- Cranes and other tall equipment will not be deployed without a 7460 approval determination letter. No cranes are required for this project.
- Open flame welding, torches, and electrical blast caps will not be used at any time.
- Burning shall not be allowed unless all the applicable permits have been obtained and without prior authorization from the Owner and Engineer.

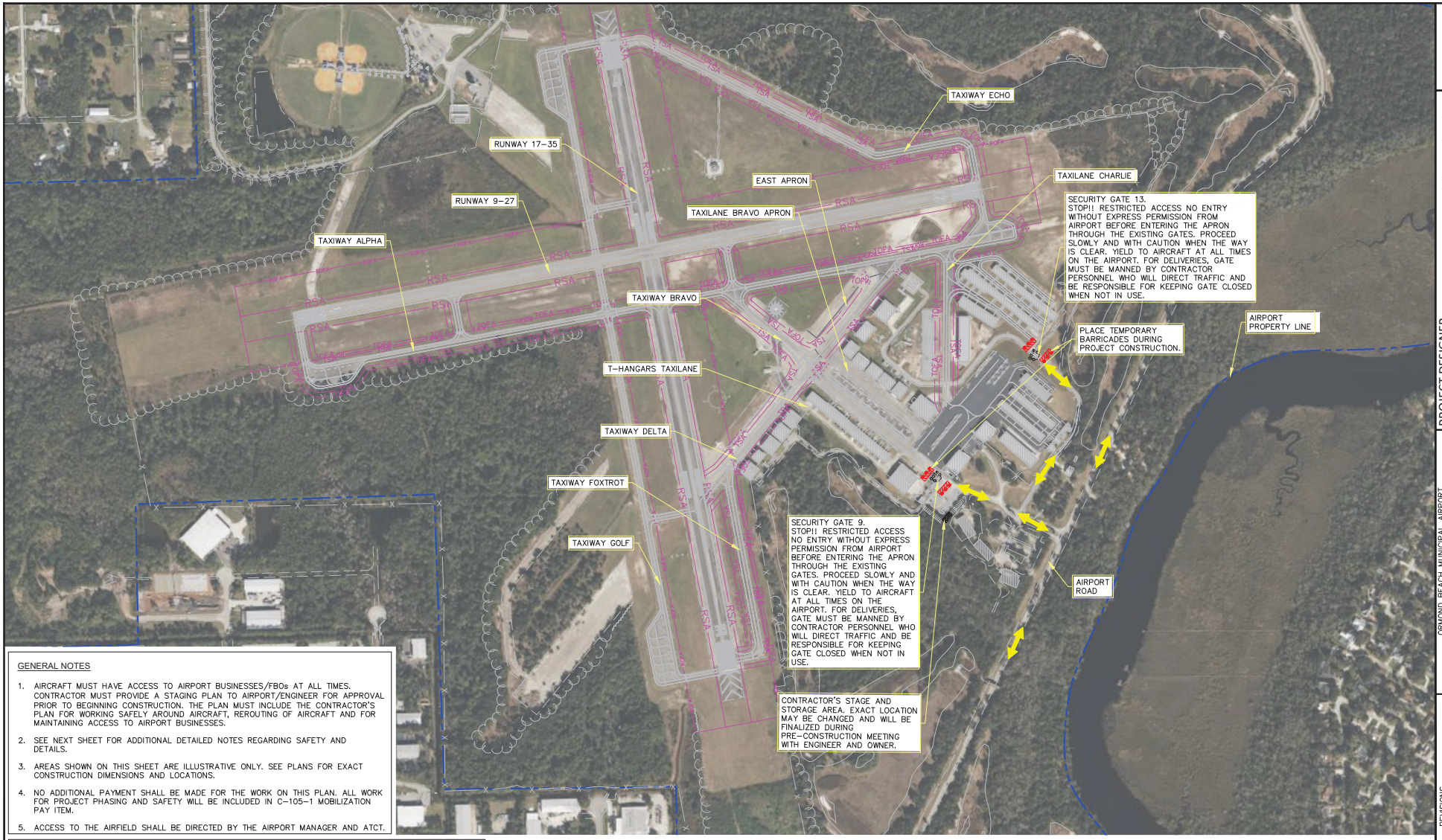
Appendix A

KEY PERSONNEL

Airport Manager:	Steven Lichliter Ormond Beach Municipal Airport P.O. Box 277 Ormond Beach, Airport Office: 386-615-7019 Steven.lichliter@ormondbeach.org
Construction Project Manager:	Iryna Afong, P.E. Hoyle, Tanner & Associates, Inc. Office: 321-587-4352 Cell: 407-380-1919 iafong@hoyletanner.coom
Resident Engineer:	TBD Representative of Hoyle, Tanner & Assoc., Inc.
ATCT Ground:	Frequency 121.625 MHZ
Police:	Emergencies: 911
Fire:	Emergencies: 911

Appendix B

CONSTRUCTION SAFETY DRAWINGS (CSDs)



GENERAL NOTES

1. AIRCRAFT MUST HAVE ACCESS TO AIRPORT BUSINESSES/FBOs AT ALL TIMES. CONTRACTOR MUST PROVIDE A STAGING PLAN TO AIRPORT/ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION. THE PLAN MUST INCLUDE THE CONTRACTOR'S PLAN FOR WORKING SAFELY AROUND AIRCRAFT, REROUTING OF AIRCRAFT AND FOR MAINTAINING ACCESS TO AIRPORT BUSINESSES.
2. SEE NEXT SHEET FOR ADDITIONAL DETAILED NOTES REGARDING SAFETY AND DETAILS.
3. AREAS SHOWN ON THIS SHEET ARE ILLUSTRATIVE ONLY. SEE PLANS FOR EXACT CONSTRUCTION DIMENSIONS AND LOCATIONS.
4. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE WORK ON THIS PLAN. ALL WORK FOR PROJECT PHASING AND SAFETY WILL BE INCLUDED IN C–105–1 MOBILIZATION PAY ITEM.
5. ACCESS TO THE AIRFIELD SHALL BE DIRECTED BY THE AIRPORT MANAGER AND ATCT.

GENERAL LEGEND

- EXISTING GATE
- 8' BARRICADE(S) IN LINE, SEE DETAIL.
- CONTRACTOR'S HAUL ROUTE
- CONTRACTOR'S STAGE & STORAGE AREA
- PROPERTY LINE
- FENCE LINE
- RSA — RUNWAY SAFERY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA

N

0 250 500 1000 FEET

1"=250'

ENGINEER'S SEAL

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

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DESIGNED BY ISA; DRAWN BY MSA; CHECKED BY KAM

PROJECT DESIGNER HOYLE TANNER

DATE: APRIL, 2025

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

GENERAL SAFETY AND PHASING PLAN

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

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PROJ. No.: 24.088701.03

DRAWING NO. G1.4

SHEET 3 OF 7

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AIRPORT BUSINESS TO REMAIN OPEN

THE CONTRACTOR SHALL COORDINATE ANY WORK EFFORTS THAT WOULD IMPEDE AIRCRAFT ACCESS TO AIRPORT FACILITIES WITH THE AIRPORT OWNER/COUNTY REPRESENTATIVE AND THE ENGINEER IN ORDER TO ASSURE TIMELY COORDINATION WITH TENANTS. THE CONTRACTOR MUST MAINTAIN RADIO CONTACT WITH AIR TRAFFIC AT ALL TIMES BY MONITORING ALL FREQUENCIES.

AS FOLLOWS:

UNICOM:	123.05
ATCT GROUND:	121.625
AWOS:	118.475
CTAF:	119.075 (ACTIVATE AIRFIELD MIRLS, PAPIS, REILS)

GENERAL NOTES

REFERENCES:

FAA ADVISORY CIRCULAR NO. 150/5210-5D, PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT.

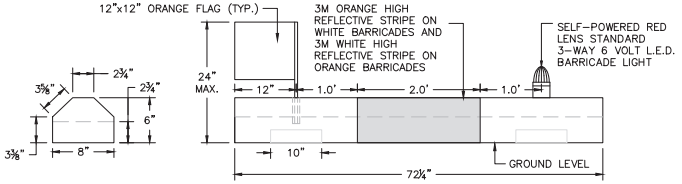
FAA ADVISORY CIRCULAR NO. 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

FEDERAL AVIATION ADMINISTRATION PARTS 77, 139, & 157 (WHEN APPLICABLE)

REFER TO PROJECT CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FOLLOWING DOCUMENTS: VOLUME 1, CONTRACT DOCUMENTS, SUMMARY OF WORK AND PROJECT REQUIREMENTS VOLUME 2, TECHNICAL SPECIFICATIONS

1. ALL AIRCRAFT TRAFFIC ON ACTIVE RUNWAYS, TAXIWAYS, AND APRONS SHALL HAVE PRIORITY AND RIGHT-OF-WAY OVER CONTRACTOR'S TRAFFIC. NO MEN OR EQUIPMENT ARE ALLOWED WITHIN 62' OF AN ACTIVE TAXIWAY CENTERLINE, 250' OF ACTIVE RUNWAY CENTERLINE, OR AS DIRECTED BY THE OWNER.
2. LIGHTED BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR TO DIRECT AIRCRAFT AWAY FROM CONSTRUCTION AREAS, AS SHOWN ON THE PLANS, WORK AREAS AND DETOURS FOR TAXING AIRCRAFT SHALL BE BARRICADED NIGHT AND DAY AS DIRECTED. BARRICADES SHALL BE BRIGHTLY COLORED AND MAX. 24" HIGH. THEY SHALL BE PLACED NOT CLOSER THAN 2' NOR FARTHER THAN 10' FROM ANY PAVEMENT EDGE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
3. BARRICADES SHALL BE SECURED AGAINST WIND AND AIRCRAFT PROP BLASTS BY WEIGHTING OR NAILING INTO PAVEMENT.
4. NONE OF THE CONTRACTOR'S VEHICLES SHALL BE ALLOWED TO CROSS AN ACTIVE RUNWAY EXCEPT AS NOTED AND PROVIDED IN PROJECT CONTRACT DOCUMENTS, REFERENCED FAA ADVISORY CIRCULARS, AND THESE PLANS.
5. CONTRACTOR SHALL MAINTAIN AIRCRAFT ACCESS TO EXISTING BUSINESS AREAS AT ALL TIMES DURING CONSTRUCTION.
6. NO RUNWAY, TAXIWAY, APRON, OR AIRPORT ROADWAY SHALL BE CLOSED WITHOUT WRITTEN APPROVAL FROM THE AIRPORT OWNER WHO WILL THEN FILE THE NECESSARY "NOTICES TO AIRMEN" (NOTAMs) AND/OR ADVISORIES. REQUESTED CLOSINGS SHALL BE DIRECTED TO THE AIRPORT MANAGER. NOTAMs REQUIRE 48 HOURS NOTICE.
7. THE CONTRACTOR SHALL HAVE A POWER SWEEPER ON THE SITE AS NEEDED TO SWEEP PAVEMENTS IN WORK AREAS AND HAUL ROUTES AS DIRECTED BY THE ENGINEER.
8. MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE THE HAUL ROUTE AND CONTRACTOR'S STAGING AREA AT THE AIRPORT. THIS SHOULD PRECLUDE DELIVERY TRUCKS FROM TAKING SHORT CUTS THROUGH THE AIRFIELD AND ENTERING INTO AIRCRAFT OPERATIONS AREAS INADVERTENTLY.
9. AFTER THE JOB IS COMPLETED, THE CONTRACTOR SHALL RESTORE THE MATERIAL STORAGE, EQUIPMENT AREAS, AND ALL DISTURBED AREAS TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
10. STATE AND LOCAL HIGHWAY LOAD LIMITS APPLY ON ALL HAUL ROUTES. ALL HAUL ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL RUNWAYS, TAXIWAYS AND AIRPORT ROADS SWEPT CLEAN OF ANY DEBRIS INTRODUCED BY HIS/HER CONSTRUCTION EQUIPMENT. ANY LIABILITY OR EXPENSES RESULTING FROM FOREIGN OBJECT DAMAGE TO AIRCRAFT FOUND TO BE CAUSED BY THE CONTRACTOR OR HIS SUBS SHALL BE BORNE SOLELY BY THE CONTRACTORS.
12. ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THIS AIRPORT OUTSIDE OF THE DESIGNATED CONSTRUCTION AREA LIMITS OR HAUL ROUTES AS SPECIFIED ON THE PLANS AND IN THE ACTIVE AIRCRAFT OPERATIONAL AREAS (AOA), SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3'x3' OR LARGER ORANGE AND WHITE CHECKERBOARD FLAG WITH EACH CHECKERBOARD COLOR BEING 1' SQUARE. ANY VEHICLE OPERATING IN THE ACTIVE AOA SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME TYPE LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
13. NOT ANTICIPATED FOR THIS PROJECT. ANY CONSTRUCTION ACTIVITY WITHIN 250' OF ACTIVE RUNWAY CENTERLINE OR 62' FROM AN ACTIVE TAXIWAY CENTERLINE OR OPEN EXCAVATIONS IN EXCESS OF 3" DEEP WITHIN THE ABOVE AREAS WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY, OR TAXIWAY, UNLESS OTHERWISE APPROVED BY THE AIRPORT MANAGER. ONLY ONE RUNWAY OR TAXIWAY CAN BE CLOSED AT A TIME AND ONLY AT THE APPROVAL OF THE AIRPORT MANAGER. THE CONTRACTOR MUST NOTIFY THE ENGINEER, OWNER REPRESENTATIVE, AND AIRPORT MANAGER A MINIMUM OF 48 HOURS PRIOR TO CLOSURE OF ANY RUNWAY.
14. NOT ANTICIPATED FOR THIS PROJECT. ALL CONTRACTOR'S VEHICLES THAT ARE REQUIRED TO CROSS ACTIVE RUNWAYS, TAXIWAYS, AND APPROACH RUNWAY PROTECTION ZONES SHALL DO SO UNDER THE DIRECT CONTROL OF A FLAGMAN. THE FLAGMAN SHALL BE TRAINED AND INSTRUCTED BY THE AIRPORT MANAGER AND/OR ENGINEER IN THE REGULATIONS GOVERNING OPERATIONS OF THE AOA AND THE AIRPORT. THE FLAGMAN SHALL BE FURNISHED BY THE CONTRACTOR AND POSSESS A RADIO TUNED TO FREQUENCY 121.625. ALL AIRCRAFT TRAFFIC ON RUNWAYS AND TAXIWAYS SHALL ALWAYS HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. THE CONTRACTOR SHALL APPROACH THE FIELD ENGINEER FOR INSTRUCTION, PRIOR TO VEHICLE ENCROACHMENT.
15. CONTRACTOR'S STAGING AND STOCKPILING AREA FOR EXCESS CONSTRUCTION MATERIAL TO BE USED ONLY DURING CONSTRUCTION OF THIS PROJECT. ALL MATERIAL NOT ACCEPTED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND MUST BE DISPOSED OF FROM THE SITE AT NO ADDITIONAL COST TO THE OWNER UNLESS OTHERWISE APPROVED IN WRITING.
16. NOT ANTICIPATED FOR THIS PROJECT. ANY WORK ASSOCIATED WITH THIS PROJECT THAT IS LOCATED WITHIN 250' OF ACTIVE PORTIONS OF RUNWAY OR WITHIN 62' OF ANY TAXIWAY WILL REQUIRE TEMPORARY CLOSING OF THE ASSOCIATED RUNWAY AND TAXIWAY. SEE THE PROJECT PHASING PLANS FOR MORE DETAILED INSTRUCTIONS ON CONSTRUCTION SEQUENCING AND AIR OPERATIONS AREA (AOA) CLOSURE(S). TEMPORARY LIGHTED BARRICADES SHALL BE CONSTRUCTED AT THE LOCATIONS SHOWN ON THE PHASING PLANS.
17. THE CONTRACTOR WILL BE REQUIRED TO CONSTRUCT AND MAINTAIN THE TEMPORARY HAUL ROUTE TO THE CONTRACTOR STAGE/STORAGE AREA. GRADE & ROUTE AS NECESSARY TO PROVIDE SAFE ACCESS TO THE CONSTRUCTION AREA.
18. THE SITE AND SAFETY PLAN IS PART OF THE CONSTRUCTION CONTRACT WHEN EXECUTED BY ALL CONCERNED PARTIES.
19. ALL MATERIALS, MEN & EQUIPMENT SHALL BE MARSHALED BY THE CONTRACTOR ONTO AIRPORT PROPERTY VIA THE CONTRACTOR'S HAUL ROUTE(S) SHOWN ON THIS PLAN. NO OTHER ENTRANCES ARE APPROVED FOR CONSTRUCTION ACCESS. ONCE THROUGH THE GATE, THE CONTRACTOR SHALL PROVIDE ONE OR MORE PERSONNEL WITH AN AIRPORT RADIO, LIGHTED AND FLAGGED VEHICLE TO ESCORT ALL CONTRACTOR TRAFFIC ACROSS ANY ACTIVE AIRPORT AREAS.
20. CONTRACTOR'S VEHICLE TRAFFIC SHALL BE COORDINATED WITH THE ENGINEER'S REPRESENTATIVE IN THE FIELD AND THE OWNER.
21. THE SITE AND SAFETY PLAN DOES NOT RELINQUISH THE CONTRACTOR FROM ANY RESPONSIBILITY CONCERNING SAFETY ON AIRPORT PROPERTY. ULTIMATE RESPONSIBILITY RESTS UPON THE CONTRACTOR AT ALL TIMES WITH REGARD TO THE CONTRACTOR'S ACTIVITIES, INCLUDING ANY INCIDENTS OR ACCIDENTS FOUND TO RESULT FROM THESE CONSTRUCTION ACTIVITIES.
22. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE WORK SHOWN ON THIS PLAN. ALL WORK FOR PROJECT PHASING AND SAFETY SHALL BE INCLUDED IN OTHER WORK ITEMS.
23. ALL SECURITY/ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
24. ALL SECURITY/ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
25. CONTRACTOR IS REQUIRED TO HAVE A PERSON ON CALL 24-HOURS A DAY FOR EMERGENCY MAINTENANCE OF AIRPORT LIGHTING AND BARRICADES. CONTRACTOR MUST FILE THE CONTACT PERSON'S NAME WITH AIRPORT OPERATIONS. WHENEVER CONTRACTOR'S EMPLOYEES ARE ON SITE WORKING, THE CONTRACTOR'S SUPERINTENDENT SHALL BE ACCESSIBLE VIA 800MHZ RADIO.
26. CONTRACTOR SHALL PROVIDE AN EMERGENCY NOTIFICATION LIST (24-HOUR CONTACT LIST) WHICH IDENTIFIES THE SUPERINTENDENT AND ALL SUBCONTRACTOR SUPERVISORS/LEADS.



PROFILE
NO SCALE

ELEVATION
NO SCALE

NOTES:
1. BARRICADE CONSTRUCTED OF HIGH IMPACT, UV-RESISTANT POLYETHYLENE AS MANUFACTURED BY NEUBERT AERO CORP. (1-877-NAC-ARPT) OR SIMILAR APPROVED EQUAL.
2. EACH UNIT SHALL INCLUDE RED STANDARD 3-WAY LIGHT, 12" ORANGE FLAG AND 3M HIGH REFLECTIVE ORANGE TAPE.
3. BARRICADES SHALL BE PLACED AS SHOWN ON THESE PLANS OR AS DIRECTED BY THE RESIDENT ENGINEER.
4. SEE TECHNICAL SPECIFICATIONS FOR MANUFACTURER CUT OUT SHEETS.
5. BARRICADES MUST BE FILLED WITH WATER TO PREVENT MOVEMENT ONCE PLACED.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY BARRICADES FOR THE DURATION OF THE PROJECT.
7. BARRICADES SHALL BE SPACED NO MORE THAN 6 FEET APART.
8. ALL BARRICADES SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.

TYPICAL WATER BARRICADE

N.T.S.

ENGINEER'S SEAL

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com
Hoyle Tanner & Associates © 2024

CHECKED BY: MAM
DRAWN BY: ASA
DESIGNED BY: ISA
DATE: APRIL, 2025

PROJECT DESIGNER
HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

GENERAL SAFETY NOTES AND DETAILS

REVISIONS			
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U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: Operational Safety on Airports During Construction	**Date:** 12/13/2017 **Initiated By:** AAS-100	**AC No:** 150/5370-2G **Change:**

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction,* dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. Appendix A contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph 2.13.5.3, NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph 2.18.4.2, Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph 2.22.3.4, Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See Figure 2-1 and Figure 2-2.
5. Figures have been improved and a new Appendix F on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and " ←" keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 **Use of Metrics.**

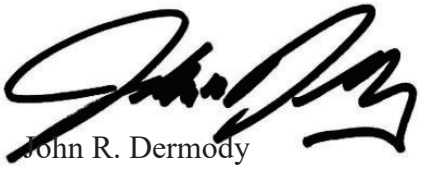
Throughout this AC, U.S. customary units are used followed with "soft" (rounded) conversion to metric units. The U.S. customary units govern.

7 **Where to Find this AC.**

You can view a list of all ACs at http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.



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Director of Airport Safety and Standards

CONTENTS

Paragraph **Page**

Chapter 1. Planning an Airfield Construction Project 1-1
1.1 Overview. 1-1
1.2 Plan for Safety. 1-1
1.3 Develop a Construction Safety and Phasing Plan (CSPP). 1-3
1.4 Who Is Responsible for Safety During Construction? 1-4

Chapter 2. Construction Safety and Phasing Plans 2-1
2.1 Overview. 2-1
2.2 Assume Responsibility. 2-1
2.3 Submit the CSPP. 2-1
2.4 Meet CSPP Requirements. 2-2
2.5 Coordination. 2-6
2.6 Phasing. 2-7
2.7 Areas and Operations Affected by Construction Activity. 2-7
2.8 Navigation Aid (NAVAID) Protection. 2-11
2.9 Contractor Access. 2-11
2.10 Wildlife Management. 2-15
2.11 Foreign Object Debris (FOD) Management. 2-16
2.12 Hazardous Materials (HAZMAT) Management. 2-16
2.13 Notification of Construction Activities. 2-16
2.14 Inspection Requirements. 2-18
2.15 Underground Utilities. 2-19
2.16 Penalties. 2-19
2.17 Special Conditions. 2-19
2.18 Runway and Taxiway Visual Aids. 2-19
2.19 Marking and Signs for Access Routes. 2-29
2.20 Hazard Marking, Lighting and Signing. 2-30
2.21 Work Zone Lighting for Nighttime Construction. 2-32
2.22 Protection of Runway and Taxiway Safety Areas. 2-33
2.23 Other Limitations on Construction. 2-37

Chapter 3. Guidelines for Writing a CSPP 3-1
3.1 General Requirements. 3-1
3.2 Applicability of Subjects 3-1
3.3 Graphical Representations. 3-1
3.4 Reference Documents. 3-2
3.5 Restrictions. 3-2
3.6 Coordination. 3-2
3.7 Phasing. 3-2
3.8 Areas and Operations Affected by Construction. 3-2
3.9 NAVAID Protection. 3-2
3.10 Contractor Access. 3-3
3.11 Wildlife Management. 3-4
3.12 FOD Management. 3-4
3.13 HAZMAT Management 3-4
3.14 Notification of Construction Activities. 3-4
3.15 Inspection Requirements. 3-5
3.16 Underground Utilities. 3-5
3.17 Penalties. 3-5
3.18 Special Conditions. 3-5
3.19 Runway and Taxiway Visual Aids. 3-6
3.20 Marking and Signs for Access Routes. 3-6
3.21 Hazard Marking and Lighting. 3-6
3.22 Work Zone Lighting for Nighttime Construction. 3-6
3.23 Protection of Runway and Taxiway Safety Areas. 3-7
3.24 Other Limitations on Construction. 3-7

Appendix A. Related Reading Material A-1

Appendix B. Terms and Acronyms B-1

Appendix C. Safety and Phasing Plan Checklist C-1

Appendix D. Construction Project Daily Safety Inspection Checklist D-1

Appendix E. Sample Operational Effects Table E-1

Appendix F. Orange Construction Signs F-1

FIGURES

Number **Page**

Figure 2-1. Temporary Partially Closed Runway 2-9
Figure 2-2. Temporary Displaced Threshold 2-10
Figure 2-3. Markings for a Temporarily Closed Runway 2-21
Figure 2-4. Temporary Taxiway Closure 2-22
Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads 2-24
Figure 2-6. Lighted X in Daytime 2-26
Figure 2-7. Lighted X at Night 2-26
Figure 2-8. Interlocking Barricades 2-31
Figure 2-9. Low Profile Barricades 2-32
Figure E-1. Phase I Example E-1
Figure E-2. Phase II Example E-2
Figure E-3. Phase III Example E-3
Figure F-1. Approved Sign Legends F-1
Figure F-2. Orange Construction Sign Example 1 ..... F-2
Figure F-3. Orange Construction Sign Example 2 ..... F-3

TABLES

Number **Page**

Table A-1. FAA Publications A-1
Table A-2. Code of Federal Regulation A-3
Table B-1. Terms and Acronyms B-1
Table C-1. CSPP Checklist C-1
Table D-1. Potentially Hazardous Conditions D-1
Table E-1. Operational Effects Table E-4
Table E-2. Runway and Taxiway Edge Protection E-6
Table E-3. Protection Prior to Runway Threshold E-7

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 Plan for Safety.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)[1] for each affected taxiway; designated approach visibility minimums;

[1] Find Taxiway Design Group information in AC 150/5300-13, *Airport Design.*

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 Develop a Construction Safety and Phasing Plan (CSPP).

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 Who Is Responsible for Safety During Construction?

1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.

1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.

1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12*, Quality Management for Federally Funded Airport Construction Projects.* (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)

1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.

1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.

1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.

1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.

1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.

1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.

1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.

1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.2.13 Take immediate action to resolve safety deficiencies.

1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.

1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).

1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.

1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.

1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.

1.4.3 Define Construction Contractor's Responsibilities.

The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.

1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.

1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.

1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.

1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 Overview.

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 Submit the CSPP.

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 Meet CSPP Requirements.

2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.

1. Coordination.
    a. Contractor progress meetings.
    b. Scope or schedule changes.
    c. FAA ATO coordination.
2. Phasing.
    a. Phase elements.
    b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
    a. Identification of affected areas.
    b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
    a. Location of stockpiled construction materials.
    b. Vehicle and pedestrian operations.
6. Wildlife management.
    a. Trash.
    b. Standing water.
    c. Tall grass and seeds.
    d. Poorly maintained fencing and gates.
    e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

a. Maintenance of a list of responsible representatives/ points of contact.
b. NOTAM.
c. Emergency notification procedures.
d. Coordination with ARFF Personnel.
e. Notification to the FAA.

10. Inspection requirements.
    a. Daily (or more frequent) inspections.
    b. Final inspections.
11. Underground utilities.
12. Penalties.
13. Special conditions.
14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
    a. General.
    b. Markings.
    c. Lighting and visual NAVAIDs.
    d. Signs, temporary, including orange construction signs, and permanent signs.
15. Marking and signs for access routes.
16. Hazard marking and lighting.
    a. Purpose.
    b. Equipment.
17. Work zone lighting for nighttime construction (if applicable).
18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
    a. Runway Safety Area (RSA).
    b. Runway Object Free Area (ROFA).
    c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.
    d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.
    e. Obstacle Free Zone (OFZ).
    f. Runway approach/departure surfaces.
19. Other limitations on construction.
    a. Prohibitions.

b. Restrictions.

2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
   a. Duration of each phase.
   b. Daily start and finish of construction, including "night only" construction.
   c. Duration of construction activities during:
      i. Normal runway operations.
      ii. Closed runway operations.
      iii. Modified runway "Aircraft Reference Code" usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
   a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
   b. Listing of individuals requiring driver training (for certificated airports and as requested).
   c. Radio communications.
      i. Types of radios and backup capabilities.
      ii. Who will be monitoring radios.
      iii. Who to contact if the ATCT cannot reach the contractor's designated person by radio.

d. Details on how the contractor will escort material delivery vehicles.

6. Wildlife management. Discuss the following:
   a. Methods and procedures to prevent wildlife attraction.
   b. Wildlife reporting procedures.
7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
9. Notification of construction activities. Provide the following:
   a. Contractor points of contact.
   b. Contractor emergency contact.
   c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
   d. Batch plant details, including 7460-1 submittal.
10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
   a. Equipment and methods for covering signage and airfield lights.
   b. Equipment and methods for temporary closure markings (paint, fabric, other).
   c. Temporary orange construction signs.
   d. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
    a. Equipment and methods for maintaining Taxiway Safety Area standards.
    b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
    c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph 2.13.5.3.2 for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 **Areas and Operations Affected by Construction Activity.**

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See Appendix E for an example of a table showing temporary operations versus current operations. The tables in Appendix E can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

Figure 2-1. Temporary Partially Closed Runway

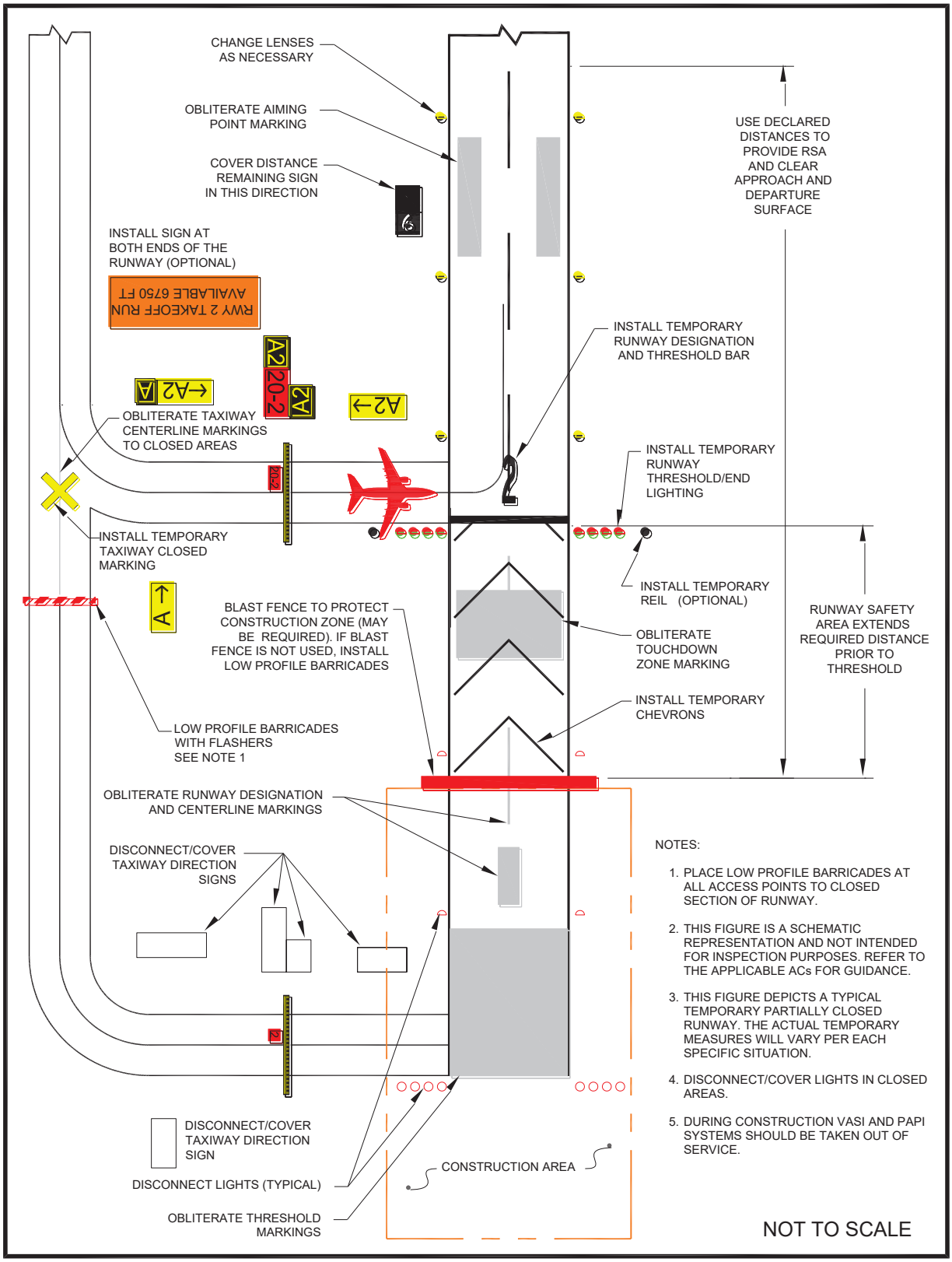
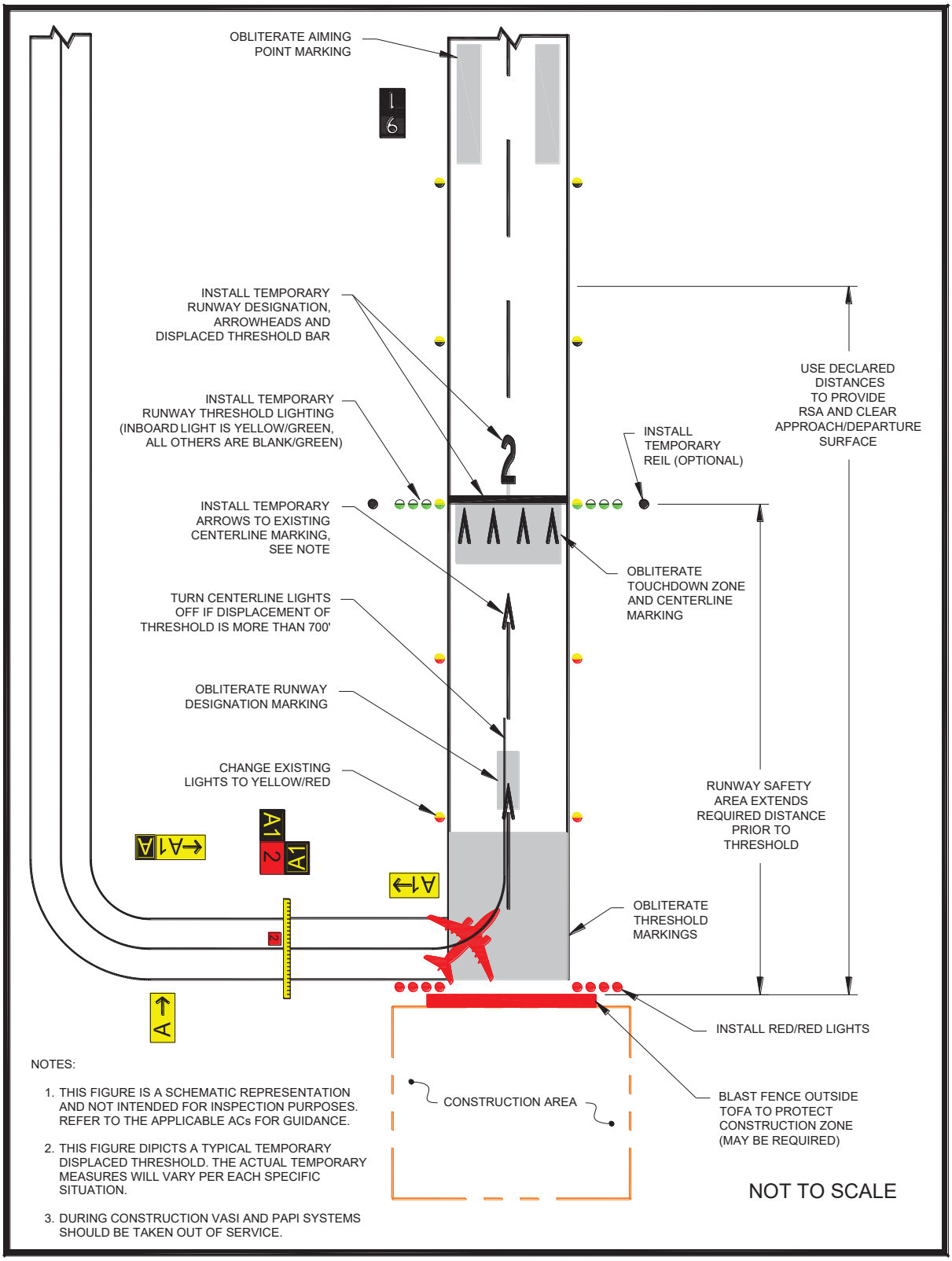


Figure 2-2. Temporary Displaced Threshold



Note: See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

2.7.2.1 Temporary changes to runway and/or taxi operations.

2.7.2.2 Detours for ARFF and other airport vehicles.

2.7.2.3 Maintenance of essential utilities.

2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the "critical area" associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 Contractor Access.

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor’s access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*

2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.

2.9.2.6 Required escorts.

2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**

Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

2.9.2.8 **Situational Awareness.**

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

2.9.2.9 **Two-Way Radio Communication Procedures.**

2.9.2.9.1 General.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

1. Airport operations
2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (see "Signs & Markings Vehicle Dashboard Sticker") or obtained from the FAA Airports Regional Office.

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 Wildlife Management.

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports,* and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife.* Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports,* Item T-901, Seeding. Contact the local office of the United Sates Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 **Foreign Object Debris (FOD) Management.**

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management.*

2.12 **Hazardous Materials (HAZMAT) Management.**

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste.*

2.13 **Notification of Construction Activities.**

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 NOTAMs.

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators,* for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, *Airport Safety Self-Inspection.* Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 **Underground Utilities.**

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations.

2.16 **Penalties.**

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 **Special Conditions.**

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 **Runway and Taxiway Visual Aids.**

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings,* except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

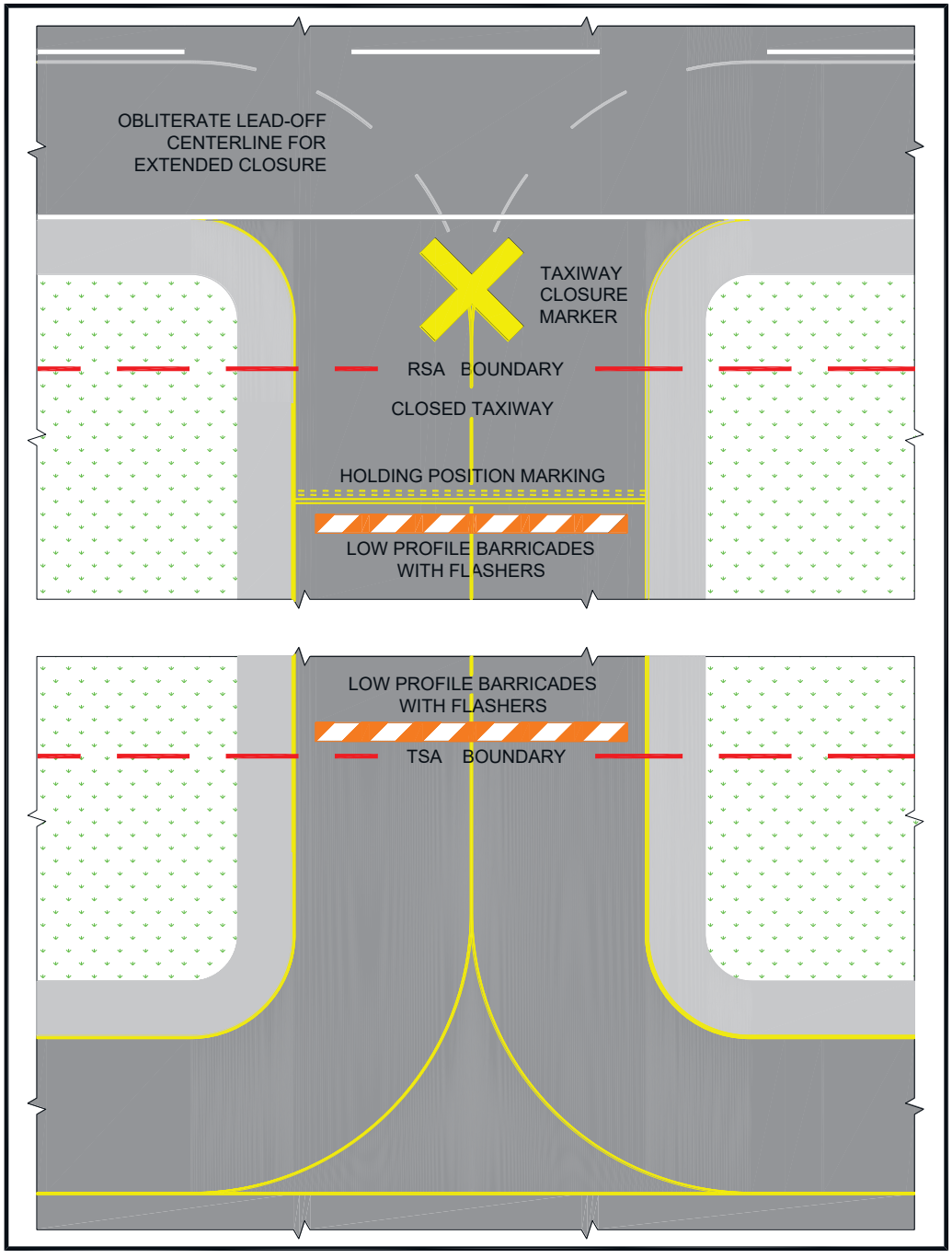
Figure 2-3. Markings for a Temporarily Closed Runway

1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see AC 150/5340-1). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-4.
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See AC 150/5340-1. Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-2.

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 *Airport Design,* notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

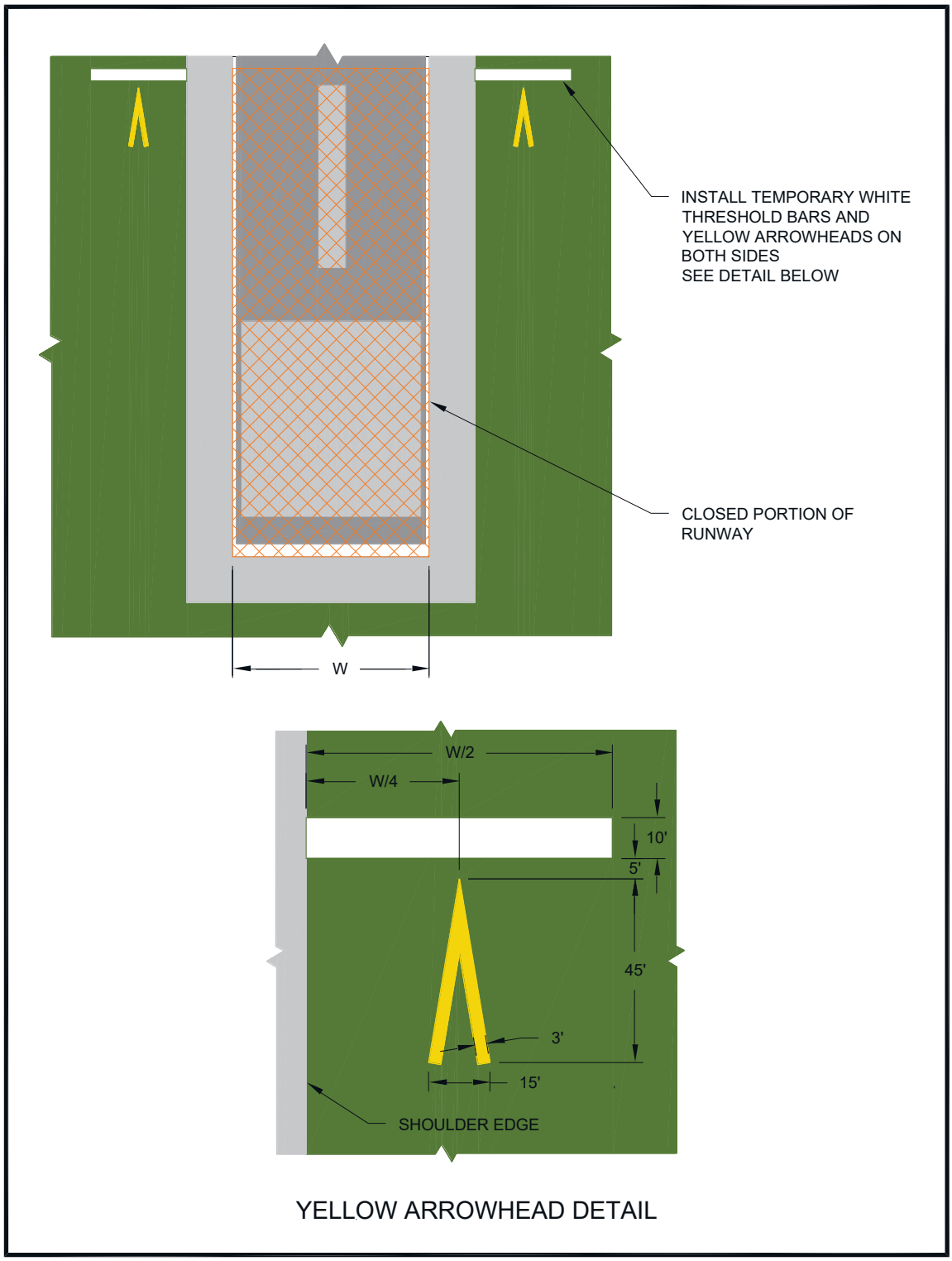
2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, "temporary outboard white threshold bars and yellow arrowheads", see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings,* has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids,* and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights.* When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

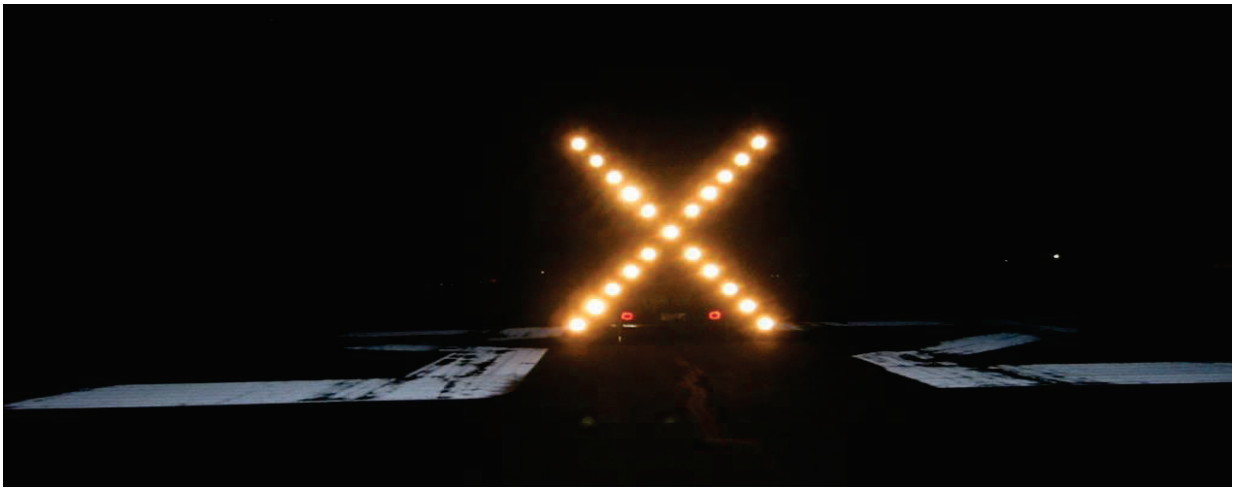
For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure.* For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime

Figure 2-7. Lighted X at Night



2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 Temporary Displaced Thresholds.

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.

2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.

2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers.*

2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.

2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.

2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.

2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs,* and AC 150/5340-18, *Standard for Airport Sign Systems.*

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot "information overload," the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs.* Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs,* are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 **Marking and Signs for Access Routes.**

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections,* which may require modification to size and height guidance in the MUTCD.

2.20 Hazard Marking, Lighting and Signing.

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 **Air Operations Area – General.**

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades

Figure 2-9. Low Profile Barricades

2.20.2.5 **Air Operations Area – Runway/Taxiway Intersections.**

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 **Air Operations Area – Other.**

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 **Maintenance.**

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to AC 150/5370-10 for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 Protection of Runway and Taxiway Safety Areas.

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.

2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 **Excavations.**

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
   a. Taxiing speed is limited to 10 mph.
   b. Appropriate NOTAMs are issued.
   c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
   d. Low mass, low-profile lighted barricades are installed.
   e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.

2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.

2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

2.22.4.3.1 Taxiing speed is limited to 10 mph.

2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.

2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.

2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.

2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.

2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.

2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

2.23.2.1 Construction suspension required during specific airport operations.

2.23.2.2 Areas that cannot be worked on simultaneously.

2.23.2.3 Day or night construction restrictions.

2.23.2.4 Seasonal construction restrictions.

2.23.2.5 Temporary signs not approved by the airport operator.

2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: “The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings.” All other applicable sections should include a reference to 2.4.2.11: “ILS cables shall be identified and protected as described in 2.4.2.11” or “See 2.4.2.11 for ILS cable identification and protection requirements.” Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should by identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 **Wildlife Management.**

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 **FOD Management.**

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 **HAZMAT Management.**

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 **Notification of Construction Activities.**

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 **Inspection Requirements.**

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 **Underground Utilities.**

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 **Penalties.**

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 **Special Conditions.**

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 **Runway and Taxiway Visual Aids.**

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, *Standards for Airport Markings;* AC 150/5340-18, *Standards for Airport Sign Systems;* and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

3.20 **Marking and Signs for Access Routes.**

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 **Hazard Marking and Lighting.**

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 **Work Zone Lighting for Nighttime Construction.**

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 **Protection of Runway and Taxiway Safety Areas.**

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional "box" within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 **Other Limitations on Construction.**

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at http://www.faa.gov/airports/.

Table A-1. FAA Publications

Number	Title and Description
AC 150/5200-28	*Notices to Airmen (NOTAMs) for Airport Operators* Guidance for using the NOTAM System in airport reporting.
AC 150/5200-30	*Airport Field Condition Assessments and Winter Operations Safety* Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
AC 150/5200-33	*Hazardous Wildlife Attractants On or Near Airports* Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
AC 150/5210-5	*Painting, Marking, and Lighting of Vehicles Used on an Airport* Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
AC 150/5210-20	*Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports* Guidance to airport operators on developing ground vehicle operation training programs.
AC 150/5300-13	*Airport Design* FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
AC 150/5210-24	*Airport Foreign Object Debris (FOD) Management* Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
AC 150/5320-15	*Management of Airport Industrial Waste* Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
AC 150/5340-1	*Standards for Airport Markings* FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5340-18	*Standards for Airport Sign Systems* FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5345-28	*Precision Approach Path Indicator (PAPI) Systems* FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
AC 150/5340-30	*Design and Installation Details for Airport Visual Aids* Guidance and recommendations on the installation of airport visual aids.
AC 150/5345-39	*Specification for L-853, Runway and Taxiway Retroreflective Markers*
AC 150/5345-44	*Specification for Runway and Taxiway Signs* FAA specifications for unlighted and lighted signs for taxiways and runways.
AC 150/5345-53	*Airport Lighting Equipment Certification Program* Details on the Airport Lighting Equipment Certification Program (ALECP).
AC 150/5345-50	*Specification for Portable Runway and Taxiway Lights* FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
AC 150/5345-55	*Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*

Number	Title and Description
AC 150/5370-10	*Standards for Specifying Construction of Airports* Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
AC 150/5370-12	*Quality Management for Federally Funded Airport Construction Projects*
EB 93	*Guidance for the Assembly and Installation of Temporary Orange Construction Signs*
FAA Order 5200.11	FAA Airports (ARP) Safety Management System (SMS) Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	*Grasses Attractive to Hazardous Wildlife* Guidance on grass management and seed selection.
FAA Form 7460-1	Notice of Proposed Construction or Alteration
FAA Form 7480-1	Notice of Landing Area Proposal
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at http://www.ecfr.gov/.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at http://mutcd.fhwa.dot.gov/.

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APPENDIX B. TERMS AND ACRONYMS

Table B-1. Terms and Acronyms

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. (See guidance available on the FAA web site at https://oeaaa.faa.gov.) The form may be downloaded at http://www.faa.gov/airports/resources/forms/, or filed electronically at: https://oeaaa.faa.gov.
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at http://www.faa.gov/airports/resources/forms/.
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, *Certification of Airports*.
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13 for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	2.5				
Operational safety is a standing agenda item for construction progress meetings.	2.5				
Scheduling of the construction phases is properly addressed.	2.6				
Any formal agreements are established.	2.5.3				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	2.7.1				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	2.7.1.1				
Access routes used by ARFF vehicles affected by the project are addressed.	2.7.1.2				
Access routes used by airport and airline support vehicles affected by the project are addressed.	2.7.1.3				
Underground utilities, including water supplies for firefighting and drainage.	2.7.1.4				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	2.7.1.5				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	2.7.1				
Temporary changes to taxi operations are addressed.	2.7.2.1				
Detours for ARFF and other airport vehicles are identified.	2.7.2.2				
Maintenance of essential utilities and underground infrastructure is addressed.	2.7.2.3				
Temporary changes to air traffic control procedures are addressed.	2.7.2.4				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	2.8				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	2.8				
Protection of NAVAID facilities is addressed.	2.8				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	2.8				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	2.8, 2.13.1, 2.13.5.3.1, 2.18.1				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	2.9				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	2.9				
The location of stockpiled construction materials is depicted on drawings.	2.9.1				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	2.9.1				
Requirements for proper stockpiling of materials are included.	2.9.1				
Construction site parking is addressed.	2.9.2.1				
Construction equipment parking is addressed.	2.9.2.2				
Access and haul roads are addressed.	2.9.2.3				
A requirement for marking and lighting of vehicles to comply with AC 150/5210-5*, Painting, Marking and Lighting of Vehicles Used on an Airport,* is included.	2.9.2.4				
Proper vehicle operations, including requirements for escorts, are described.	2.9.2.5, 2.9.2.6				
Training requirements for vehicle drivers are addressed.	2.9.2.7				
Two-way radio communications procedures are described.	2.9.2.9				
Maintenance of the secured area of the airport is addressed.	2.9.2.10				
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	2.10				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	2.11				
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	2.12				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	2.13				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	2.13.1				
A list of local ATO/Technical Operations personnel is included.	2.13.1				
A list of ATCT managers on duty is included.	2.13.1				
A list of authorized representatives to the OCC is included.	2.13.2				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	2.8, 2.13.2, 2.18.3.3.9				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	2.13.2				
Emergency notification procedures for medical, fire fighting, and police	2.13.3				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	2.13.4				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	2.13.5				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	2.13.5.3.2				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	2.14.1, 2.14.2				
Final inspections at certificated airports are specified when required.	2.14.3				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	2.15				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	2.16				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	2.17				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	2.18.1				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with AC 150/5340-1, *Standards for Airport Markings,* is specified.	2.18.2				
Detailed specifications for materials and methods for temporary markings are provided.	2.18.2				
The requirement for lighting to conform to AC 150/5340-30, *Design and Installation Details for Airport Visual Aids;* AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights;* and AC 150/5345-53, *Airport Lighting Certification Program,* is specified.	2.18.3				
The use of a lighted X is specified where appropriate.	2.18.2.1.2, 2.18.3.2				
The requirement for signs to conform to AC 150/5345-44*, Specification for Runway and Taxiway Signs;* AC 50/5340-18, *Standards for Airport Sign Systems;* and AC 150/5345-53, *Airport Lighting Certification Program,* is specified.	2.18.4				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications.	2.18.4.2				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	2.20.1				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	2.20.1				
The CSPP considers less obvious construction-related hazards.	2.20.1				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	2.20.2.1				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	2.20.2.1				
Red lights meeting the luminance requirements of the State Highway Department are specified.	2.20.2.2				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	2.20.2.3				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	2.20.2.3				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	2.20.2.5				
Markings for temporary closures are specified.	2.20.2.5				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	2.20.2.7				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	2.21				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	2.22.1.1, 2.22.3.1				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	2.22.1.2, 2.22.3.2				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	2.22.3.3				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	2.22.1.4				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	2.22.1.4				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	2.22.1.4				
Grading and soil erosion control to maintain RSA/TSA standards are	2.22.3.5				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	2.22.2				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	2.22.3				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	2.22.4				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	2.22.4.3.6				
Provisions for protection of runway approach/departure areas and clearways are included.	2.22.6				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	2.23.1.2				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	2.23.1.3				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

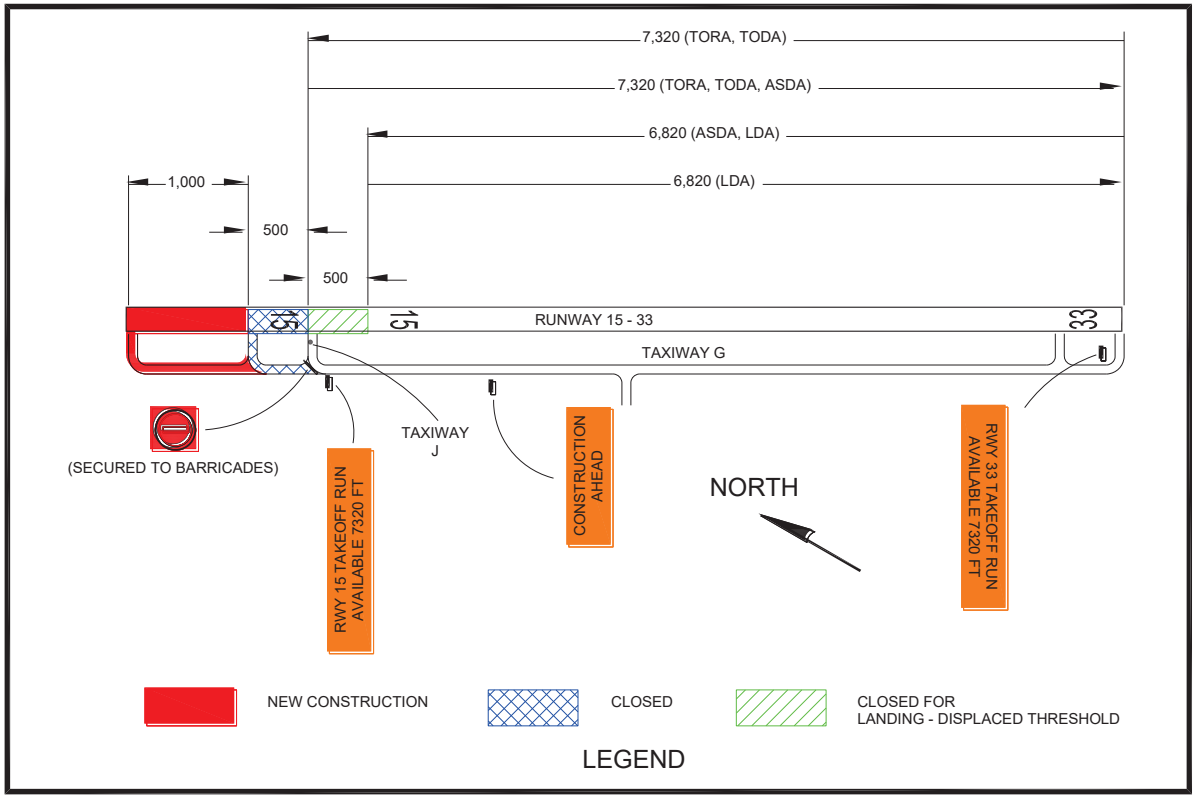
APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 **Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

Figure E-1. Phase I Example

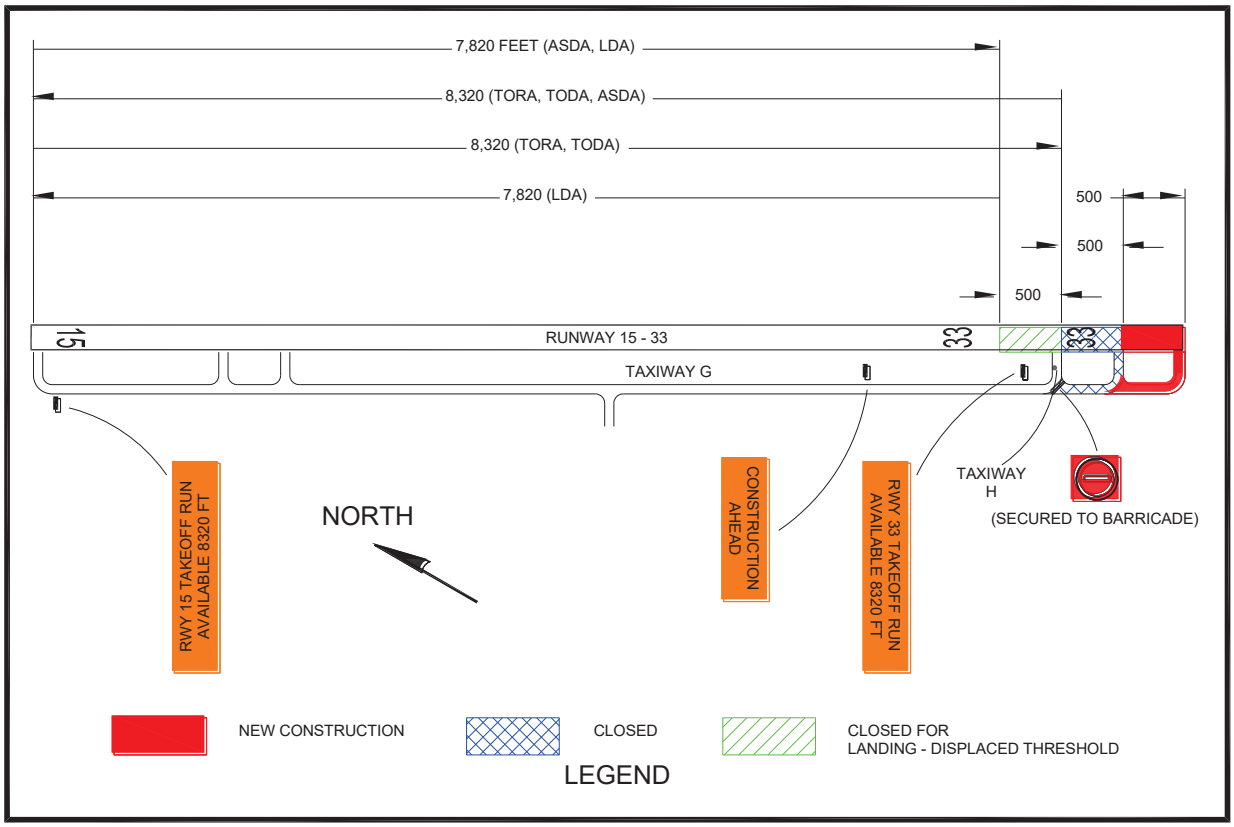


Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

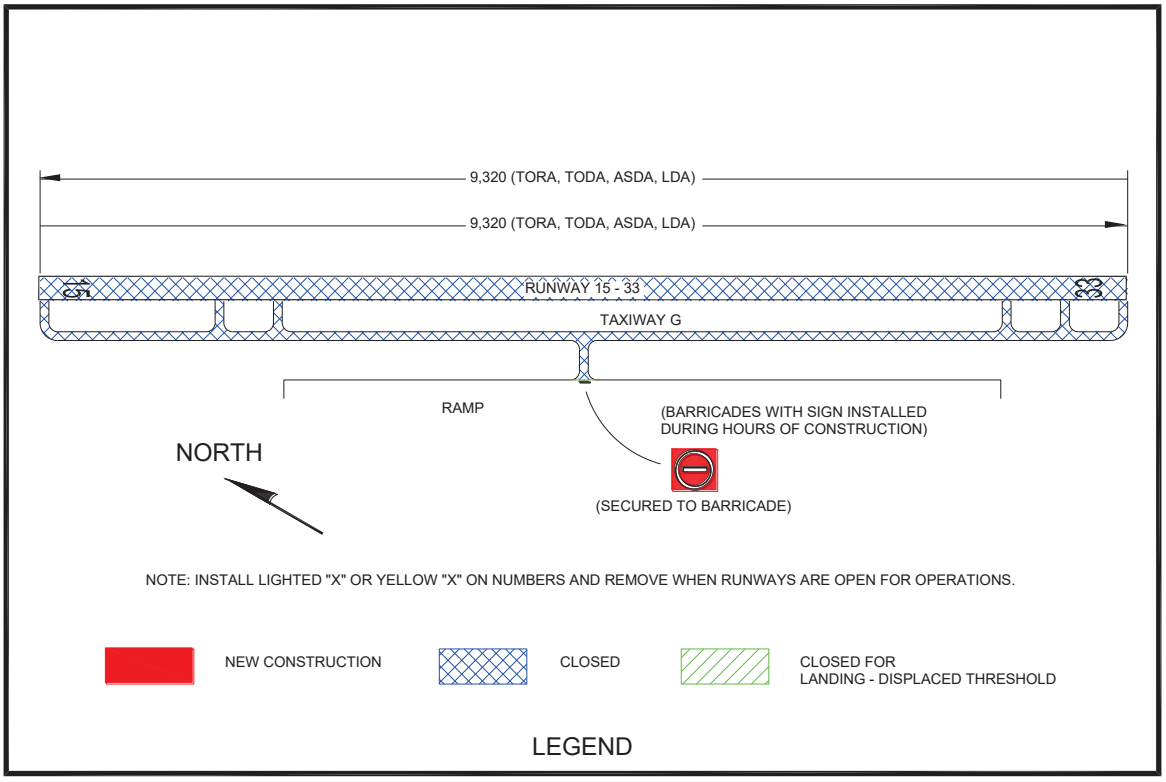


Table E-1. Operational Effects Table

Project	Runway 15-33 Extension and Repaving			
Phase	**Normal (Existing)**	**Phase I: Extend Runway 15 End**	**Phase II: Extend Runway 33 End**	**Phase III: Repave Runway**
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	¾ mile	¾ mile	¾ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures		LOC only	LOC only	LOC only	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 33 Approach Procedures		ILS	ILS	ILS	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 15 NAVAIDs		LOC	LOC	LOC	LOC
Runway 33 NAVAIDs		ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR
Taxiway G ADG		IV	III	IV	IV
Taxiway G TDG		4	4	4	4
ATCT (hours open)		24 hours	24 hours	24 hours	0500 - 2000
ARFF Index		D	D	D	D

Project	Runway 15-33 Extension and Repaving			
Phase	**Normal (Existing)**	**Phase I: Extend Runway 15 End**	**Phase II: Extend Runway 33 End**	**Phase III: Repave Runway**
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1

*See AC 150/5300-13 to complete the chart for a specific runway.

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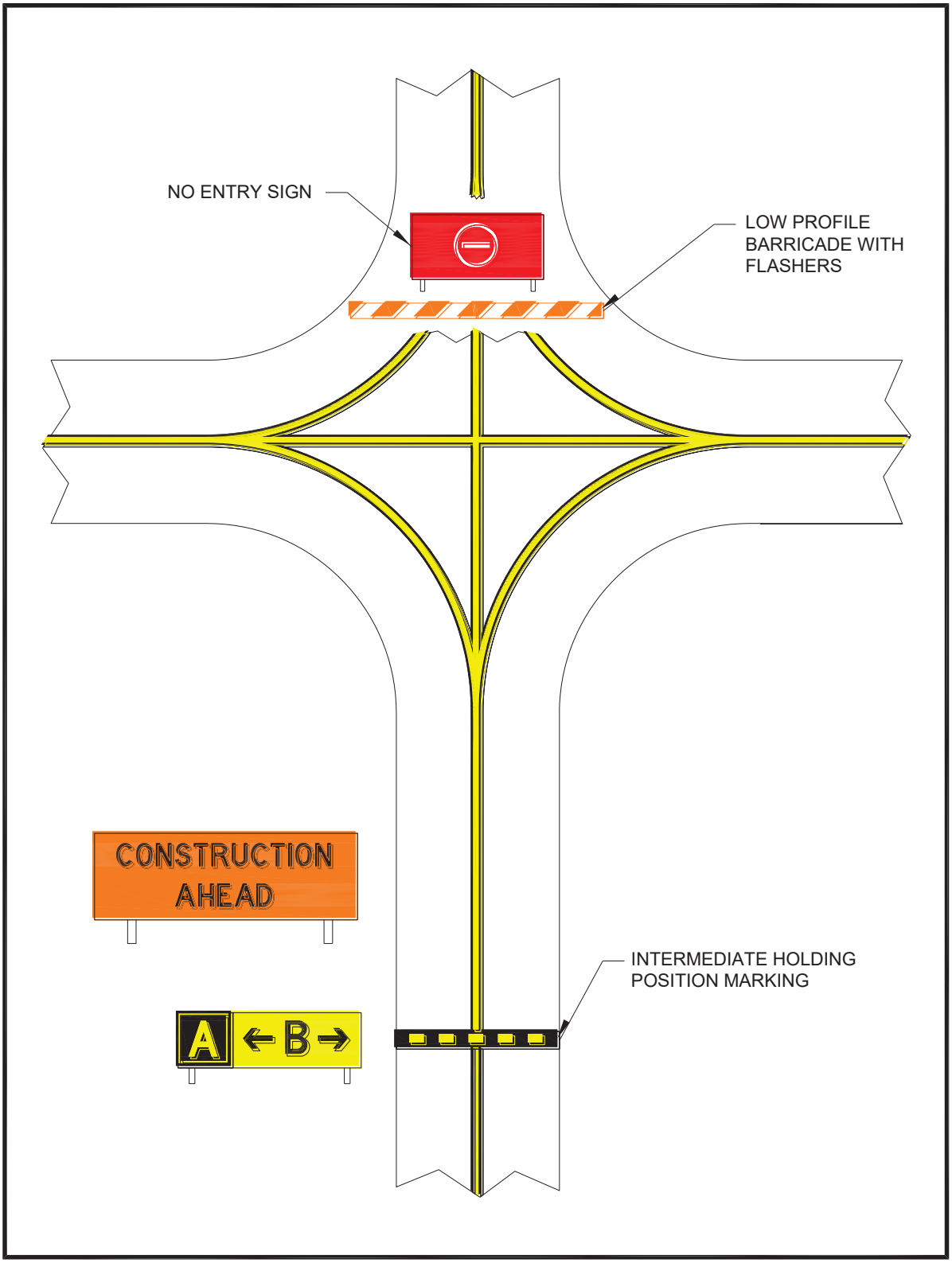
APPENDIX F. ORANGE CONSTRUCTION SIGNS

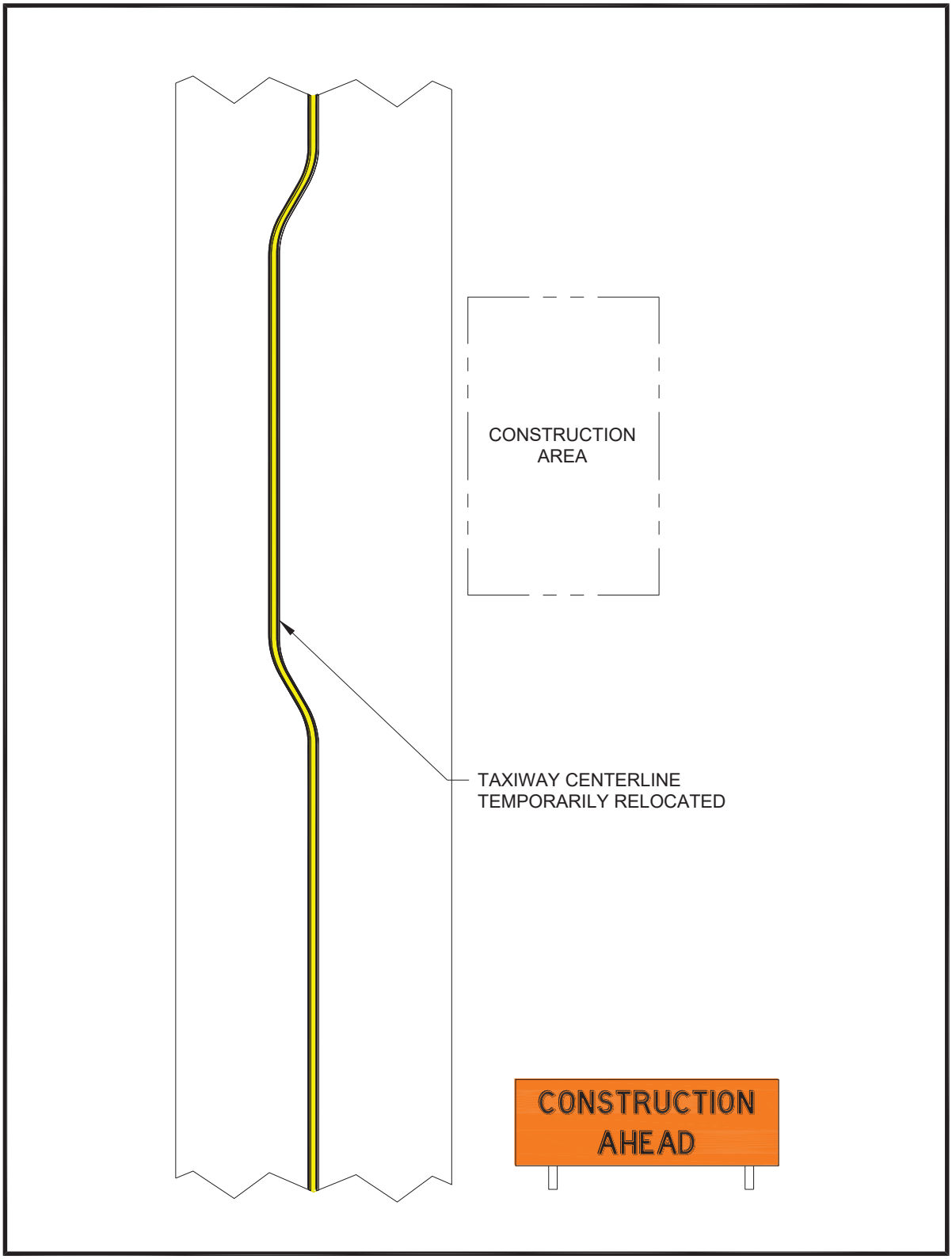
Figure F-1. Approved Sign Legends

Figure F-2. Orange Construction Sign Example 1



Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2



Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G Date: _____

Please check all appropriate line items:

☐ An error (procedural or typographical) has been noted in paragraph _____ on page _____.

☐ Recommend paragraph _____ on page _____ be changed as follows:

_____
_____
_____

☐ In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

_____
_____
_____

☐ Other comments:

_____
_____
_____

☐ I would like to discuss the above. Please contact me at (phone number, email address).

_____

Submitted by: _____ Date: _____

NAC

NEUBERT AERO CORP.

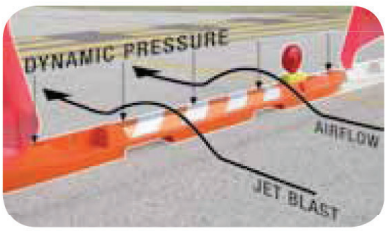
8ft Airport Low-Profile Barricades — PC9642

Secure Your Airport with NAC's Safety Barricades

Designed to meet FAA specifications for operational safety, NAC's 8ft low-profile safety barricades are designed exclusively for airports and shipped complete with minimal assembly required. Priced among the most competitive in the industry, NAC barricades are "jet-blast tested" at the FAA William J. Hughes Technical Center and come equipped with orange and white high intensity reflective sheeting for increased safety. Versatile warning flag and lighting mounts allow for multiple configurations to meet your traffic control and airport safety needs. Made of UV-resistant polyethylene plastic, NAC barricades are extremely durable and won't crack or degrade outdoors.

Use NAC's 8ft low-profile safety barricades to identify:

- Aircraft parking aprons;
- Large liner pavement construction zones;
- Closed taxiways; and
- Much more.



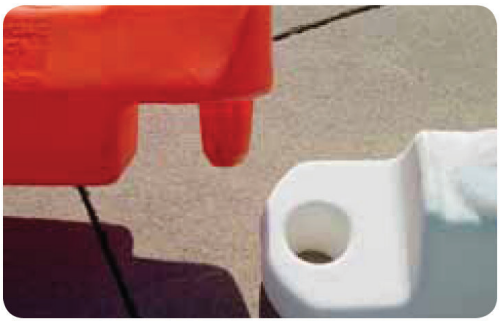
NAC's patented design applies the same principals of aerodynamics used in aircraft design.

PRODUCT SPECIFICATIONS

8ft Low-Profile Barricade

- Size: Size: 6" (H) x 6" (W) x 96" (L)
- Weight Empty: 15 lbs
- Weight Full: 120 lbs (Sand) or 72 lbs (Water)
- Gallon Capacity: 6 gallons

Convenient

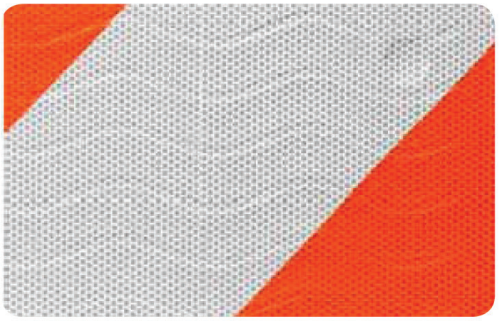


No connecting pins required.

Versatile

The new solar lights screw into barricade. FOD free!

Safe



Barricades include orange / white high intensity reflective sheeting to maximize visibility.

NAC is a certified MBE and SDVSB providing airport services and safety solutions.

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ISO 9001:2008 Certified for its Quality Management Systems in design, manufacture and supply.

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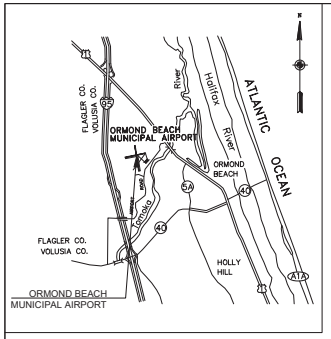
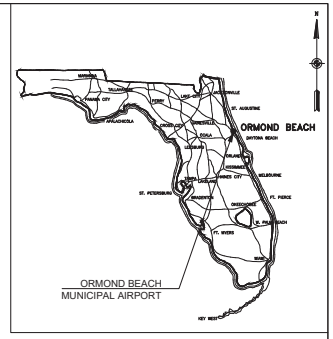
ORMOND BEACH MUNICIPAL AIRPORT

ORMOND BEACH, FL



VICINITY MAP



LOCATION MAP

SECURITY GATES REPLACEMENT

FDOT FM: 456368-1-94-01

HOYLE TANNER NO. 24.088701.03

RFB NO. 2025-49

MAY 2025

GENERAL NOTES:

1. THE EXISTENCE AND LOCATION OF THE EXISTING UNDERGROUND FACILITIES SHOWN ON THESE DRAWINGS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND A CERTIFIED LAND SURVEY. ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND UTILITY FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL CONDITIONS. THE CONTRACTOR MUST TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO PERFORMING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE.

2. THE CONTRACTOR MUST CONFIRM, BY FIELD MEASUREMENTS, THE LOCATION AND ELEVATION OF ALL IMPROVEMENTS TO BE CONSTRUCTED PRIOR TO ACTUAL CONSTRUCTION. THE CONTRACTOR MUST MAKE EXPLORATORY EXCAVATIONS TO LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF REVISIONS ARE NECESSARY DUE TO THE ACTUAL LOCATION OF THESE FACILITIES.

3. THE CONTRACTOR WILL BE RESPONSIBLE FOR AND HAVE COMPLETE CONTROL OVER THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES USED DURING CONSTRUCTION. THE CONTRACTOR MUST BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ITS AGENTS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ITS AGENTS.

5. ALL WORK MUST BE IN ACCORDANCE WITH:
   A. FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULARS CONCERNING SAFETY AND CONSTRUCTION ON AIRPORTS, LATEST EDITION.
   B. FLORIDA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, LATEST EDITION.
   C, THE CITY OF LAKE WALES STANDARD SPECIFICATIONS AND ORDINANCES, AS APPLICABLE.
   D. THE TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS.
   E. THE CONTRACT DRAWINGS.
   F. ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS.

6. UTILITY ALERT:
   BEFORE BEGINNING THE WORK, THE CONTRACTOR MUST VERIFY THE LOCATION OF THE UNDERGROUND FACILITIES BY CONTACTING THE VARIOUS UTILITY COMPANIES OR AGENCIES A MINIMUM OF 72 HOURS PRIOR TO BEGINNING WORK.

7. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER IF ANY UNDERGROUND UTILITIES ARE DAMAGED. THE CONTRACTOR WILL PROVIDE ADEQUATELY TRAINED PERSONNEL TO REPAIR ANY DAMAGED UTILITIES WITHIN 24 HOURS OF DAMAGE. DAMAGE TO NAVIGATIONAL AIDS AND/OR LIGHTING MUST BE CALLED IN AND REPAIRED IMMEDIATELY. THE AIRPORT MUST NOT ENTER NIGHTTIME WITHOUT ALL NAVAIDS AND LIGHTS OPERATIONAL. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS.

8. THE CONTRACTOR MUST RESTORE THE SITE TO ITS ORIGINAL (OR BETTER) CONDITION PRIOR TO COMPLETION OF THE PROJECT. THIS MEANS THAT ALL DISTURBED AREAS OUTSIDE THE PROJECT LIMITS MUST RECEIVE AS A MINIMUM, SEED & MULCH OR SOD. IN ADDITION ALL PROVISIONS OF THE CONTRACT WILL REMAIN IN EFFECT, AND MAINTENANCE OF TRAFFIC ON THE AIRPORT AND SAFETY PRECAUTIONS MUST BE PERFORMED ON A DAILY BASIS. ANY SECONDARY HAUL ROUTES MAY BE USED ONLY DURING SPECIAL CONSTRUCTION OPERATIONS AND BY PERMISSION ONLY. CONTRACTOR MUST COORDINATE WITH THE RESIDENT PROJECT REPRESENTATIVE FOR DIRECTION.

BOARD OF CITY COMMISSIONERS

Jason Leslie, Mayor
Lori Tolland, Zone 1, Deputy Mayor
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4

CITY ADMINISTRATION

Joyce Shanahan, City Manager
Shawn Finley, Public Works Director
Alex Schumann, City Engineer
Steven Lichliter, Airport Manager

PE STAMP G1.1 TO F2.3

100% FOR BIDDING

REV.	DESCRIPTION	DR. BY	CKD. BY	APPD. BY	DATE
1	90% DESIGN SUBMITTAL	MSA	ISA	WJM	4/28/25

ORMOND BEACH, FLORIDA
ORMOND BEACH MUNICIPAL AIRPORT

G1.1 TITLE SHEET

HOYLE TANNER
95 E Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
Tel 407-366-1818
Web Page: www.hoyletanner.com

SCALE: NOT TO SCALE	PROJECT NO. 24.088701.03	DRAWING NO. G1.1
DATE: MAY, 2025		
DES. BY ISA / DR. BY MSA / CHKD. BY WJM	SHEET 1 OF 7	

DWG: G:_projects\ormond-beach-fl\24_088701_03--ormond-beach-fl--dirpt--security-gates-replace-design\2-CADD\0-contract\G1.1 - Title Sheet.dwg May 01, 2025 - 8:43am

DRAWING INDEX

DRAWING NUMBER	DRAWING TITLE	SHEET NO.
G1.1	TITLE SHEET	1
G1.2	DRAWING INDEX, LEGEND, AND QUANTITIES	2
G1.3	GENERAL SAFETY AND PHASING PLAN	3
G1.4	GENERAL SAFETY NOTES AND DETAILS	4
FE1.1	FENCING PLAN	5
FE2.1	FENCING DETAILS	6
FE2.2	FENCING DETAILS	7

BASE BID SCHEDULE

SPEC ITEM	DESCRIPTION (BID WRITTEN IN WORDS)	UNIT	QTY	AS-BUILT
C-105-1	MOBILIZATION	LS	1	
F-162-1	21' CANTILEVER GATE WITH OPENER, REVERSING AND FREE-EXIT LOOPS AND REVERSING EDGE, COMPLETE WITH PROXIMITY CARDS ACCESS CONTROL SYSTEM	EA	1	
F-162-2	26' CANTILEVER GATE WITH OPENER, REVERSING AND FREE-EXIT LOOPS AND REVERSING EDGE, COMPLETE WITH PROXIMITY CARDS ACCESS CONTROL SYSTEM	EA	1	
H-030-1	GENERAL DEMOLITION	LS	1	

NO.	SUBMISSIONS	DATE
1	90% DESIGN SUBMITTAL	4/28/2025

REVISION HISTORY			
NO.	DESCRIPTION	DATE	SHEETS AFFECTED

ENGINEER'S SEAL

PROJECT DESIGNER
HOYLE TANNER
95 E. Mitchell Hammock Road
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Oviedo, FL 32765
(407) 380-1919
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DESIGNED BY: ISA
DRAWN BY: MSA
CHECKED BY: MAM
DATE: MAY, 2025

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

DRAWING INDEX, LEGEND, AND QUANTITIES

REVISIONS			
REV. NO.	DATE	DESCRIPTION	BY

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PROJ. No.: 24.088701.03

DRAWING NO.
G1.2

SHEET 2 OF 7

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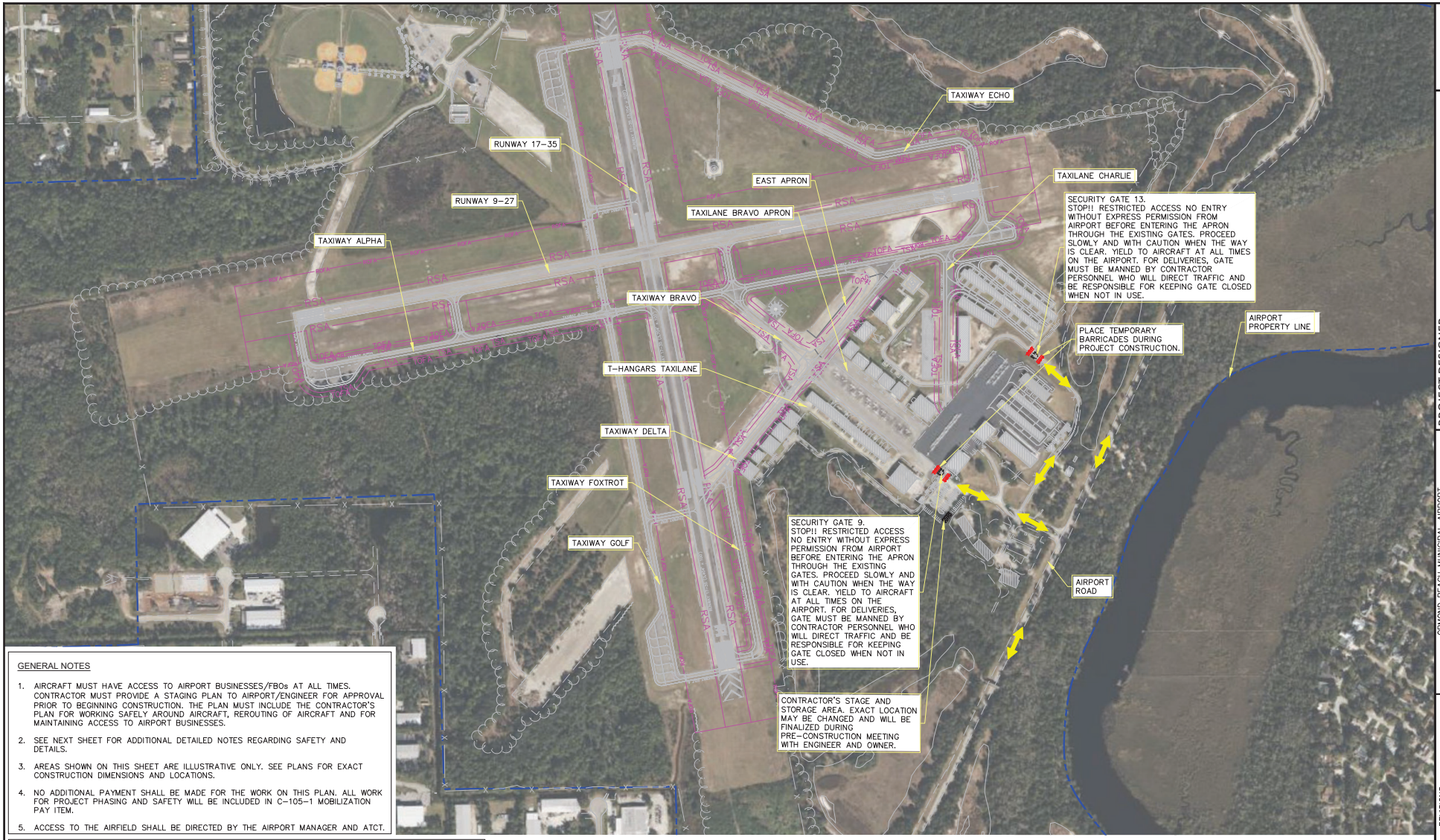

GENERAL NOTES

1. AIRCRAFT MUST HAVE ACCESS TO AIRPORT BUSINESSES/FBOs AT ALL TIMES. CONTRACTOR MUST PROVIDE A STAGING PLAN TO AIRPORT/ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION. THE PLAN MUST INCLUDE THE CONTRACTOR'S PLAN FOR WORKING SAFELY AROUND AIRCRAFT, REROUTING OF AIRCRAFT AND FOR MAINTAINING ACCESS TO AIRPORT BUSINESSES.
2. SEE NEXT SHEET FOR ADDITIONAL DETAILED NOTES REGARDING SAFETY AND DETAILS.
3. AREAS SHOWN ON THIS SHEET ARE ILLUSTRATIVE ONLY. SEE PLANS FOR EXACT CONSTRUCTION DIMENSIONS AND LOCATIONS.
4. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE WORK ON THIS PLAN. ALL WORK FOR PROJECT PHASING AND SAFETY WILL BE INCLUDED IN C–105–1 MOBILIZATION PAY ITEM.
5. ACCESS TO THE AIRFIELD SHALL BE DIRECTED BY THE AIRPORT MANAGER AND ATCT.

GENERAL LEGEND

- EXISTING GATE
- 8' BARRICADE(S) IN LINE, SEE DETAIL.
- CONTRACTOR'S HAUL ROUTE
- CONTRACTOR'S STAGE & STORAGE AREA
- PROPERTY LINE
- FENCE LINE
- RSA — RUNWAY SAFERY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA

N

0 250 500 1000 FEET

1"=250'

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DESIGNED BY: ISAL
DRAWN BY: RSCA
CHECKED BY: KAM
DATE: MAY, 2025

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

GENERAL SAFETY AND PHASING PLAN

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

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PROJ. No.: 24.088701.03

DRAWING NO.
G1.3

SHEET 3 OF 7

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AIRPORT BUSINESS TO REMAIN OPEN

THE CONTRACTOR SHALL COORDINATE ANY WORK EFFORTS THAT WOULD IMPEDE AIRCRAFT ACCESS TO AIRPORT FACILITIES WITH THE AIRPORT OWNER/COUNTY REPRESENTATIVE AND THE ENGINEER IN ORDER TO ASSURE TIMELY COORDINATION WITH TENANTS. THE CONTRACTOR MUST MAINTAIN RADIO CONTACT WITH AIR TRAFFIC AT ALL TIMES BY MONITORING ALL FREQUENCIES.

AS FOLLOWS:

UNICOM:	123.05
ATCT GROUND:	121.625
AWOS:	118.475
CTAF:	119.075 (ACTIVATE AIRFIELD MIRLS, PAPIS, REILS)

GENERAL NOTES

REFERENCES:

FAA ADVISORY CIRCULAR NO. 150/5210-5D, PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT.

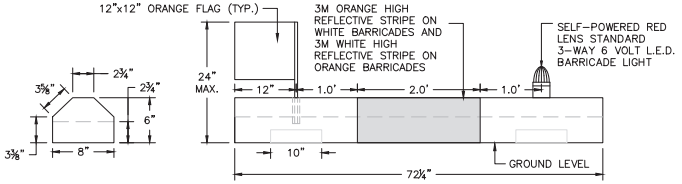
FAA ADVISORY CIRCULAR NO. 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

FEDERAL AVIATION ADMINISTRATION PARTS 77, 139, & 157 (WHEN APPLICABLE)

REFER TO PROJECT CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FOLLOWING DOCUMENTS: VOLUME 1, CONTRACT DOCUMENTS, SUMMARY OF WORK AND PROJECT REQUIREMENTS VOLUME 2, TECHNICAL SPECIFICATIONS

1. ALL AIRCRAFT TRAFFIC ON ACTIVE RUNWAYS, TAXIWAYS, AND APRONS SHALL HAVE PRIORITY AND RIGHT-OF-WAY OVER CONTRACTOR'S TRAFFIC. NO MEN OR EQUIPMENT ARE ALLOWED WITHIN 62' OF AN ACTIVE TAXIWAY CENTERLINE, 250' OF ACTIVE RUNWAY CENTERLINE, OR AS DIRECTED BY THE OWNER.
2. LIGHTED BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR TO DIRECT AIRCRAFT AWAY FROM CONSTRUCTION AREAS, AS SHOWN ON THE PLANS, WORK AREAS AND DETOURS FOR TAXING AIRCRAFT SHALL BE BARRICADED NIGHT AND DAY AS DIRECTED. BARRICADES SHALL BE BRIGHTLY COLORED AND MAX. 24" HIGH. THEY SHALL BE PLACED NOT CLOSER THAN 2' NOR FARTHER THAN 10' FROM ANY PAVEMENT EDGE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
3. BARRICADES SHALL BE SECURED AGAINST WIND AND AIRCRAFT PROP BLASTS BY WEIGHTING OR NAILING INTO PAVEMENT.
4. NONE OF THE CONTRACTOR'S VEHICLES SHALL BE ALLOWED TO CROSS AN ACTIVE RUNWAY EXCEPT AS NOTED AND PROVIDED IN PROJECT CONTRACT DOCUMENTS, REFERENCED FAA ADVISORY CIRCULARS, AND THESE PLANS.
5. CONTRACTOR SHALL MAINTAIN AIRCRAFT ACCESS TO EXISTING BUSINESS AREAS AT ALL TIMES DURING CONSTRUCTION.
6. NO RUNWAY, TAXIWAY, APRON, OR AIRPORT ROADWAY SHALL BE CLOSED WITHOUT WRITTEN APPROVAL FROM THE AIRPORT OWNER WHO WILL THEN FILE THE NECESSARY "NOTICES TO AIRMEN" (NOTAMs) AND/OR ADVISORIES. REQUESTED CLOSINGS SHALL BE DIRECTED TO THE AIRPORT MANAGER. NOTAMs REQUIRE 48 HOURS NOTICE.
7. THE CONTRACTOR SHALL HAVE A POWER SWEEPER ON THE SITE AS NEEDED TO SWEEP PAVEMENTS IN WORK AREAS AND HAUL ROUTES AS DIRECTED BY THE ENGINEER.
8. MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE THE HAUL ROUTE AND CONTRACTOR'S STAGING AREA AT THE AIRPORT. THIS SHOULD PRECLUDE DELIVERY TRUCKS FROM TAKING SHORT CUTS THROUGH THE AIRFIELD AND ENTERING INTO AIRCRAFT OPERATIONS AREAS INADVERTENTLY.
9. AFTER THE JOB IS COMPLETED, THE CONTRACTOR SHALL RESTORE THE MATERIAL STORAGE, EQUIPMENT AREAS, AND ALL DISTURBED AREAS TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
10. STATE AND LOCAL HIGHWAY LOAD LIMITS APPLY ON ALL HAUL ROUTES. ALL HAUL ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL RUNWAYS, TAXIWAYS AND AIRPORT ROADS SWEPT CLEAN OF ANY DEBRIS INTRODUCED BY HIS/HER CONSTRUCTION EQUIPMENT. ANY LIABILITY OR EXPENSES RESULTING FROM FOREIGN OBJECT DAMAGE TO AIRCRAFT FOUND TO BE CAUSED BY THE CONTRACTOR OR HIS SUBS SHALL BE BORNE SOLELY BY THE CONTRACTORS.
12. ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THIS AIRPORT OUTSIDE OF THE DESIGNATED CONSTRUCTION AREA LIMITS OR HAUL ROUTES AS SPECIFIED ON THE PLANS AND IN THE ACTIVE AIRCRAFT OPERATIONAL AREAS (AOA), SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3'x3' OR LARGER ORANGE AND WHITE CHECKERBOARD FLAG WITH EACH CHECKERBOARD COLOR BEING 1' SQUARE. ANY VEHICLE OPERATING IN THE ACTIVE AOA SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME TYPE LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
13. NOT ANTICIPATED FOR THIS PROJECT. ANY CONSTRUCTION ACTIVITY WITHIN 250' OF ACTIVE RUNWAY CENTERLINE OR 62' FROM AN ACTIVE TAXIWAY CENTERLINE OR OPEN EXCAVATIONS IN EXCESS OF 3" DEEP WITHIN THE ABOVE AREAS WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY, OR TAXIWAY, UNLESS OTHERWISE APPROVED BY THE AIRPORT MANAGER. ONLY ONE RUNWAY OR TAXIWAY CAN BE CLOSED AT A TIME AND ONLY AT THE APPROVAL OF THE AIRPORT MANAGER. THE CONTRACTOR MUST NOTIFY THE ENGINEER, OWNER REPRESENTATIVE, AND AIRPORT MANAGER A MINIMUM OF 48 HOURS PRIOR TO CLOSURE OF ANY RUNWAY.
14. NOT ANTICIPATED FOR THIS PROJECT. ALL CONTRACTOR'S VEHICLES THAT ARE REQUIRED TO CROSS ACTIVE RUNWAYS, TAXIWAYS, AND APPROACH RUNWAY PROTECTION ZONES SHALL DO SO UNDER THE DIRECT CONTROL OF A FLAGMAN. THE FLAGMAN SHALL BE TRAINED AND INSTRUCTED BY THE AIRPORT MANAGER AND/OR ENGINEER IN THE REGULATIONS GOVERNING OPERATIONS OF THE AOA AND THE AIRPORT. THE FLAGMAN SHALL BE FURNISHED BY THE CONTRACTOR AND POSSESS A RADIO TUNED TO FREQUENCY 121.625. ALL AIRCRAFT TRAFFIC ON RUNWAYS AND TAXIWAYS SHALL ALWAYS HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. THE CONTRACTOR SHALL APPROACH THE FIELD ENGINEER FOR INSTRUCTION, PRIOR TO VEHICLE ENCROACHMENT.
15. CONTRACTOR'S STAGING AND STOCKPILING AREA FOR EXCESS CONSTRUCTION MATERIAL TO BE USED ONLY DURING CONSTRUCTION OF THIS PROJECT. ALL MATERIAL NOT ACCEPTED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND MUST BE DISPOSED OF FROM THE SITE AT NO ADDITIONAL COST TO THE OWNER UNLESS OTHERWISE APPROVED IN WRITING.
16. NOT ANTICIPATED FOR THIS PROJECT. ANY WORK ASSOCIATED WITH THIS PROJECT THAT IS LOCATED WITHIN 250' OF ACTIVE PORTIONS OF RUNWAY OR WITHIN 62' OF ANY TAXIWAY WILL REQUIRE TEMPORARY CLOSING OF THE ASSOCIATED RUNWAY AND TAXIWAY. SEE THE PROJECT PHASING PLANS FOR MORE DETAILED INSTRUCTIONS ON CONSTRUCTION SEQUENCING AND AIR OPERATIONS AREA (AOA) CLOSURE(S). TEMPORARY LIGHTED BARRICADES SHALL BE CONSTRUCTED AT THE LOCATIONS SHOWN ON THE PHASING PLANS.
17. THE CONTRACTOR WILL BE REQUIRED TO CONSTRUCT AND MAINTAIN THE TEMPORARY HAUL ROUTE TO THE CONTRACTOR STAGE/STORAGE AREA. GRADE & ROUTE AS NECESSARY TO PROVIDE SAFE ACCESS TO THE CONSTRUCTION AREA.
18. THE SITE AND SAFETY PLAN IS PART OF THE CONSTRUCTION CONTRACT WHEN EXECUTED BY ALL CONCERNED PARTIES.
19. ALL MATERIALS, MEN & EQUIPMENT SHALL BE MARSHALED BY THE CONTRACTOR ONTO AIRPORT PROPERTY VIA THE CONTRACTOR'S HAUL ROUTE(S) SHOWN ON THIS PLAN. NO OTHER ENTRANCES ARE APPROVED FOR CONSTRUCTION ACCESS. ONCE THROUGH THE GATE, THE CONTRACTOR SHALL PROVIDE ONE OR MORE PERSONNEL WITH AN AIRPORT RADIO, LIGHTED AND FLAGGED VEHICLE TO ESCORT ALL CONTRACTOR TRAFFIC ACROSS ANY ACTIVE AIRPORT AREAS.
20. CONTRACTOR'S VEHICLE TRAFFIC SHALL BE COORDINATED WITH THE ENGINEER'S REPRESENTATIVE IN THE FIELD AND THE OWNER.
21. THE SITE AND SAFETY PLAN DOES NOT RELINQUISH THE CONTRACTOR FROM ANY RESPONSIBILITY CONCERNING SAFETY ON AIRPORT PROPERTY. ULTIMATE RESPONSIBILITY RESTS UPON THE CONTRACTOR AT ALL TIMES WITH REGARD TO THE CONTRACTOR'S ACTIVITIES, INCLUDING ANY INCIDENTS OR ACCIDENTS FOUND TO RESULT FROM THESE CONSTRUCTION ACTIVITIES.
22. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE WORK SHOWN ON THIS PLAN. ALL WORK FOR PROJECT PHASING AND SAFETY SHALL BE INCLUDED IN OTHER WORK ITEMS.
23. ALL SECURITY/ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
24. CONTRACTOR IS REQUIRED TO HAVE A PERSON ON CALL 24-HOURS A DAY FOR EMERGENCY MAINTENANCE OF AIRPORT LIGHTING AND BARRICADES. CONTRACTOR MUST FILE THE CONTACT PERSON'S NAME WITH AIRPORT OPERATIONS. WHENEVER CONTRACTOR'S EMPLOYEES ARE ON SITE WORKING, THE CONTRACTOR'S SUPERINTENDENT SHALL BE ACCESSIBLE VIA 800MHZ RADIO.
25. CONTRACTOR SHALL PROVIDE AN EMERGENCY NOTIFICATION LIST (24-HOUR CONTACT LIST) WHICH IDENTIFIES THE SUPERINTENDENT AND ALL SUBCONTRACTOR SUPERVISORS/LEADS.



PROFILE
NO SCALE

ELEVATION
NO SCALE

NOTES:
1. BARRICADE CONSTRUCTED OF HIGH IMPACT, UV-RESISTANT POLYETHYLENE AS MANUFACTURED BY NEUBERT AERO CORP. (1-877-NAC-ARPT) OR SIMILAR APPROVED EQUAL.
2. EACH UNIT SHALL INCLUDE RED STANDARD 3-WAY LIGHT, 12" ORANGE FLAG AND 3M HIGH REFLECTIVE ORANGE TAPE.
3. BARRICADES SHALL BE PLACED AS SHOWN ON THESE PLANS OR AS DIRECTED BY THE RESIDENT ENGINEER.
4. SEE TECHNICAL SPECIFICATIONS FOR MANUFACTURER CUT OUT SHEETS.
5. BARRICADES MUST BE FILLED WITH WATER TO PREVENT MOVEMENT ONCE PLACED.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY BARRICADES FOR THE DURATION OF THE PROJECT.
7. BARRICADES SHALL BE SPACED NO MORE THAN 6 FEET APART.
8. ALL BARRICADES SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.

TYPICAL WATER BARRICADE

N.T.S.

ENGINEER'S SEAL

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CHECKED BY: MAM
DRAWN BY: MSA
DESIGNED BY: LSA
DATE: MAY, 2025

PROJECT DESIGNER
HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

GENERAL SAFETY NOTES AND DETAILS

REV. NO.	DATE	DESCRIPTION	BY

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PROJ. No.: 24.088701.03

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G1.4

SHEET 4 OF 7

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FENCING NOTES:

1. PROPOSED GATE LOCATION DEPICTED ON CONSTRUCTION DRAWINGS ARE APPROXIMATE. ALL GATE LOCATION SHALL BE APPROVED BY AIRPORT REPRESENTATIVE PRIOR TO INSTALLATION.
2. ALL REMOVED FENCING MATERIALS TO BE DISPOSED OF OFF-SITE AT THE CONSTRUCTOR'S EXPENSE. AIRPORT HAS FIRST RIGHT OF REFUSAL TO ALL REMOVED MATERIALS.
3. CONSTRUCTOR SHALL RESTORE ALL EXISTING FENCING TO EXISTING CONDITION OR BETTER AT HIS/HER OWN EXPENSE.
4. ALL EXISTING GATE SIGNS SHALL BE REMOVED WITH CARE AND PRESERVED FOR REUSE. REINSTALL THE SIGNS ON THE NEW GATES. INCIDENTAL TO GATE INSTALLATION PAY ITEMS. SEE SHEET FE 2.2 FOR MORE DETAILS.

N

0 40 100 200 FEET

1"=40'

REMOVE AND DISPOSE OF EXISTING CANTILEVER ELECTRIC SLIDE GATE (PAID FOR UNDER GENERAL DEMOLITION) AND CONSTRUCT FDOT CANTILEVER SLIDE GATE, NEW 6' HIGH WITH 3-STRAND BARBED WIRE, 26' WIDE GATE OPENING 10+3' (1) WITH HYSECURITY GATE OPERATOR SLIDE DRIVER MODEL 222 SS ST OR APPROVED EQUAL. GATE OPENS IN DIRECTION SHOWN. INSTALL FREE EXIT LOOP, REVERSE LOOP, AND GATE EDGE SENSOR. GATE OPERATOR MUST BE MOUNTED ON CONCRETE PAD PER MANUFACTURER SPECIFICATIONS. TYPICAL 26"L X 28"W X 30" DEEP @ 3500 PSI. MAX 3" CLEARANCE BETWEEN THE GATE'S BOTTOM RAIL AND THE FINISHED GRADE WILL BE ALLOWED.

TIE INTO EXISTING FENCING. INCIDENTAL TO THE GATE INSTALLATION PAY ITEM. TYPICAL, BOTH SIDES.

REMOVE EXISTING CARD READER PEDESTAL AND BOLLARDS (PAID FOR UNDER GENERAL DEMOLITION) AND CONSTRUCT DOORKING CARD READER PEDESTAL ON CONCRETE PAD. ACCESS CONTROL SYSTEM MUST BE COMPLETE STAND ALONE DKS 1520-0080 WITH AWID 26 BIT PROXIMITY CARD READER TO MATCH EXISTING SYSTEM. INCLUDE 100 CLAM SHELL AWID PROXIMITY CARDS, CONSTRUCT FOUR (4) NEW 6" DIAMETER CONCRETE BOLLARDS, ONE ON EACH SIDE OF THE CARD READER. SEE SHEET F2.2 FOR DETAILS. BOLLARDS INCIDENTAL TO GATE INSTALLATION PAY ITEM.

PHOTO 1: EXISTING GATE 9

PHOTO 2: EXISTING GATE 13

TIE INTO EXISTING FENCING. INCIDENTAL TO THE GATE INSTALLATION PAY ITEM. TYPICAL, BOTH SIDES.

REMOVE AND DISPOSE OF EXISTING CANTILEVER ELECTRIC SLIDE GATE (PAID FOR UNDER GENERAL DEMOLITION) AND CONSTRUCT FDOT CANTILEVER SLIDE GATE, NEW 6' HIGH WITH 3-STRAND BARBED WIRE, 21' WIDE GATE OPENING 10+3' (1) WITH HYSECURITY GATE OPERATOR SLIDE DRIVER MODEL 222 SS ST OR APPROVED EQUAL. GATE OPENS IN DIRECTION SHOWN. INSTALL FREE EXIT LOOP, REVERSE LOOP, AND GATE EDGE SENSOR. GATE OPERATOR MUST BE MOUNTED ON CONCRETE PAD PER MANUFACTURER SPECIFICATIONS. TYPICAL 26"L X 28"W X 30" DEEP @ 3500 PSI. MAX 3" CLEARANCE BETWEEN THE GATE'S BOTTOM RAIL AND THE FINISHED GRADE WILL BE ALLOWED.

REMOVE EXISTING CARD READER PEDESTAL AND BOLLARDS (PAID FOR UNDER GENERAL DEMOLITION) AND CONSTRUCT DOORKING CARD READER PEDESTAL ON CONCRETE PAD. ACCESS CONTROL SYSTEM MUST BE COMPLETE STAND ALONE DKS 1520-0080 WITH AWID 26 BIT PROXIMITY CARD READER TO MATCH EXISTING SYSTEM. INCLUDE 100 CLAM SHELL AWID PROXIMITY CARDS, CONSTRUCT TWO (2) NEW 6" DIAMETER CONCRETE BOLLARDS, ONE ON EACH SIDE OF THE CARD READER. SEE SHEET F2.2 FOR DETAILS. BOLLARDS INCIDENTAL TO GATE INSTALLATION PAY ITEM.

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CHECKED BY: MJM
DRAWN BY: MSA
DESIGNED BY: ISA
DATE: MAY, 2025

PROJECT DESIGNER HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

FENCING PLAN

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

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PROJ. No.: 24.088701.03

DRAWING NO.
FE1.1

SHEET 5 OF 7

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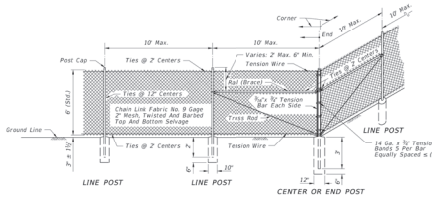
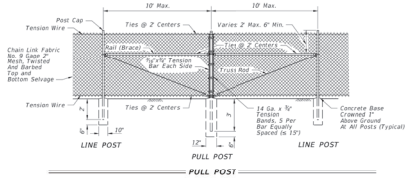
GENERAL NOTES:

1. This fence to be used generally in urban areas.
2. For supplemental information refer to Specification 550.
3. Chain link fabric, post, truss rods, tension wires, tie wires, stretcher bars, gates and all miscellaneous fittings and hardware shall meet the requirements of AASHTO and ASTM signify current reference.
4. Fence Component Options:
   A. Line post options:
      (1) Galvanized steel pipe, Schedule 40- 1½" nominal dia. zinc galvanized at the rate of 1.8 oz./ft²; ASTM A53 Table 2 (Grade A or B), ASTM F1083, and AASHTO M111.
      (2) Aluminum coated steel pipe; ASTM A53, Table 2 (Grade A or B); Schedule 40- 1½" nominal dia., 1.90" OD; coated at the rate 0.40 oz./ft²; AASHTO M111.
      (3) Aluminum alloy pipe- 2" nominal dia.; ASTM B241 or B221, Alloy 6063, T6.
      (4) Steel H-Beam- 1⅝"x 1⅝"; Zinc Galv. 1.8 oz./ft²; AASHTO M111 and Detail.
      (5) Aluminum alloy H-Beam- 1⅝"X 1⅝" Detail.
      (6) Steel C- 1⅝"X 1⅝"; Galv.; 1.8 oz/ft²; zinc; AASHTO M111; OR , 0.9 oz./ft²; zinc-5% aluminum-mischmetal; ASTM F1043 and Detail.
      (7) Resistance welded steel pipe; 50,000 psi min. yield strength ASTM A569/A569M, A651/A653M or undegraded stock of discontinued A446/A446M base materials; ASTM F669 Group II (Alternative Design) fence industry 2" OD, 1⅞" NPS, 1.900" dec. equiv., 0.120" min. wall thick; and min. wt. 2.28 lb./ft.; with ASTM F1043 metric equivalent internal coating Types A, B, C or D and external coating Types A, B, or C; the chromate conversion coating of external Type B shall have a thickness of 15µg/in². min. and the polymer film topcoat shall have a thickness of 0.0003" min.; internal and external coatings are not restricted to the combinations of Table 2, ASTM F1043.
   B. Corner, end, and pull post options:
      (1) Galvanized steel pipe, Schedule 40- 2" nominal dia. zinc galvanized at the rate of 1.8 oz./ft²; ASTM A53 Table 1 2, ASTM F1083, and AASHTO M111.
      (2) Aluminum coated steel pipe; ASTM A53 steel, X 2 Tables: Schedule 40; 2" nominal dia., 2.375" OD; coated at the rate 0.40 oz./ft²; AASHTO M111.
      (3) Aluminum alloy pipe- 2½" nominal dia.; ASTM B241 or B221, Alloy 6063,T6.
      (4) Resistance welded steel pipe; 50,000 psi min. yield strength ASTM A569/A569M, A651/A653M or undegraded stock of discontinued A446/A446M base materials; ASTM F669 Group II (Alternative Design) fence industry 2½" OD, 2" NPS, 2.375" dec. equiv., 0.130 min. wall thick; and min. wt. 3.12lb./ft.; with ASTM F1043 metric equivalent internal coating Types A, B, C or D and external coating Types A, B, or C; the chromate conversion coating of external Type B shall have a thickness of 15µg/in². min. and the polymer film topcoat shall have a thickness of 0.0003" min.; internal and external coatings are not restricted to the combinations of Table 2, ASTM F1043.
   C. Rail options:
      (1) Galvanized steel pipe, Schedule 40- 1¼#" nominal dia. zinc galvanized at the rate of 1.8 oz./ft²; ASTM A53 Table 1 2, ASTM F1083, and AASHTO M111.
      (2) Aluminum coated steel pipe; ASTM A53 steel, X 2 Tables Schedule 40; 1¼#" nominal dia., 1.660" OD; coated at the rate 0.40 oz./ft²; AASHTO M111.
      (3) Aluminum alloy pipe- 1¼#" nominal dia.; ASTM B241 or B221, Alloy 6063, T6.
      (4) Resistance welded steel pipe; 50,000 psi min. yield strength ASTM A569/A569M, A651/A653M or undegraded stock of discontinued A446/A446M base materials; ASTM F669 Group II (Alternative Design) fence industry 1¼#" OD, 1¼#" NPS, 1.660" dec. equiv., 0.111" min. wall thick, and min. wt. 1.836 lb./ft.; with ASTM F1043 metric equivalent internal coating Types A, B, C or D and external coating Types A, B, or C; the chromate conversion coating of external Type B shall have a thickness of 15µg/in². min. and the polymer film topcoat shall have a thickness of 0.0003" min.; internal and external coatings are not restricted to the combinations in Table 2, ASTM F1043.
   D. Chain link fabric options (2" mesh with twisted and barbed selvage top and bottom for al options except as described in Note 10):
      (1) AASHTO M181 Type I – Zinc Coated Steel, No. 9 gage (coated wire diameter), coated at the rate of 1.8 oz./ft²; (M181 Class D 2.0 oz./ft²; modified to 1.8 oz./ft².)
      (2) AASHTO M181 Type II –Aluminum Coated Steel, No. 9 gage (coated wire diameter), coated at the rate of 0.40 oz./ft².
      (3) AASHTO M181 Type IV- Polyvinyl Chloride (PVC) Coated Steel, No. 9 gage (coated core wire diameter), core wire-zinc coated steel. PVC coating: M181 Class A (either extruded or extruded and bonded) or Class B (bonded). See table right. Unless the plans call for M181 standard black, the coating color shall be black the coating color shall be soft gray matching that of no. 36622 of Federal Standard 595a.
   E. Tension wire options:
      (1) Steel wire No. 7 gage zinc galvanized at the rate of 1.2 oz./ft²; AASHTO M181.
      (2) Aluminum alloy wire with a diameter of 0.1875" or larger conforming to the requirements of ASTM B211, Alloy 5056 Temper H38, or, Alclad Alloy 5056 Temper H192.
      (3) Aluminum coated steel wire No.7 gage coated at the rate of 0.060 oz./ft², AASHTO M181.
   F. Tie wire and hog ring options:
      (1) Steel wire No.9 gage zinc galvanized at the rate of 1.2 oz./ft².
      (2) Aluminum alloy wire with a diameter of 0.1443" or larger conforming to the requirements of ASTM B211, Alloy 5056 Temper H38, or, Alclad Alloy 5056 Temper H192.
      (3) Aluminum coated steel wire No. 7 gage coated at the rate of 0.040 oz./ft².



CORNER OR END POST
NOTE: Tubular Post Illustrated



PULL POST
NOTE: Tubular Post Illustrated

GENERAL NOTES CONTINUED

5. Unless a specific material is called for in the plans the Contractor may elect to use either a single type of material or a combination of material types from the component options listed in note 4. Combinations of optional materials are restricted as follows:
   (a) Only one fabric optional material will be permitted between corner and/or end post assemblies.
   (b) Only one line post optional material will be permitted between corner and/or end post assemblies.
   (c) Pull post assemblies shall be optional materials identical to either the line post optional material or the corner and end post assembly optional material, but, pull post assemblies shall be the same optional material between any set of corner and/or end post assemblies.
6. Concrete for bases shall be Class NS concrete as specified in Specification 347 or a packaged, dry material meeting the requirements of a concrete under ASTM C-387. Materials for Class NS concrete may be proportioned by volume and/or by weight.
7. Line post shall be 8'-6" long (Standard). Line post are to be set in concrete as described above or by Sliding Fence Gate.
   (a) In accordance with special details and/or as specifically described in the Contract Plans and Specifications.
   (b) In accordance with ASTM F567 Subsections 5.4 through 5.10 as approved by the Engineer. Line post installed in accordance with Section 5.8 shall be 9'-6" long.
   (c) Post mounted on concrete structure or solid rock shall be mounted in accordance with the base plate detail "Fence Mounting On Concrete Endwalls And Retaining Wall", Sheet 3; or, by embedment in accordance with ASTM F567 Subsection 5.5.

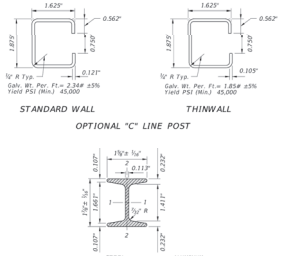
   End, pull and corner post assemblies shall be in concrete as detailed above for all soil conditions other than solid rock. Post within assemblies that are located on concrete structures or solid rock shall be set by base plate or by embedment as prescribed under (a) above for line post.

   Line and assembly posts for 6' fence which must be lengthened due to a variation in the normal ground clearance, shall be set an additional 3" in depth for each 1' of additional ground clearance.
8. Pull post shall be used at breaks in vertical grades of 15° or more, or at approximately 350' centers except that this maximum interval may be reduced by the Engineer on curves where the curve is greater than 3°.
9. Corner post are to be installed at all horizontal breaks in fence at 15° or moe and as required at vertical breaks 15° as determined by the Engineer.
10. When fence has an installed top of fabric height less than 6' knuckled top an bottom selvages shall be used unless the plans specifically identify locations for twisted ends of fabrics.
11. Unless sliding gates or special gates are called for in the plans, all gates shall be chain link swing gates meeting the material requirements described and as approved by the Engineer. Payment shall include the gates, single or double, all necessary hardware for installation and any additional length and/or size for posts at the opening. Gates shall be paid for under the contract unit price for Fence Gates, EA.
12. For construction purposes corner post assemblies shall consist of one corner post, two braces, two truss rods, and all necessary fittings and hardware as detailed. End post assemblies shall consist of one end post, one brace, one truss rod and all necessary fittings and hardware as detailed.
13. In areas where there are physical constraints outside the right-of-way which restricts the fence construction, the fabric may be installed on the inside of the posts.

TYPE IV VIN'L COATED FABRIC								
AASHTO M181 Table 4 Redefined As Follows								
Specified Diameter Of Metallic Coated Core Wire		Minimum Weight Of Zinc Coating		PVC Thickness Range				
				M181 Class A (Extruded Or Extruded And Bonded Coating)		M181 Class B (Bonded Coating)		
in.	mm	gage	oz./ft²	g/m²	in.	mm	in.	mm
0.148	3.77	9	0.30	92	0.015 to 0.025	0.38 to 0.64	0.006 to 0.010	0.15 to 0.25

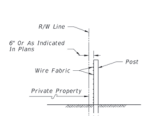
DESIGN NOTE

This index details fencing that is conctructed with chain link fabric 6' (nominal) in height and with specific ground clearance.
For fencing of different height or insallation details, the fence shall be fully detailed in the Contract plans.

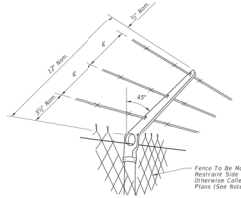


OPTIONAL "C" LINE POST

OPTIONAL 1⅝"x 1⅝" H-BEAM LINE POST

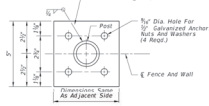


FENCE POSITION AT LOCATIONS WITHOUT FRONTAGE ROADS
(REFER TO DETAIL PLANS FOR FENCE POSITION AT LOCATIONS WITH FRONTAGE ROADS)

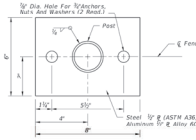


NOTES

Attachments o be used only when called for in the plans. Attachments o extend in direction of restraint. Unless otherwise called for, in plans, direction of restraint will be as follows:
(a.) Outward on limited access right of way line.
(b.) Outward on controlled access right of way line.
(c.) Outward on Frontage Roads or Secondary Facilities located within highway right of way.
(d.) Outward from lateral ditches, outfalls, retention basins, canals, borrow areas and similar support facilities.
(e.) Inward on pedestrian ways.
The cap-arm shall be designed to provide a drive fit over the top of posts and to exclude moisture in posts with tubular sections.



TOP VIEW
FOUR ANCHOR PLATE OPTION

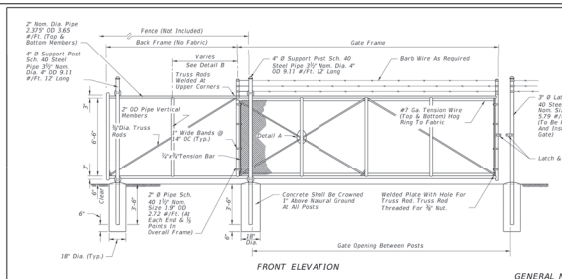


TOP VIEW
TWO ANCHOR PLATE OPTION

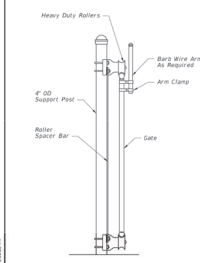
FENCE MOUNTING ON CONCRETE ENDWALL AND RETAINING WALLS

BARB WIRE ATTACHMENT

BASE PLATE AND ANCHOR NOTES:
1. Base plae identical for line, pull, end and corner posts and shall be considered an integral part of the respective posts for basis of payment.
2. Post to te plumbed by grout shim under base plate.
3. Anchors Galvanized Steel):
   12" Cast In Place, 105° Embedment:
   Hadded Bolts, U-Bolts or Cluster Plates.
   8" Adhesive Anchors, 6" Min. Embedment.*
   *Adhesive anchors shall be headless anchor bolts set in drilled holes with an Adhesive Material System in accordance with Specifications 416 and 937; drilled holes shall be ⅛" larger than the diameter of the anchor bolt.
   Expansion Bolts Not Permitted.

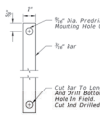


FRONT ELEVATION



SUPPORT POST DETAIL

GATE OPENING	GATE FRAME	BACK FRAME
12'	12'-3"	6'
16'	16'-3"	8'
20'	20'-3"	10'
24'	24'-3"	12'



ROLLER SPACER BAR

GENERAL NOTES:

1. Extruded, rolled or formed components that provide equal strength and stability may be used in lieu of the pipe components shown; and, internal rollers may be used in lieu of the external roller units shown.

   Gate components shall meet or exceed the protective coatings specified on Index 550-002.
2. Steel gate frame shall be fabricated prior to galvanizing, except that truss rods may be fabricated following frame galvanizing provided surfaces damaged during welding are galvanized in accordance with Section 24 of 'AASHTO M36; or, Fabricated from pipe components with protective coating meeting the requirements of Index 550-002 and are composed of welding (cow burn sacks), and a protective coating applied to the weld and damaged pipe surfaces that is equivalent to the protective coating of the fabricated pipe stock.
3. All fabric shall be knuckled top and bottom selvages.
4. Concrete for bases shall be either Class NS concrete in accordance with Specification 347 or a packaged, dry material meeting the requirements of a concrete under ASTM C-387. Materials for Class NS concrete may be proportioned by volume and/or by weight.
5. Cost of all gate components shall be includes in the contract unit price for Sliding Fence Gate (Cantilever), EA.

DETAIL B

ENGINEER'S SEAL

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com
Hoyle Tanner & Associates © 2024

PROJECT DESIGNER: HOYLE TANNER

DESIGNED BY: ISAL | DRAWN BY: ABSOL | CHECKED BY: MAM

DATE: MAY, 2025

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

FENCING DETAILS

REVISIONS		
REV. NO.	DATE	DESCRIPTION

BY:

DO NOT SCALE DRAWING

PROJ. No.: 24.088701.03

DRAWING NO.
FE2.1

SHEET 6 OF 7

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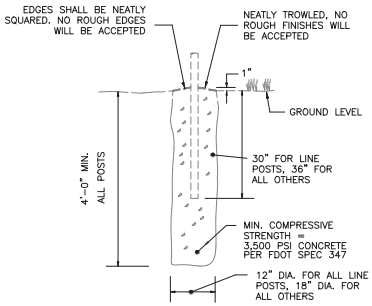
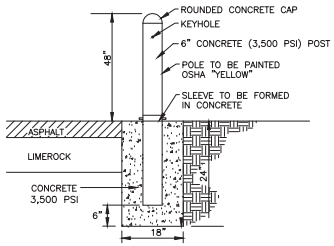


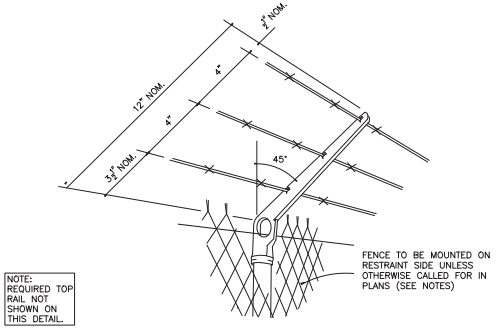
POST SETTING DETAIL

N.T.S.



REMOVABLE/LOCKABLE CONCRETE BOLLARD DETAIL

N.T.S.



NOTES

ATTACHMENTS TO BE USED ONLY WHEN CALLED FOR IN THE PLANS.
ATTACHMENTS TO EXTEND IN DIRECTION OF RESTRAINT. UNLESS OTHERWISE CALLED FOR IN PLANS, DIRECTION OF RESTRAINT WILL BE AS FOLLOWS:

(A.) OUTWARD ON LIMITED ACCESS RIGHT OF WAY LINE.
(B.) OUTWARD ON CONTROLLED ACCESS RIGHT OF WAY LINE.
(C.) OUTWARD FROM UTILITIES AND HAZARDOUS FACILITIES LOCATED WITHIN HIGHWAY RIGHT OF WAY.
(D.) OUTWARD FROM LATERAL DITCHES, OUTFALLS, RETENTION BASINS, CANALS, BORROW AREAS AND SIMILAR SUPPORT FACILITIES.
(E.) INWARD ON PEDESTRIAN WAYS.

THE CAP-ARM SHALL BE DESIGNED TO PROVIDE A DRIVE FIT OVER THE TOP OF POSTS AND TO EXCLUDE MOISTURE IN POSTS WITH TUBULAR SECTIONS.

ATTACHMENTS TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR FENCING, TYPE B (WITH BARB WIRE ATTACHMENT) LF.

BARB WIRE ATTACHMENT

N.T.S.

NOTES:

ALL EXISTING GATE SIGNS SHALL BE REMOVED WITH CARE AND PRESERVED FOR REUSE. REINSTALL THE SIGNS ON THE NEW GATES. INCIDENTAL TO GATE INSTALLATION PAY ITEMS.

PHOTO 1: GATE 9 SIGNS

PHOTO 2: GATE 13 SIGNS

ENGINEER'S SEAL

PROJECT DESIGNER

HOYLE TANNER

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com
Hoyle Tanner & Associates © 2024

DESIGNED BY: ISA
DRAWN BY: MSA
CHECKED BY: KAM
DATE: MAY, 2025

ORMOND BEACH MUNICIPAL AIRPORT
SECURITY GATES REPLACEMENT

FENCING DETAILS

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

DO NOT SCALE DRAWING

PROJ. No.: 24.088701.03

DRAWING NO.

FE2.2

SHEET 7 OF 7

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City of Ormond Beach Solicitation Approval Form

Written Approval must be obtained prior to advertisement.

Type of Solicitation (select one)

- (●) BID
- ( ) RFP
- ( ) RFQ
- ( ) Quotation Request

Project Title Airport Security Gate Project

Project Number 2025-49

Adopted Budget $2,762,500 (FY25/26) Portion of Airport Security Perimeter fence being accelerated. KM

Cost Estimate (if any) $124,600

CC Disposition Date (required $75k +) June 3, 2025

Advertisement Date June 8, 2025

Pre-submittal meeting (if any) June 23, 2025

Opening Date July 8, 2025

Comments

Approved by (Project Manager)

Date

Steven R. Lichliter — Digitally signed by Steven R Lichliter Date: 2025.04.29 08:29:23 -04'00'

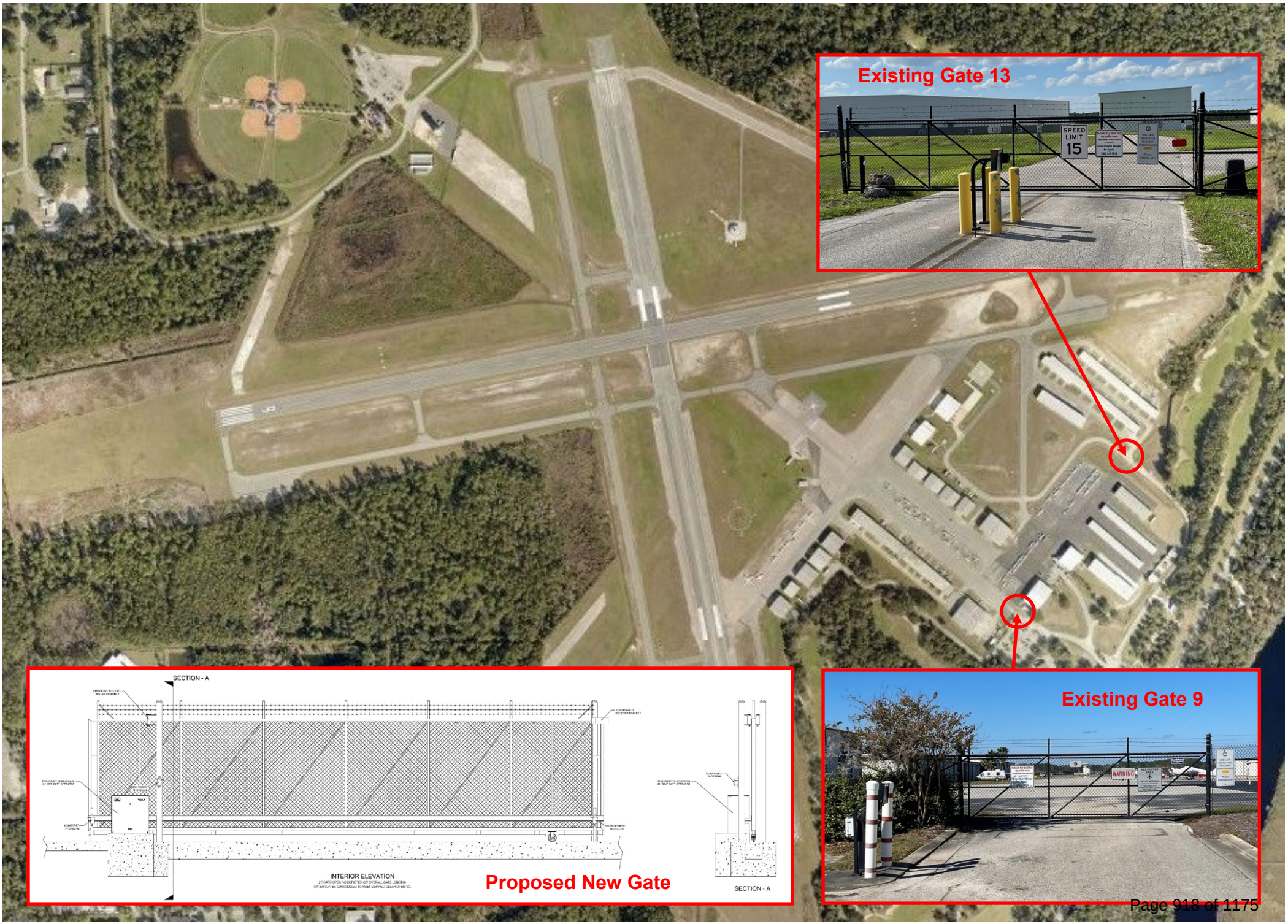
Approved by (Department/Division Head)

Date

Approved by (Finance Director)

Date

Solicitation Approval Form 2/7/25


Existing Gate 13
SPEED LIMIT 15
SECTION - A
INTERIOR ELEVATION
Proposed New Gate
SECTION - A
Existing Gate 9
WARNING

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Intent to Bid - Pressure Main Cleaning Services		
Summary:	This item provides notice of the City's intent to issue an invitation to bid for Pressure Main Cleaning Services, Bid No. 2025-39. The work primarily consists of utilizing poly pig pipe cleaning procedures to safely and effectively clean and restore capacity to pressure utility pipes in the City's service area. Under normal operating conditions, utility pipes have the capability of developing a microorganism biofilm on the interior of the pipe walls. This is predominately found in force main systems. Additionally, utility pipes can accumulate solids, sands, or other debris over time. As a result, the overall hydraulic capacity of the utility pipe systems can decrease over time. To counteract this decrease in capacity, the City hires an outside contractor to professionally clean the interior of pipes by use of a poly pig system. The City's current pressure main cleaning services contract, Resolution 2020-143, is set to expire on October 6, 2025 Therefore, the City intends to advertise bids with the intent of establishing a new contract.		
Financial Impact:	The current contract, Resolution 2020-143, established a bid price of approximately $116,000 per year for cleaning services; it is anticipated that this will allow for approximately 25,000 - 27,000 l.f. of pipe cleaning each year. This work is currently paid for under the Utility Departments 401 Operating account.		
Citizen Impact:	Scheduling and performing maintenance activities on the existing utility infrastructure improves the reliability of the existing system and decreases the potential for downtime the City's customers may experience.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise the pressure main cleaning services for bids, unless otherwise directed by the City Commission.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. BID 2025-39 Pressure Main Cleaning Services
Approval:	Kelly McGuire, Finance Director 5/23/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/27/2025 Joyce Shanahan, City Manager 5/29/2025

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: Pressure Main Cleaning Services

Bid Number: 2025-39

Bid Opening Date & Time: 7/10/2025 @ 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: _____

_____

Bidder's Mailing Address: _____

_____

City, State, Zip Code: _____

F.E.I.N: _____

Phone Number: _____

Email: _____

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

_____
NAME

_____
TITLE

_____
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.

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.

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: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

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.

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 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

Pressure Main Cleaning Services

BID 2025-39

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

Pressure Main Cleaning Services

BID 2025-39

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

DATE

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

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 _____. I am over the age of Twenty-one years old. I am the _____ of_____, a non- governmental entity which does
(Title) (Business Name)
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.

Further Affiant sayeth not.

Date: _____, 20___ Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [__] physical presence or [__] online notarization on the ____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of _____
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name:_____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____Fax Number: _____

Owner's Name: _____Signature: _____

Sworn to before me this _____day of _____

Notary Public for the State of _____My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an <u>eligible</u> 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:** _____

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 form 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 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

City of Ormond Beach

Pressure Main Cleaning Services

Bid 2025-39

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 101
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: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach

Pressure Main Cleaning Services

Bid 2025-39

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 101
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 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 **three (3) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

1. GENERAL

The City of Ormond Beach Public Works Department is seeking bids to provide poly pig pipe cleaning procedures to safely and effectively clean and restore to maximum flow capacity, pressure piping systems whose contents or inline operating conditions impair functioning by reducing their volume capacity, laminar flow characteristics or negatively impact the quality of the flows transported through them. Pressure piping includes sanitary sewer force mains, raw water, potable water and reclaimed water mains.

The materials to be removed in these systems are known to be, but are not limited to:

a. "Foreign" materials including solids and construction debris
b. Scale, chemical and carbon deposits
c. Iron tuberculation and calcium deposits in many forms and degrees of attachment and hardness
d. Sand, sludge, silt, grit, slime, shell and bentonite
e. Organic residue and rags commonly found in sanitary sewer force mains.

The types of piping in service in the City of Ormond Beach include ductile and cast iron, HDPE and PVC.

2. Location of Project

The Project is located in the sewer and service areas of the City of Ormond Beach and is to be situated on the City-owned property, roadway public right-of-ways and easements. Water, wastewater and reclaimed water service area maps are identified in Attachment B.

Maps showing the pressure main route, location of closest water source, if any, retrieval point and any other required information about the pressure mains shall be provided for each request for service. Should no hydrant or other water source be available, the City of Ormond Beach will provide tanker trucks. The City of Ormond Beach will assist to minimize flows and perform lift station bypassing as required.

3. Project Requirements

Provide all supervision, labor, tools, transportation, material and equipment necessary to clean the pressure pipeline or force main, using poly pigs and an approved poly pig procedure. Install all items required, including the poly pig launching and retrieval devices as required in this specification and the furnishing of poly pig swabs and poly pigs.

It will be the Contractor's responsibility to install the equipment, disassemble the equipment and clean up and store materials at the direction of the Engineer. No excavations should be required for normal pigging operations. Should a failure occur on the subject line, which is not the fault of the Contractor, the City of Ormond Beach will do the needed excavation, repairs and restoration. Should the Contractor due to negligence cause such failure, the Contractor will be responsible for excavation, repairs and restoration.

4. Contract Assignment

The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Ormond Beach. No assignment of the Contract will be allowed.

5. Safety Code Requirements

The Contractor shall at all times during pipe pigging operations conform to Occupational Safety and health Administration (OSHA) or other safety code standards or requirements. The Contractor shall conform to traffic control requirements of the State of Florida Department of Transportation at all sites within roadway right of ways.

6. Order & Time of Work

The City of Ormond Beach reserves the right to establish the specific order in which the work is to be completed. All cleaning and pigging shall be performed during daylight hours between 7:00 a.m. and 7:00 p.m. on Monday through Friday. No work shall be performed after hours or on holidays or weekends unless approved by the City. Non emergency work shall be completed within 30 days after the Notice to Proceed is issued. Emergency work shall commence within 48 hours after notification.

7. Bidder Minimum Qualifications

A. The materials and work specified herein shall be furnished and performed by firms that are fully experienced, reputable, and qualified in the performance and use of the specified items. The materials specified shall be constructed and installed in accordance with the best practice and methods.

B. The work will be awarded to a Contractor who has the following qualifications.

1. Current and active license by the State of Florida as an Underground Utility Contractor.
2. All Project personnel shall be in compliance with Florida Law, Chapter 287.087 and the Florida Worker's Compensation Standard, Drug-Free Workplace Program.
3. Supervisory personnel shall have a minimum of five years experience in the cleaning and rehabilitation of pressure mains. Experience in other types of cleaning in non pressured piping systems will not qualify. Supervisory personnel should be able to conclusively demonstrate to the satisfaction of the City that they are thoroughly familiar and trained in the procedures, means and methods for the safe and responsible cleaning and

restoration of maximum flow capacity of pressure mains. An experienced supervisor shall provide a list of Projects performed within the last five years, comparable in size and scope to the work herein proposed, that he has personally supervised. This list shall include the names of the Project, size and length of the force main or pipeline cleaned, the dates this work was performed and names/phone numbers of Project personnel for confirmation purposes.

8. Contractor Responsibilities

A. **Supervision** – There shall be on-site at all times during the work, one superintendent with a minimum of five years supervisory experience to survey, lay out and supervise the construction of the work under this Contract.

B. **Proposed Method of Work** – The method of cleaning shall be by use of Knapp poly pigs or equal. The Contractor shall furnish polyurethane pipe cleaning pigs of the appropriate diameter and covering material for use in the pipe system to be cleaned.

C. **Cleaning** – The cleaning shall restore the original flow characteristics of originally installed pipe without over abrading or over cleaning the interior walls of the pipe.

D. **Equipment** – the Contractor shall furnish pig-launching equipment, which will minimize the City's need to provide for additional valves, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system.

The Contractor shall maintain on site for the duration of the Project, and have available for immediate use, an electronic poly pig detector, with the appropriately sized cavity poly pig, for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage and to find "lost" valves and other disparities within the system.

The Contractor shall also have available truck mounted pumps or other equivalent devices necessary to increase the line pressure to free the pig if it becomes stuck in the line.

E. **Testing** – The Contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types, densities and numbers of pigs and/or swabs to be used, to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation. Effectiveness of cleaning is verified by the change in pressures before and after the cleaning takes place, the amount of material visibly removed with each pass of the pig and the time it takes for the pig to reach the retrieval site.

F. **Communication** – The Contractor shall provide radio communication and job site transportation between launching and retrieval points.

G. **Report upon Completion** – The Contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning process about the system or to confirm existing information.

H. **Work Area** – the Contractor shall insure prior coordination with the City to contain/direct the effluent flow from the affected system in order to avoid spills or overflow at the pig launching and retrieval locations. The removal and disposal of sediment from the retrieval site shall be performed by the City.

I. **Setting Contractor Equipment** – The Contractor shall provide all equipment to hoist, move or set their equipment on site.

J. Contractor shall notify the City of Ormond Beach, Public Works Department, Utilities Division at (386) 676-3245 when flushing into the sewer collection system because of increased fluid demand on pump stations.

9. Submittals – Post After Award

A. In accordance with the General Conditions and as specified herein, Contractor shall provide a detailed plan outlining the following:

1. Written contingency plans for dealing with in-line problems, i.e., blockages, "lost" pigs and system integrity problems, i.e., breaks, leaks, piping or fitting failures, are required to be submitted to, and approved by the Project Manager before initiating the work.

2. The contingency plan will include means and methods for identifying and measuring changes or improvements to the flow characteristics of the force mains during and upon completion of their cleaning and restoration to the maximum flow capacity.

10. Products

POLY PIGS

A. Poly pigs shall be constructed of blown elastomeric polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned. Poly pig configuration shall consist of a parabolic nose and a concave base, and it shall be coated with resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall or approved equal. Poly pig characteristics shall include the ability to navigate through ninety degree and one hundred and eighty degree turns, bi-directional fittings, plug valves and full port gate valves and comparable in-line appurtenances, reduce its cross sectional area and restore itself to its original design configuration, be propelled by applications of hydraulic and pneumatic pressure while maintaining its primary function as an internal cleaning device of conduits. When effectively and properly applied the poly pig shall clean and restore piping systems of all sizes, types, uses, and lengths to their design or maximum flow capacity.

Furnish poly pigs in sufficient numbers and sizes, of appropriate densities, coatings and configurations as manufactured by Knapp Poly Pigs of Houston, Texas or an approved equal.

Provide pig signal devices as required. These devices shall be those as manufactured by Maloney Pipeline Products, Houston, Texas or an approved equal.

11. Execution

A. Contractor will co-ordinate with the Collection System Supervisor to establish the cleaning procedure including the provision of:

1. Selection of starting and ending points for the cleaning process.

2. Evaluation of total volume of fluids to be used and the disposal and sources(s) of these fluids.

3. Mechanical or piping adaptation to the existing piping configuration.

4. Coordination and scheduling of the cleaning process to include selection of the distances and sizes of the piping to be cleaned as one procedure.

5. Immediately recommend alternative procedures to be applied if the cleaning of the system requires such remedial action.

B. Equipment shall be installed in accordance with manufacturer's recommendations.

C. Initial selection of the cleaning pigs shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system.

12. Traffic Control & Maintenance of Traffic (MOT)

A. The Contractor shall be responsible for preparing and implementing the MOT on public roadways in accordance with published regulations (i.e., Manual or Uniform Traffic Control Devices, M.U.T.C.D., Florida Department of Transportation (FDOT) Roadway and Bridge Standard Index) requirements. The Contractor shall apply for the MOT permit and abide by all applicable laws, regulations and codes thereof pertaining to MOT on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.

B. Implementing the MOT on public streets includes detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the City of Ormond Beach Department of Public Works, FDOT and Volusia County for specific roadways under their jurisdiction. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the above noted standards. The Contractor will not be permitted to isolate residences or places of business. Access shall be provided to all residences and places of business whenever construction interferes with the existing means of access. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval.

C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs to warn motorists of the work throughout the Project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic around the work.

D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during work.

E. The Contractor shall be responsible for the provision, installation and maintenance of all MOT and safety devices outlined in the above noted standards. In addition, the Contractor shall be responsible for providing an individual, employed by the Contractor, and certified as "Work Zone Traffic Safety Supervisor" by the International Municipal Signal Association.

F. The Contractor should anticipate, and include in his bid, the possibility of being directed to work night and/or weekend hours to perform work in areas of heavy traffic and high flows or surcharges, which cannot be reduced during normal hours. No additional payment will be made for requiring the Contractor to work these special shifts.

13. Safety

The Contractor shall conduct operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the Project.

14. Measurement and Payment

A. Bid Item No. 1 Pressure Main Cleaning

Payment will be made at the applicable unit price indicated in the Bid Form. Payment shall be full compensation for all materials, labor, and equipment required to clean the lines. No separate payment will be made for mobilization, demobilization or by-pass pumping. The City will remove and dispose of materials produced at the terminal manhole or pig retrieval site.

The quantity for payment will be the length of pipe acceptably cleaned, measured along the centerline of the pipeline.

B. Bid Item No.2 Maintenance of Traffic

Payment for this item shall be made at the Contract unit price and shall be full compensation for all labor, materials and equipment necessary to prepare the MOT permit if required and implement the MOT plan required by the City of Ormond Beach Public Works Department and/or other governing bodies to work within their right of ways. All Maintenance of Traffic work shall conform to the requirements of Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction latest edition and Design Standards for Design, Construction, Maintenance and Utility Operations on State Highway Systems, latest edition, Index No. 600 through 660.

The quantity for payment will be the number of days when work is being performed and a MOT plan is in effect.

C. Alternate Bid Item No. 1 Emergency Mobilization

Payment for this item shall be made for mobilization activities necessary to initiate cleaning to remove blockages within 48 hours of notification at the owner's request. Non-Emergency Mobilization costs are included in the bid item for pressure pipe cleaning.

The quantity for payment will be the number of occurrences when an emergency response for pressure main cleaning is requested by the owner and initiated within the specified time frame.

D. Alternate Bid Item No. 2 Electronic Poly Pig Utilization

Payment for this item shall be made for utilization of an electronic poly pig detector at the City's request to locate areas of potential or suspected blockages, find lost valves or locate lines for mapping purposes. Payment for utilization of the electronic device will be the same, regardless of the size. No separate payment will be made for utilization of this device by the contractor to locate a stuck pig or assist with the cleaning effort.

The quantity for payment will be based upon the number of requests by the Owner to utilize an electronic device to perform specific tasks. No separate payment will be made for the use of multiple devices to perform the same task.

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Bid Price
1	Pressure Pipe Cleaning				
a.	<3-inch diameter	5,000	LF	$	$
b.	4″-8″ inch diameter	10,000	LF	$	$
c.	10″-12″ inch diameter	10,000	LF	$	$
d.	14″-16″ diameter	2,000	LF	$	$
e.	≥ 18″ diameter	100	LF	$	$
2	Maintenance of Traffic	10	DAY	$	$

TOTAL BID FOR CONTRACT **$**_____

(Figures)

_____

(Words)

BID ALTERNATE SCHEDULE

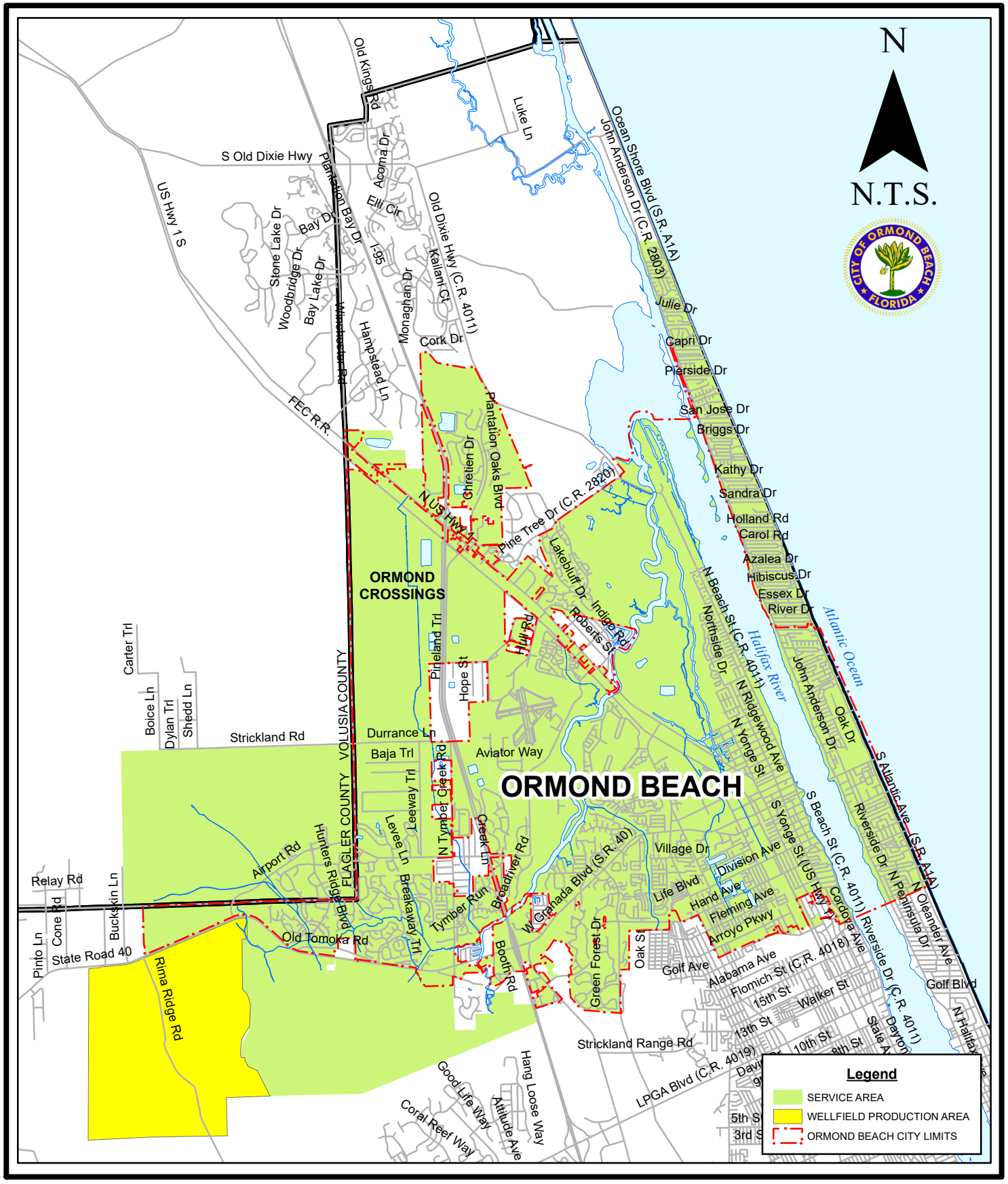
Alt. Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Bid Price
1	Emergency Mobilization	1	EA		
2	Electronic Poly Pig Utilization	1	EA		

TOTAL ALTERNATE BID FOR CONTRACT **$**_____

(Figures)

_____

(Words)

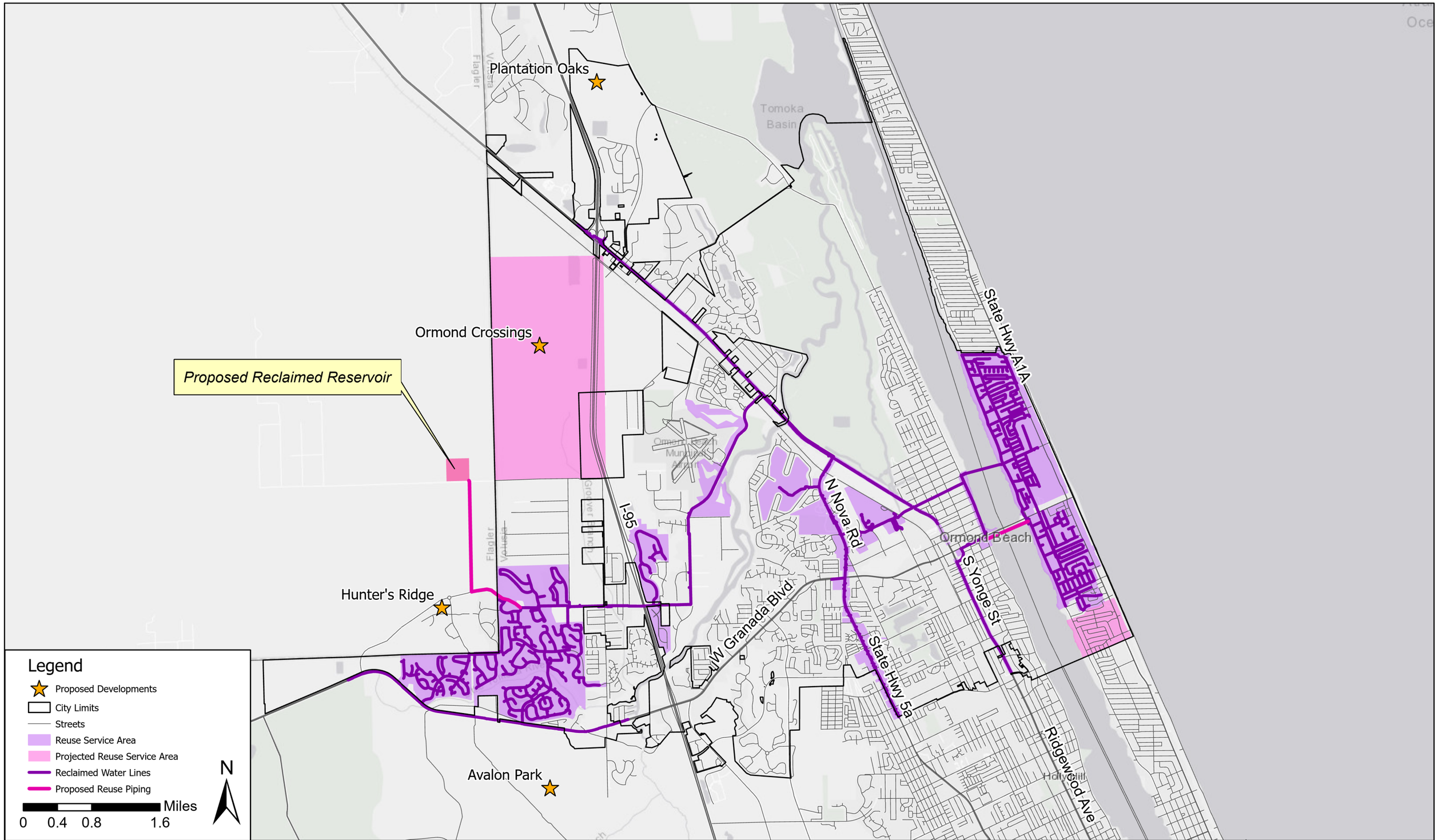


City of Ormond Beach
G.I.S. Department
P.O. Box 277
Ormond Beach, Fl 32174
May 16, 2023

CITY OF ORMOND BEACH WATER PLANNING SERVICE AREA

Figure 1

WATER PLANNING SERVICE AREA MAP



City of Ormond Beach
Reuse Service Area and Reclaimed Pipes

Figure 2.5

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. 2020 - 24

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)

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 8.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	RFQ - Construction Management At Risk for Utility Services		
Summary:	This provides notice of the City's intent to issue a Request for Qualifications (RFQ) to solicit qualification submittals for Construction Management at Risk (CMAR) for underground utility services, RFQ No. 2025-41. Since 2007, the City has successfully utilized the RFQ process to employ general contractors and specialty subcontractors under the construction management at risk format. The use of a construction manager at risk allows the City to select a contractor at a guaranteed maximum price based on past experience and fees. This is especially beneficial in time-sensitive situations where soliciting bids may hinder critical City operations. The current CMAR contracts for underground utility services are scheduled to expire on October 6, 2025. This RFQ is aimed at soliciting new proposals to establish new contracts prior to the expiration of the current contracts. For the purposes of this RFQ, underground utility work includes both new construction and repair/rehabilitation of existing underground utility systems, including stormwater, sanitary sewer, potable water, and reclaimed water along with associated minor incidental mechanical, electrical, or structural elements. Staff will evaluate the submittals based on the ranking criteria and select a minimum of 3 firms, assuming at least 3 firms submit RFQ packets. The selected firms will be presented to the City Commission prior to entering into a contract.		
Financial Impact:	There is no budget impact with this request as there are no specific projects associated with this request. Services will be on a work		

	authorization basis and funding will be determined on a per future project basis.
Citizen Impact:	With the construction management at risk process, the construction timeline can be reduced, thereby reducing the impact of construction on the public. Potential increased cost savings are a benefit to reducing taxpayer money expenditures on scheduled projectsand unanticipated emergency repairs.
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to advertise the RFQ for construction management at risk services for underground utility services, unless otherwise directed by the City Commission.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. RFQ 2025-41 CMAR UGU
Approval:	Kelly McGuire, Finance Director 5/23/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/27/2025 Joyce Shanahan, City Manager 5/29/2025

City of Ormond Beach

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

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Construction Management at Risk for Underground Utility Services**
RFQ NUMBER: **2025-41**

RFQ DUE DATE & TIME: **Thursday, July 10, 2025 at 2:30 PM**

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

PRE-PROPOSAL MEETING: **Tuesday, June 24, 2025 at 10:00 AM, City Hall Training Room**

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

PROPOSER/FIRM NAME: _____

PROPOSER'S MAILING ADDRESS: _____

_____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

_____

_____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ RESPONSE FORM

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

SUBMITTER has examined all of the RFQ Documents and of the following Addenda, receipt of which is hereby acknowledged.:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

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:

FIRM NAME: _____

FIRM'S PROFESSIONAL LICENSE NUMBER: _____

SUBMITTER'S NAME: _____
(Typed or Printed)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby declare that I have read and fully understand the RFQ Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

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.

OMISSION OF A SIGNATURE ON THIS PAGE
MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GENERAL CONDITIONS

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

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

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

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

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

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

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly. No discussion of the submittals will occur.

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

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

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

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

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.

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

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

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

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall

pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

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

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 Qualifications 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.

STATEMENT OF PURPOSE

The City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualified consultants to provide Construction Management at Risk Services for Underground Utility Services. The City is requesting proposals and intends to select qualified firms or individuals for continuing contract services for the City.

Professional Qualifications: Any firm or individual licensed to perform professional underground utility services in the State of Florida, having demonstrable professional experience, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

SCOPE OF SERVICES

The City of Ormond Beach seeks a consultant qualified in underground utility services. For the purposes of the RFQ, underground utility services work includes both new construction as well as repair and rehabilitation of existing underground utility systems. Underground utility systems shall be understood to include stormwater, sanitary sewer, potable water, reclaimed water systems, associated minor incidental mechanical, electrical, and structural elements. Proposals shall include the firm's ability to manage all aspects of underground utility projects and address potential impacts of underground utility work, including, but not limited to, the following elements: associated traffic control, lighting for night work, dewatering, demolition, and restoration of surface features (such as roadways, sidewalks, driveways, curb and gutter, sod, irrigation systems, signage, striping, and other ancillary infrastructure). It shall be further understood that the projects to be completed under this contract may or may not include plans and specifications.

SCHEDULE OF PROPOSAL

June 08, 2025	Advertisement
June 24, 2025 at 10:00 AM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
July 10, 2025, 2:30 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in the sealed envelope. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
July 22 - 24, 2025	Proposal Rankings
September 17, 2025	City Commission Approval of contracts.

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. General

- **a.** Letter of interest.
- **b.** Proposer Acknowledgement form & RFQ Response form (2 Pages), completed.
- **c.** Overview description of the firm and its ability to provide the professional services being applied for.
- **d.** Provide list of current continuing contracts and contact information for each.
- **e.** 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.
- **f.** Copy of firm's current Florida Professional License renewal.
- **g.** Copy of firm's certificate of insurance.
- **h.** Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
- **i.** Completed Drug-Free Workplace Certification and Affidavits

2. Experience

- **a.** 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.
- **b.** Provide an organizational chart of the firm.
- **c.** Provide a listing of at least 5 and no more than 10 projects completed by the firm as an Exhibit. Projects are recommended to be varied in nature and costs, and aimed at highlighting the firm's capabilities relevant to underground utility services. Include the following for each project:
    - **i** Name and location of the project.
    - **ii** The nature of the firm's responsibility on the project.
    - **iii** Project owner's representative name, address, telephone and e-mail contact information.
    - **iv** Date project was completed or is anticipated to be completed.
    - **v** Scope of work of project and cost of project.
    - **vi** Firm's project manager and other key professionals involved on the project.

d. Detailed resumes of key personnel that will be working on projects assigned if contracted with the City.
e. Provide a list of current construction management contracts (if applicable) that the firm currently has including contact information for each contract.

3. Financial Capability

a. Provide a summary of the firm's financial resources for the past 3 years (including the latest year audited financial statements and holding company). Provide most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b. Provide proof of financial bonding capacity of the firm by submitting a bonding capacity letter from a State approved Surety Agency.

4. Construction Disputes

a. Describe and explain any pending litigation, major disputes, contract defaults, liquidated damage claims, and/or claims against your firm in the last 5 years. Limit this information to the office submitting qualifications for this submittal. Name the litigants involved and the month and year the case or claim was filed, venue, and a full description of the claims raised in the litigation. Please provide the name, phone number and email address of a contact person in your organization who can provide additional information or clarify any questions regarding these matters. If there is no litigation pending against your firm, please provide a notarized statement stating this fact.

5. Location

a. Provide the location of office(s) where the project management team will be located. Firms based within the Ormond Beach Utility Service Area shall receive 15 points. Firms based within Volusia or Flagler County (but outside of the Ormond Beach Utility Service Area) shall receive 10 points. Firms located within 100 miles of Ormond Beach City Hall (but outside of Volusia or Flagler County) shall receive 5 points. All other firms located beyond 100 miles from Ormond Beach City Hall shall receive 0 points.

GENERAL INSTRUCTIONS

- Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFQ until seven (7) working days prior to the RFQ 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
  Purchasing Coordinator
  22 South Beach Street
  Ormond Beach, Florida 32174
  Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

  The last day to submit questions is July 2, 2025 at 5:00pm.

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

- Proposal Delivery: Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than July 10, 2025, 2:30 PM. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFQ title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.

- Addenda and Supplements to the Request for Qualifications (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ 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 RFQ 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 RFQ at any time and to negotiate with any party prior to or after submittal of proposals.

Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

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

SELECTION OF FIRM

Evaluation Criteria: The City will evaluate prospective candidates based upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project and relevant project experience.

Scoring Parameters:

General (15 points max)
Experience (30 points max)
Financial Capability (20 points max)
Construction Disputes (20 points max)
Location (15 points max)

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFQ for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than two of the most qualified proposers based on rankings to be considered for continuing contracts. An evaluation form is included in this document for reference purposes. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms for continuing contracts (assuming three or more proposals are received). Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

Evaluation Form
Construction Management at Risk for Underground Utility Services
RFQ 2025-41

Name of Firm: _____

Reviewer: _____

Date: _____

	Points	Score
General (15 pts Max)	_____	_____
Experience (30 pts Max)	_____	_____
Financial Capability (20 pts Max)	_____	_____
Construction Disputes (20 pts Max)	_____	_____

Firm Location (choose most appropriate one):	Enter Points	
1 - Located in Ormond Beach Utility Service Area - 15	_____	_____
2 - Located in Volusia or Flagler County - 10 pts	_____	_____
3 - Located within 100 miles of City Hall - 5 pts	_____	_____

TOTAL POINTS: _____

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall provide for a term of 5 years.

Insurance Requirements: The Consultant 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 Consultant 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.

The City reserves the following rights:

- Modify, extend, or cancel this RFQ at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFQ with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFQ 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 RFQ;

- 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 RFQ, the City of Ormond Beach reserves the right to terminate the Agreement.

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

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 $25,000 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 form 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.

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

THIS PAGE <u>MUST</u> 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 <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" PROPOSALS: 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 proposal 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 proposals 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.

_____
Name

_____
Signature

_____
Title

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

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 _____. I am over the age of Twenty-one years old. I am the _____ of_____, a non- governmental entity which does
   (Title) **(Business Name)**
   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.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [__] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of _____
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 9.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-19
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Enclave Subdivision, Final Plat (SECOND READING)		
Summary:	This is an application submitted by Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road. On May 2, 2023, the City Commission approved Ordinance 2023-22 authorizing a zoning map amendment from PRD, Planned Residential Development to SR, Suburban Residential. On October 17, 2023, the City Commission approved Resolution 2023-191 authorizing a Preliminary Plat for 12 residential lots. The subdivision improvements are under construction and the site engineering permit for the project was issued on February 1, 2025. The final plat is consistent with the approved preliminary plat and the SR, Suburban Residential zoning. The Planning Board reviewed the final plat at the April 10, 2025, meeting and recommended approval with a 6-0 vote.		
Financial Impact:	None		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the SR, Suburban Residential zoning district and preliminary plat. No citizen impact is anticipated as the result of the final plat.		
Recommended Action (Staff,	The Planning Board recommended **APPROVAL** of the final plat for the Enclave subdivision which consists of 12-lot single-family subdivision on approximately 26.17 acres.		

Advisory Board and/or Other):	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-19 Enclave Subdivision, Final Plat (P25-0052G) 2. Exhibit A, Enclave Final Plat 3. 04.10.2025, Enclave Final Plat, PB Staff Report (8.5X11) 4. Draft Planning Board minutes, Enclave Final Plat 5. Ordinance BIE, Enclave Final Plat
Approval:	Kelly McGuire, Finance Director 5/21/2025 Claire Whitley/Shawn Finley, Assistant City Manager 5/21/2025 Joyce Shanahan, City Manager 5/29/2025

ORDINANCE NO. 2025-19

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ENCLAVE SUBDIVISION"; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the land area for the final plat for the subdivision known as the "Enclave Subdivision" is zoned as SR, Suburban Residential, and dwelling, single-family-detached is a permitted use within the zoning district, and

WHEREAS, on October 17, 2023, the City Commission approved Resolution 2023-191 authorizing a preliminary plat for a 12-lot subdivision for the "Enclave Subdivision", and

WHEREAS, on October 30, 2024, the City's Site Plan Review Committee approved the subdivision construction plans. These plans detail the landscaping improvements, stormwater retention areas, lot elevations, buffer walls and utilities, and

WHEREAS, on February 1, 2025, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the final plat for the "Enclave Subdivision" has been reviewed by the City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, the City Surveyor, the Planning Board, and the Site Plan Review Committee, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the final plat for the "Enclave Subdivision", as depicted on Exhibit "A" attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

(a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and

(b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code;* and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

(a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being December 3, 2026.

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

PASSED UPON at the first reading of the City Commission, this 20th day of May, 2025.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT A
Page 1 of 2

ENCLAVE SUBDIVISION

475 N. TYMBER CREEK ROAD
SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

GENERAL NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 01°06'33" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, AS NOW SURVEYED AND ESTABLISHED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983(2011), AND WAS ESTABLISHED USING USING GPS RTK OBSERVATIONS WITH FDOT-FPRN BASELINE CORRECTIONS.
2. THE DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.
3. WETLANDS SHOWN HEREON WERE TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY GEOPOINT SURVEYING, INC. DATED 06/10/21.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. LOT CORNERS WILL BE SET AT THE TIME AS REQUIRED BY CHAPTER 177.091(9) FLORIDA STATUTES.
6. THIS PROPERTY LIES WITHIN FLOOD ZONE X, FLOOD ZONE X SHADED AND FLOOD ZONE A, NO BASE FLOOD ELEVATION PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, NFIP FIRM MAP NO. 12127C0192J WITH A REVISED DATE OF FEBRUARY 19, 2014 AND FEMA LOMA CASE NO. 05-04-4559A.
7. THE 10.00 FOOT FRONT LOT UTILITY EASEMENT SHALL PROVIDE THAT SUCH EASEMENT SHALL ALSO BE AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF INTERNET AND CABLE TELEVISION SERVICES: PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF INTERNET AND CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION, F.S. 177.091 (28).
8. ACCESS EASEMENT A IS DEDICATED TO THE OWNERS OF LOTS 1 AND 3, ACCESS EASEMENT B IS DEDICATED TO THE OWNERS OF LOTS 4 AND 6, ACCESS EASEMENT C IS DEDICATED TO THE OWNERS OF LOTS 7 AND 9 AND ACCESS EASEMENT D IS DEDICATED TO THE OWNERS OF LOTS 10 AND 12
9. THE GREENBELT EASEMENT ON EACH LOT IS TO REMAIN IN ITS NATURAL STATE. NO TREE REMOVAL IS ALLOWED IN THIS AREA. MAINTENANCE OF THE GREENBELT AREA IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND ANY DISTURBANCE OR CHANGES WILL REQUIRE THE APPROVAL OF THE CITY OF ORMOND BEACH LANDSCAPE ARCHITECT.
10. A ONE (1) FOOT NON-VEHICULAR ACCESS EASEMENT IS HEREBY DEDICATED TO THE COUNTY OF VOLUSIA ALONG THE WESTERLY LINE OF LOTS 1, 3, 4, 6, 7, 9, 10 AND 12.
11. SITE INFORMATION:

    ZONING: SR - SUBURBAN RESIDENTIAL DEVELOPMENT

    TOTAL LOTS 12

    MINIMUM SETBACKS: FRONT = 30'
    SIDE = 10' WITH 30 COMBINED
    REAR = 30'
12. EACH LOT OWNER IS RESPONSIBLE TO SUBMIT A ST JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT MODIFICATION TO PERMIT NO 19661-2 TO ADDRESS THE CITY OF ORMOND BEACH AND ST JOHNS RIVER WATER MANAGEMENT DISTRICT STORMWATER TREATMENT AND ATTENUATION REQUIREMENTS AS A PART OF THE CITY OF ORMOND BEACH'S SITE AND BUILDING PERMITTING PROCESS.
13. INDIVIDUAL LOT OWNERS SHALL BE RESPONSIBLE FOR THE PERMITTING OF ANY IMPACTS TO THE FLOOD PLAIN AND/OR WETLANDS THROUGH THE CITY OF ORMOND BEACH AND ST JOHNS RIVER WATER MANAGEMENT DISTRICT.

CONSENT AND JOINDER OF MORTGAGEE TO PLAT OF ENCLAVE SUBDIVISION

THE UNDERSIGNED, INTRACOASTAL BANK, THE HOLDER OF THE MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 8650, PAGES 3534 THROUGH 3558 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (THE MORTGAGE DOCUMENT) DOES HEREBY JOIN IN, CONFIRM AND CONSENT TO THE PLAT OF ENCLAVE SUBDIVISION.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS UNDERSIGNED OFFICER, RICHARD S. WELLS, SENIOR VICE PRESIDENT ON THIS _____ DAY OF _____, 2025.

INTRACOASTAL BANK

BY: _____
RICHARD S. WELLS, SENIOR VICE PRESIDENT

SIGNED AND SEALED
IN THE PRESENCE OF:

_____ _____
PRINTED NAME

_____ _____
PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS_____DAY OF_____, 2025 RICHARD S. WELLS, SENIOR VICE PRESIDENT OF INTRACOASTAL BANK PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN.
HE IS PERSONALLY KNOWN TO ME, OR PRODUCED_____AS IDENTIFICATION.

_____
PRINTED NAME

SEAL:

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

COPYRIGHT 2025

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

SYMBOLS AND DESCRIPTIONS

⊞	P.R.M. SET 18" X 1/2" IRON ROD WITH DISK MARKED "PRM" LS6994

PROPERTY DESCRIPTION:

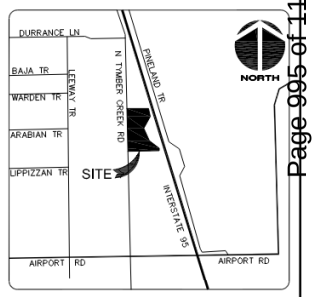
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AS DESCRIBED IN OFFICIAL RECORD BOOK 5761 PAGES 601 THROUGH 604

PARCEL 5:

THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTERLY OF INTERSTATE 95, EXCEPTING THEREFROM THE SOUTH 1217.0 FEET, AND ALSO EXCEPTING THEREFROM THE WEST 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, BEING IN VOLUSIA COUNTY, FLORIDA, CONTAINING 25.093 ACRES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4"X4" CONC. MONUMENT FOUND AT THE NORTHWEST CORNER OF SECTION 24 TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID SECTION 24 N 87°51'52" E 1364.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, THENCE RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID TIMBER CREEK ROAD N 01°06'33" W 1216.39 FEET TO AN IRON ROD AND CAP MARKED LB6883 FOUND AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THEN CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID TYMBER CREEK ROAD N 01°06'33" W 1504.37 FEET TO A POINT, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID PROPERTY N 88°57'55" E 713.23 FEET TO A IRON ROD AND CAP MARKED LB8179 SET ON THE WESTERLY RIGHT-OF-WAY OF INTERSTATE-95, VARIABLE WIDTH RIGHT-OF-WAY, THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE-95; THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE 95 THE FOLLOWING FIVE (5) COURSES AND DISTANCES 1) S 16°53'39" E 305.24 FEET TO AN IRON ROD AND CAP MARKED LS3464, 2) S 30°49'55" W 371.65 FEET TO A CONCRETE MONUMENT MARKED LS3464, 3) S 16°53'39" E 550.00 FEET TO A CONCRETE MONUMENT MARKED LS3464, 4) S 53°45'51" E 374.93 FEET TO A 4"X4" CONCRETE MONUMENT MARKED PSM5072, 5) S 16°54'53" E 123.56 FEET TO 4"X4" CONCRETE MONUMENT MARKED LS3464 FOUND AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING ALONG THE SOUTHERLY LINE OF SAID PROPERTY S 87°53'50" W 1081.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.172 ACRES OF LAND MORE OR LESS.



VICINITY MAP (NOT TO SCALE)

ABBREVIATIONS

CONC.	= CONCRETE	PG/PGS	= PAGE/PAGES
D.&U.E.	= DRAINAGE & UTILITY EASEMENT	P.R.M.	= PERMANENT REFERENCE MONUMENT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
FPRN	= FLORIDA PERMANENT REFERENCE NETWORK	RTK	= REAL TIME KINEMATICS
GNSS	= GLOBAL NAVIGATION SATELLITE SYSTEM	R/W	= RIGHT OF WAY
HOA	= HOMEOWNERS ASSOCIATION	SQ. FT.	= SQUARE FEET
LB	= LICENSED BUSINESS	TYP.	= TYPICAL
LS	= LICENSED SURVEYOR		

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PAYLIN TYMBER 1 AND 2, LLC, BEING THE OWNER OF THE LANDS DESCRIBED AND SHOWN ON THIS PLAT ENTITLED "ENCLAVE SUBDIVISION", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES SHOWN HEREON, AND DEDICATES TRACT I TO THE COUNTY OF VOLUSIA FOR RIGHT-OF-WAY PURPOSES AND THE GREENBELT BUFFER ON EACH LOT TO THE CITY OF ORMOND BEACH, A FLORIDA MUNICIPAL CORPORATION.

IN WITNESS THEREOF, JAMES W. PAYTAS, III - MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED, SIGNED, SEALED AND ATTESTED TO BY THE PERSONS NAMED BELOW:
ON THIS _____ DAY OF _____, 2025.

PAYLIN TYMBER 1 AND 2, LLC

BY: _____
JAMES W. PAYTAS, III - MANAGER

SIGNED AND SEALED
IN THE PRESENCE OF:

_____ _____
PRINTED NAME

_____ _____
PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS_____DAY OF_____, 2025 JAMES W. PAYTAS, III - MANAGER OF PAYLIN TYMBER 1 AND 2, LLC PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN.
HE IS PERSONALLY KNOWN TO ME, OR PRODUCED_____AS IDENTIFICATION.

_____
PRINTED NAME

SEAL:

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025 THIS PLAT WAS APPROVED BY THE CITY ENGINEER, CITY OF ORMOND BEACH.

BY: _____
ALEX SCHUMANN, CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE_____DAY OF_____, 2025.

_____
CLERK OF THE COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025
THIS PLAT WAS APPROVED.

BY _____
RANDAL A. HAYES, CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025
THIS PLAT WAS APPROVED BY THE CITY OF ORMOND BEACH.

BY: _____
JASON LESLIE, MAYOR

ATTEST: _____, _____ CITY CLERK

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SHOWN HEREON, AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE INFORMATION SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177.081. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) CONCERNING THE "PERMANENT REFERENCE MONUMENTS", THAT THE LAND SHOWN HEREON LIES WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.

Joseph Jay Wooldridge
Digitally signed by Joseph Jay Wooldridge
Date: 2025.03.21 15:22:10 -04'00'

_____
JOSEPH JAY WOOLDRIDGE, PSM NUMBER 6994
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490

CERTIFICATE OF SURVEYOR AND MAPPER REVIEWING THIS PLAT FOR THE CITY OF ORMOND BEACH

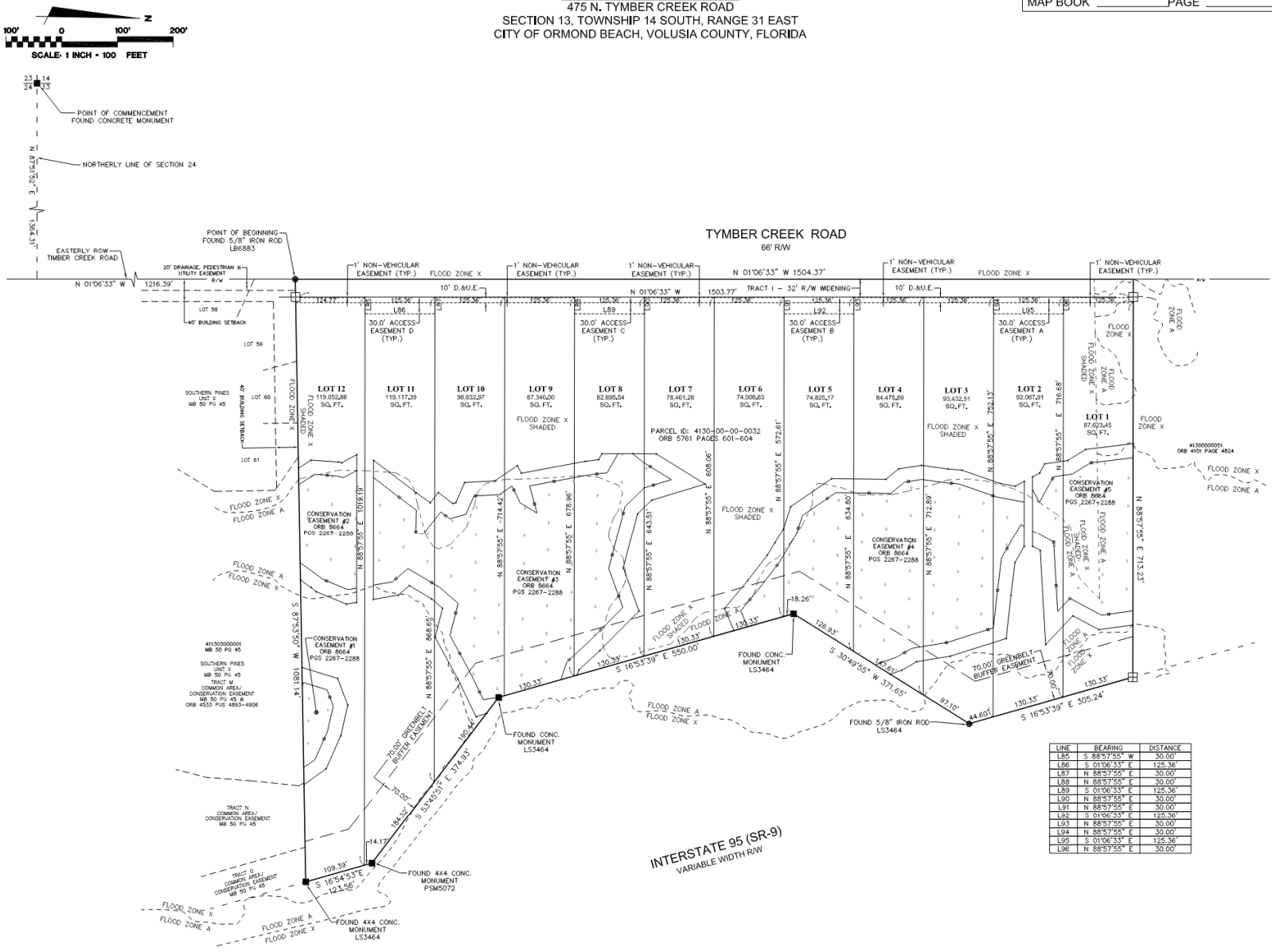
I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND THAT I HAVE REVIEWED THIS SURVEY AND PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____
CITY REGISTERED SURVEYOR
LICENSE NUMBER:
COMPANY:
COMPANY ADDRESS:
COMPANY PHONE:

ENCLAVE SUBDIVISION

475 N. TYMBER CREEK ROAD
SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____



LINE	BEARING	DISTANCE
L85	S 88°57'55" W	30.00'
L86	S 01°06'33" E	125.36'
L87	N 88°57'55" E	30.00'
L88	N 88°57'55" E	30.00'
L89	S 01°06'33" E	125.36'
L90	N 88°57'55" E	30.00'
L91	N 88°57'55" E	30.00'
L92	S 01°06'33" E	125.36'
L93	N 88°57'55" E	30.00'
L94	N 88°57'55" E	30.00'
L95	S 01°06'33" E	125.36'
L96	N 88°57'55" E	30.00'

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ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

SYMBOLS AND DESCRIPTIONS

⊞	P.R.M. SET 18" X 1/2" IRON ROD WITH DISK MARKED "PRM" LS6994
	DENOTES WETLAND AREAS

SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

PLANNING BOARD
STAFF REPORT
Enclave of Tymber Creek Subdivision Final Plat
Project Number: PZ 2025-138

PLANNING BOARD DATE:	April 10, 2025
TENTATIVE CITY COMMISSION DATES:	May 20, 2025 (first reading), June 3, 2025 (second reading)
APPLICANT:	Paylin Tymber 1 and 2, LLC
LOCATION:	475 North Tymber Creek Road
REQUEST:	Final plat approval for 12 single-family lots on 26.17 acres within the SR, Suburban Residential zoning district.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted by Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road.

SECTION 2, BACKGROUND:

The site is designated "Suburban Low Density Residential" (SLDR) on the City's Future Land Use Map and was previously approved for a Planned Residential Development zoning designation. On August 1, 2006, the City Commission approved Ordinance 2006-08 for a zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development, and authorized a development order for 35 single-family lots that were 80' by 110'. The project name was the Enclave at North Pointe. On September 19, 2006, the City Commission approved a Preliminary Plat for the 35-lot subdivision. The subdivision improvements were never constructed and the development order and Preliminary Plat expired. On May 2, 2023, the City Commission approved Ordinance 2023-22 that authorized a zoning map amendment from PRD, Planned Residential Development to SR, Suburban Residential. On October 17, 2023, the City Commission approved Resolution 2003-191 that authorized a Preliminary Plat for twelve residential lots. The site engineering permit for the project was issued on February 1, 2025.

The subdivision is proposed as long linear lots along North Tymber Creek Road and abutting Interstate 95. The lot setbacks would be the setbacks within the SR, Suburban Residential zoning district. North Tymber Creek Road is a Volusia County roadway, and the applicant has coordinated with Volusia County Traffic Engineering. The project is designed with four joint access points, each serving three lots. The access plan combines access points and limits curb cuts on North Tymber Creek Road. The project is proposing a 32'- right-of-way dedication to Volusia County. The right-of-way interface will include a five (5') sidewalk and a 12"-waterline across the property frontage. The lot size ranges from a minimum of 1.70 acres to 2.75 acres with a width of 125 linear feet along North Tymber Creek Road. The subdivision has a total of 5.64 acres of wetlands and 0.47 acres of wetland impacts for the waterline and sidewalk installation.

On the property boundary with Interstate 95, the project proposes a 70'-Greenbelt Preservation area where 60' is required. This area is to remain in its natural state. The infrastructure improvements will include the waterline, access points, and a sidewalk along North Tymber Creek Road. After the plat is recorded, individual lot owners would submit building plans that include a stormwater analysis, tree management plan, and a plot plan of the proposed lot improvements.

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered drawings in terms of the stormwater design, utilities, lot grading, and road layout and (2) the

preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

(1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.

The final plat, ATTACHMENT 3, has been prepared by a Florida-licensed surveyor.

(2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.

The zoning designation for the subdivision is SR, Suburban Residential. The Land Development Code section for the SR, Suburban Residential zoning district is included in ATTACHMENT 4. The final plat is consistent with the SR, Suburban Residential zoning district.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved with Resolution 2003-191, and it is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

(4) Final plats shall be consistent with all applicable Florida Statutes.

The final plat has been reviewed by a Florida-licensed surveyor employed by the city to review the final plat as the city surveyor. The city surveyor is employed to review and accept that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, and Homeowners' Association documents, shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee, licensed surveyor acting as the City Surveyor, and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

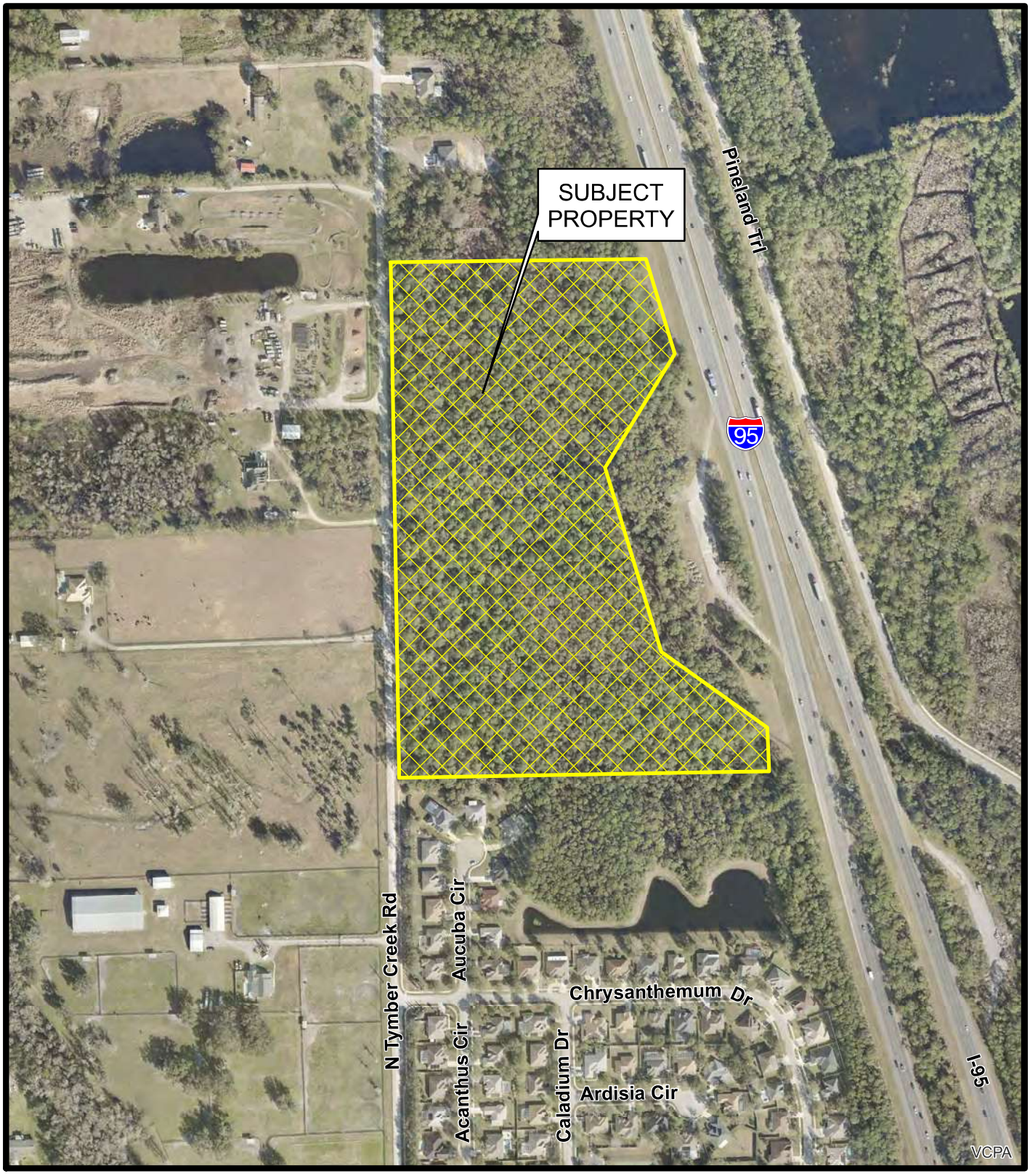
It is recommended that the Planning Board **APPROVE** the final plat for the Enclave subdivision which consists of 12-lot single-family subdivision on approximately 26.17 acres. The final plat is consistent with the approved preliminary plat and the SR, Suburban Residential zoning.

Attachments:

Attachment 1: Project maps
Attachment 2: Preliminary plat, Resolution 2003-191
Attachment 3: Final plat
Attachment 4: SR, Suburban Residential zoning district

ATTACHMENT 1

Project Maps



THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
AERIAL MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - August 24, 2023

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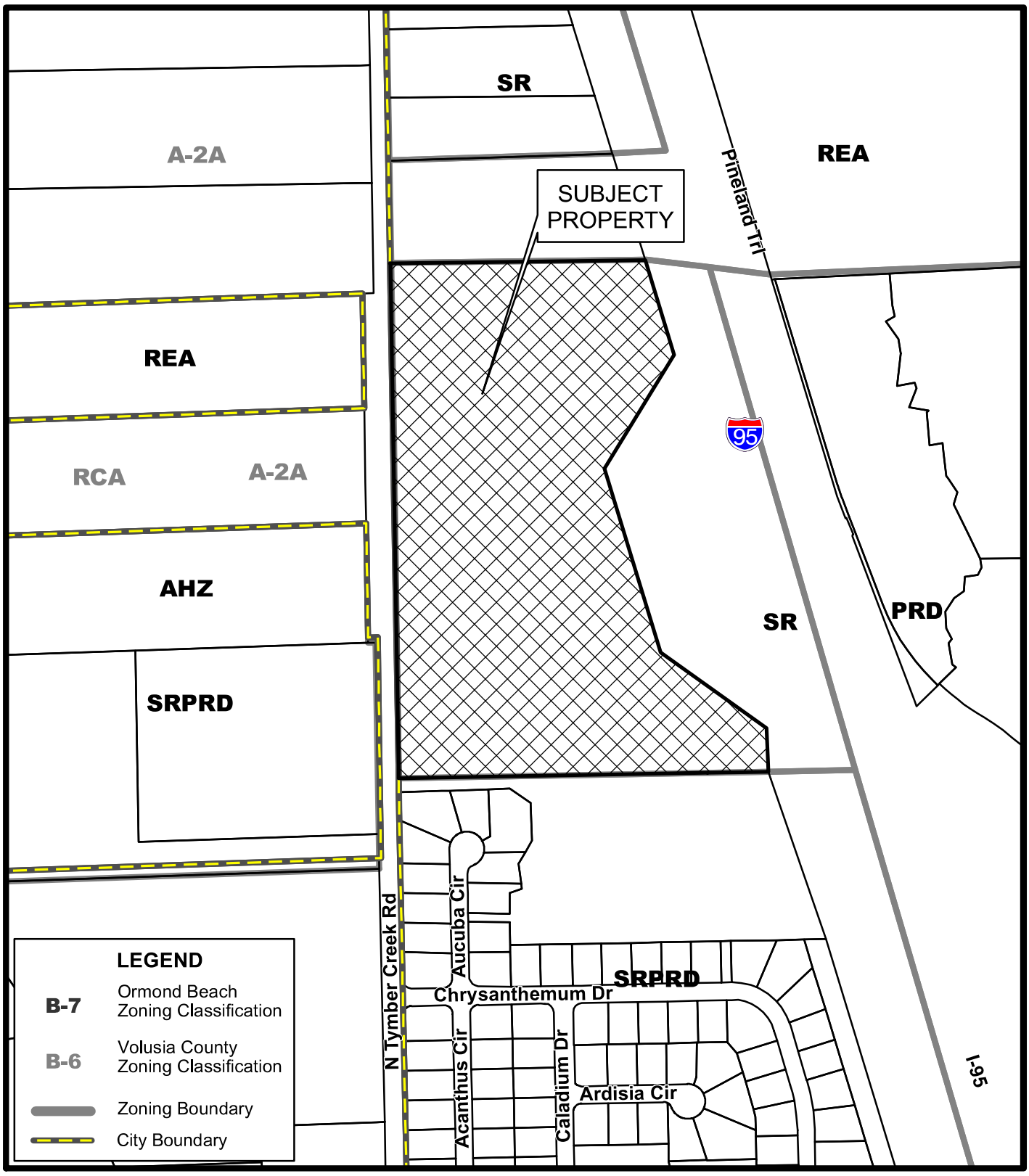

THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)

CURRENT ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - August 24, 2023

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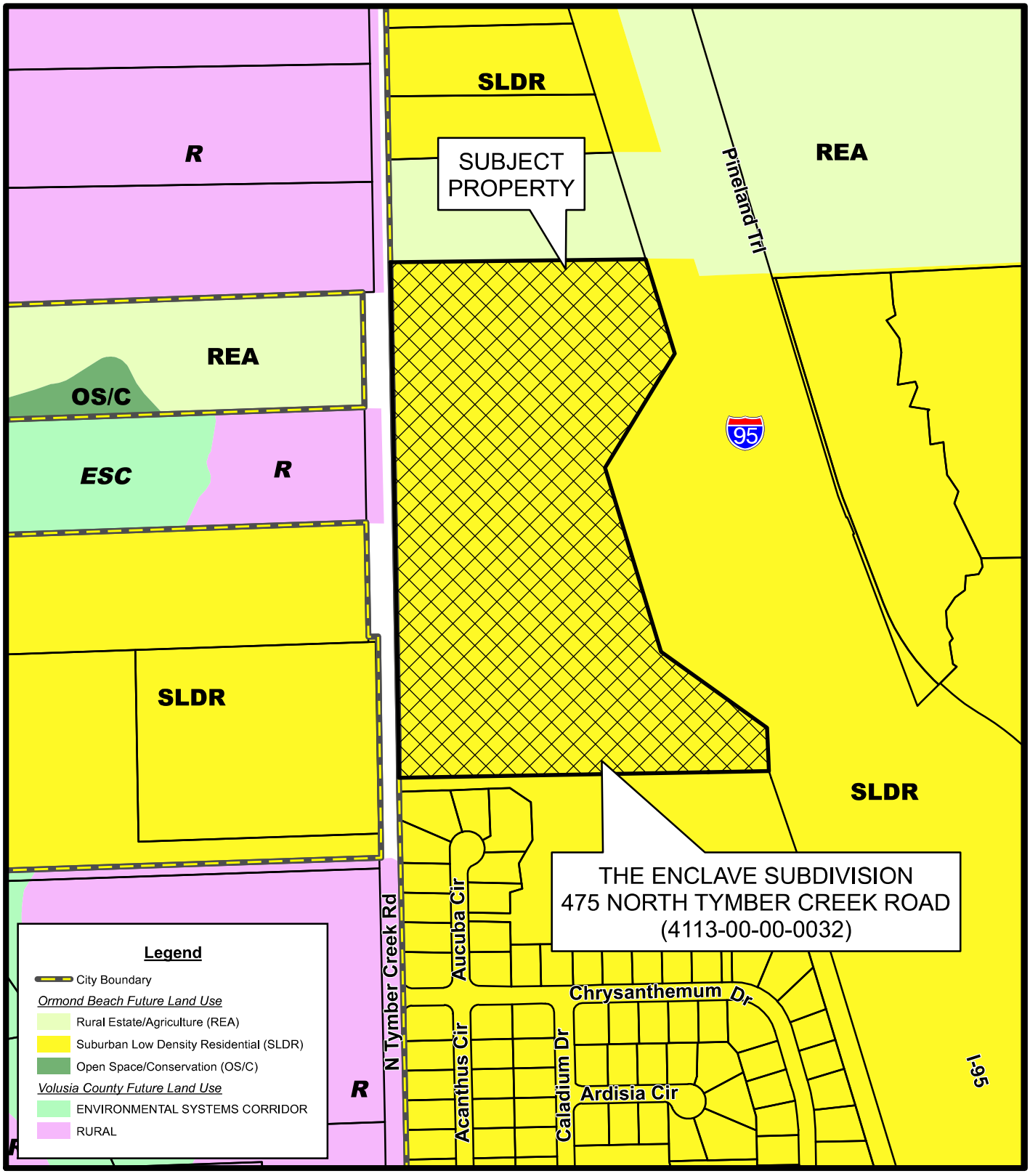

CITY OF ORMOND BEACH ★ FLORIDA ★

THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

N
W E
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N.T.S.

ATTACHMENT 2

Preliminary Plat

Resolution 2023-191

RESOLUTION NO. 2023-191

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "ENCLAVE SUBDIVISION"; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the "Applicant"), with authorization of Enclave of Timber Creek, LLC, a Florida Limited Liability Company, (the "Property Owner") has submitted the preliminary plat for the "Enclave Subdivision", and

WHEREAS, the subject property is located at 475 North Tymber Creek Road (Volusia County parcel number: 4113-00-00-0032) and is zoned as Suburban Residential (SR), and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the Site Plan Review Committee and the Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 12-lot preliminary plat for the "Enclave Subdivision", as shown in the preliminary plat attached hereto as Exhibit "A" and the construction plans attached hereto as Exhibit "B" and incorporated herein by reference, subject to full and continuous compliance to the Suburban Residential (SR) zoning district, and the resolution of outstanding Site Plan Review Committee comments, if any.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **October 17, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the "Enclave Subdivision".

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

APPROVED AND AUTHENTICATED, this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\RESOLUTION\2023\10-17-23\23-191 ENCLAVE SUBDIVISION, PRELIMINARY PLAT (P23-0190G).DOCX\

EXHIBIT "A"
Page 1 of 2

ENCLAVE SUBDIVISION

SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

GENERAL NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 01°06'33" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, AS NOW SURVEYED AND ESTABLISHED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983(2011), AND WAS ESTABLISHED USING GPS RTK OBSERVATIONS WITH FDOT-FPRN BASELINE CORRECTIONS.
2. THE DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.
3. WETLANDS SHOWN HEREON WERE TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY GEOPOINT SURVEYING, INC. DATED 06/10/21.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. LOT CORNERS WILL BE SET AT THE TIME AS REQUIRED BY CHAPTER 177.091(9) FLORIDA STATUTES.
6. THIS PROPERTY LIES WITHIN FLOOD ZONE X, FLOOD ZONE X SHADED AND FLOOD ZONE A NO BASE FLOOD ELEVATION PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, NFIP FIRM MAP NO. 12127C0192J WITH A REVISED DATE OF FEBRUARY 19, 2014 AND FEMA LOMA CASE NO. 09-04-4559A.
7. THE 10.00 FOOT FRONT LOT UTILITY EASEMENT SHALL PROVIDE THAT SUCH EASEMENT SHALL ALSO BE AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION, F.S. 177.091 (28).
8. ACCESS EASEMENTS WILL BE DEDICATED TO THE INDIVIDUAL LOT OWNERS.
9. THE GREENBELT EASEMENT AREA IS TO REMAIN IN ITS NATURAL STATE. NO TREE REMOVAL IS ALLOWED IN THIS AREA. MAINTENANCE OF THE GREENBELT AREA IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND ANY DISTURBANCE OR CHANGES WILL REQUIRE THE APPROVAL OF THE CITY OF ORMOND BEACH LANDSCAPE ARCHITECT.
10. SITE INFORMATION:

ZONING: SR - SUBURBAN RESIDENTIAL DEVELOPMENT

TOTAL LOTS 12

MINIMUM SETBACKS

FRONT = 30'
SIDE = 10' WITH 30 COMBINED
REAR = 30'

ABBREVIATIONS

CONC.	=	CONCRETE
D.&U.E.	=	DRAINAGE & UTILITY EASEMENT
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FPRN	=	FLORIDA PERMANENT REFERENCE NETWORK
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PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
RTK	=	REAL TIME KINEMATICS
R/W	=	RIGHT OF WAY
SQ. FT.	=	SQUARE FEET
TYP.	=	TYPICAL

SYMBOLS AND DESCRIPTIONS

⊞	P.R.M. SET 18"X 1/2" IRON ROD WITH DISK MARKED "PRM" LS6994

SHEET 1 OF 2

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ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

PROPERTY DESCRIPTION

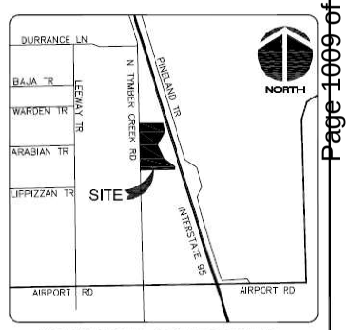
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AS DESCRIBED IN OFFICIAL RECORD BOOK 5761 PAGES 601 THROUGH 604.

PARCEL 5:

THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTERLY OF INTERSTATE 95, EXCEPTING THEREFROM THE SOUTH 1217.0 FEET, AND ALSO EXCEPTING THEREFROM THE WEST 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, BEING IN VOLUSIA COUNTY, FLORIDA, CONTAINING 25.093 ACRES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4"X4" CONC. MONUMENT FOUND AT THE NORTHWEST CORNER OF SECTION 24 TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID SECTION 24 N 87°12'56" E 1363.11 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, THENCE RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID TIMBER CREEK ROAD N 01°06'33" W 1217.67 FEET TO AN IRON ROD AND CAP MARKED LB6883 FOUND AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THEN CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID TYMBER CREEK ROAD N 01°06'33" W 1504.46 FEET TO A POINT, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID PROPERTY N 88°57'55" E 713.27 FEET TO A IRON ROD AND CAP MARKED LB8179 SET ON THE WESTERLY RIGHT-OF-WAY OF INTERSTATE-95 VARIABLE WIDTH RIGHT-OF-WAY, THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE-95; THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE 95 THE FOLLOWING FIVE (5) COURSES AND DISTANCES 1) S 15°53'39" E 305.26 FEET TO AN IRON ROD AND CAP MARKED LS3464, 2) S 30°46'55" W 371.37 FEET TO A CONCRETE MONUMENT MARKED LS3464, 3) S 16°53'39" E 550.03 FEET TO A CONCRETE MONUMENT MARKED LS3464, 4) S 53°45'51" E 374.95 FEET TO A 4"X4" CONCRETE MONUMENT MARKED PSM5072, 5) S 15°54'53" E 123.56 FEET TO 4"X4" CONCRETE MONUMENT MARKED LS3464 FOUND AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING ALONG THE SOUTHERLY LINE OF SAID PROPERTY S 87°53'56" W 1081.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.172 ACRES OF LAND MORE OR LESS



VICINITY MAP (NOT TO SCALE)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PAYLIN TYMBER 1 AND 2, LLC, BEING THE OWNER OF THE LANDS DESCRIBED AND SHOWN ON THIS PLAT ENTITLED "ENCLAVE SUBDIVISION", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES SHOWN HEREON, AND DEDICATES ALL STREETS, PUBLIC DRAINAGE EASEMENTS, GREENBELT BUFFER AND RIGHT-OF-WAYS TO THE CITY OF ORMOND BEACH, A FLORIDA MUNICIPAL CORPORATION.

IN WITNESS THEREOF, TREY PAYTAS - MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED, SIGNED, SEALED AND ATTESTED TO BY THE PERSONS NAMED BELOW;
ON THIS _____ DAY OF _____, 2023

PAYLIN TYMBER 1 AND 2, LLC

BY: _____
TREY PAYTAS – MANAGER

SIGNED AND SEALED
IN THE PRESENCE OF:

_____ _____
PRINTED NAME

_____ _____
PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2023 TREY PAYTAS - MANAGER OF PAYLIN TYMBER 1 AND 2, LLC PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN.
HE IS PERSONALLY KNOWN TO ME, OR PRODUCED _____ AS IDENTIFICATION.

_____

SEAL: _____
PRINTED NAME

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES
COMMISSION NUMBER:

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ THIS PLAT WAS APPROVED BY THE CITY ENGINEER, CITY OF ORMOND BEACH.

BY _____
ALEX SCHUMANN, CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE _____ DAY OF _____ 2023.

_____
CLERK OF THE COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023 THIS PLAT WAS APPROVED.

BY _____
RANDAL A. HAYES, CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023 THIS PLAT WAS APPROVED BY THE CITY OF ORMOND BEACH.

BY: _____
BILL PARTINGTON, MAYOR

ATTEST: _____ _____, CITY CLERK

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SHOWN HEREON, AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE INFORMATION SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177.061. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) CONCERNING THE "PERMANENT REFERENCE MONUMENTS", THAT THE LAND SHOWN HEREON LIES WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.

Joseph Jay Wooldridge — Digitally signed by Joseph Jay Wooldridge Date: 2023.07.25 17:57:22 -04'00'

JOSEPH JAY WOOLDRIDGE, PSM NUMBER 6994
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490

CERTIFICATE OF SURVEYOR AND MAPPER REVIEWING THIS PLAT FOR THE CITY OF ORMOND BEACH

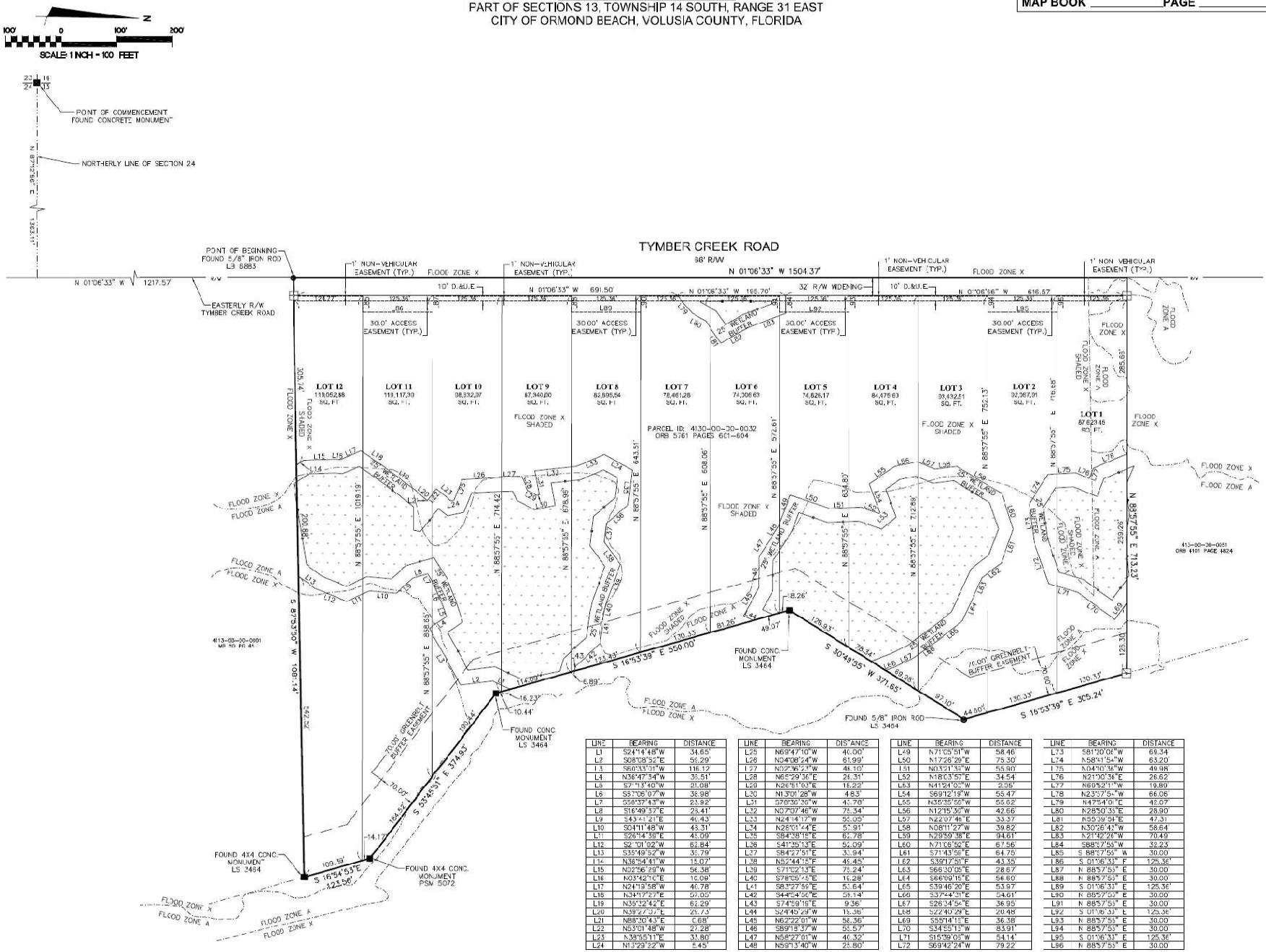
I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND THAT I HAVE REVIEWED THIS SURVEY AND PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____
CITY REGISTERED SURVEYOR
SURVEYOR'S NAME, LICENSE NUMBER
SURVEYOR'S COMPANY
COMPANY ADDRESS

ENCLAVE SUBDIVISION

PART OF SECTIONS 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____



LINE	BEARING	DISTANCE
L1	S24°14'48"W	34.65'
L2	S08°05'52"E	55.29'
L3	S80°33'31"W	116.12'
L4	N36°47'34"W	35.51'
L5	S7°13'40"W	21.08'
L6	S57°06'07"W	38.98'
L7	S56°37'43"W	23.92'
L8	S16°49'37"E	23.41'
L9	S43°11'21"E	46.43'
L10	S04°11'48"W	43.31'
L11	S26°14'39"E	48.09'
L12	S2°01'02"W	62.84'
L13	S35°49'52"W	35.79'
L14	N36°54'41"W	15.07'
L15	N02°56'29"W	56.38'
L16	N03°42'10"E	16.09'
L17	N24°19'58"W	40.78'
L18	N34°17'27"E	57.00'
L19	N35°32'42"E	62.29'
L20	N39°27'07"E	25.73'
L21	N88°20'43"E	0.68'
L22	N53°01'48"W	27.28'
L23	N38°55'11"E	33.80'
L24	N13°29'22"W	5.45'

LINE	BEARING	DISTANCE
L25	N69°47'10"W	40.00'
L26	N04°08'24"W	61.99'
L27	N02°56'29"W	46.10'
L28	N65°29'36"E	26.31'
L29	N26°51'03"E	18.22'
L30	N13°01'28"W	4.83'
L31	S76°30'26"W	43.78'
L32	N07°07'46"W	75.34'
L33	N24°14'17"W	50.05'
L34	N26°01'44"E	57.91'
L35	S84°38'18"E	62.78'
L36	S41°35'13"E	52.09'
L37	S84°27'51"E	53.94'
L38	N52°44'15"E	45.45'
L39	S71°02'13"E	73.24'
L40	S78°05'45"E	16.28'
L41	S83°27'55"E	53.64'
L42	S44°54'56"E	59.14'
L43	S74°59'16"E	9.36'
L44	S24°40'29"W	15.36'
L45	N62°22'01"W	56.36'
L46	S89°18'37"W	55.57'
L47	N58°27'01"W	40.32'
L48	N59°13'40"W	23.80'

LINE	BEARING	DISTANCE
L49	N71°05'51"W	58.46'
L50	N17°26'29"E	75.30'
L51	N01°21'32"W	55.90'
L52	N18°03'57"E	34.54'
L53	N41°24'02"W	2.05'
L54	S69°12'19"W	55.47'
L55	N35°35'50"W	55.62'
L56	N12°15'30"W	42.66'
L57	N22°07'46"E	33.37'
L58	N08°11'27"W	39.82'
L59	N29°59'38"E	94.61'
L60	N71°06'52"E	67.56'
L61	S71°43'58"E	64.75'
L62	S39°17'51"E	43.35'
L63	S66°30'05"E	28.67'
L64	S66°09'15"E	56.60'
L65	S39°46'20"E	53.97'
L66	S37°44'31"E	54.61'
L67	S26°34'54"E	36.95'
L68	S22°40'29"E	20.48'
L69	S55°14'12"E	36.38'
L70	S34°55'13"W	83.91'
L71	S15°39'08"W	54.14'
L72	S69°42'24"W	79.22'

LINE	BEARING	DISTANCE
L73	S81°20'06"W	69.34'
L74	N58°41'54"W	63.20'
L75	N04°10'36"W	49.98'
L76	N21°00'36"E	26.62'
L77	N66°52'11"W	19.89'
L78	N23°37'54"W	66.06'
L79	N47°54'07"E	42.07'
L80	N28°50'33"E	28.90'
L81	N55°39'51"E	47.31'
L82	N30°26'42"W	58.64'
L83	N21°42'26"W	70.49'
L84	S88°57'55"W	32.23'
L85	S 88°57'55" W	30.00'
L86	S 01°06'33" E	125.36'
L87	N 88°57'55" E	30.00'
L88	N 88°57'55" E	30.00'
L89	S 01°06'33" E	125.36'
L90	N 88°57'55" E	30.00'
L91	N 88°57'55" E	30.00'
L92	S 01°06'33" E	125.36'
L93	N 88°57'55" E	30.00'
L94	N 88°57'55" E	30.00'
L95	S 01°06'33" E	125.36'
L96	N 88°57'55" E	30.00'

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

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SYMBOLS AND DESCRIPTIONS

P.R.M. SET 16" X 1/2" IRON ROD WITH DISK MARKED "PRM" LS6694

DENOTES WETLAND AREAS

SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

ENCLAVE

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

DEVELOPER:
PAYTAS HOMES, INC.
794 SANDERS ROAD, SUITE 1
PORT ORANGE, FL 32129
PHONE NUMBER: (385) 756-0439
FAX NUMBER: (386) 304-3308
CONTACT PERSON: TREY PAYTAS
e-mail: tpaytas@paytashomes.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: RANDY HUDAK, P.E
e-mail: rhudak@zevcohen.com

SURVEYOR:
GEOPOINT SURVEYING, INC.
555 WINDERLY PLACE, SUITE 120
MAITLAND, FL 32751
PHONE NUMBER: (321) 270-0440
FAX NUMBER: (813) 248-2266
CONTACT PERSON: JAMIE LEVINER, P.S.M./V.P.
e-mail: jamie.leviner@geopointsurvey.com

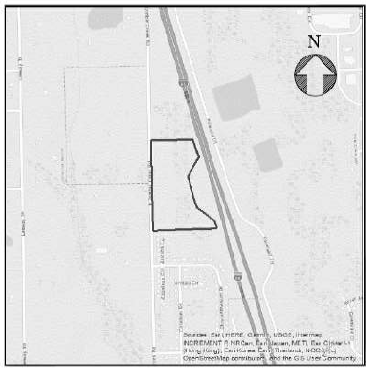
LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, R.A
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE CONSTRUCTION OF RIGHT OF WAY IMPROVEMENTS TO SERVE 12 RESIDENTIAL LOTS.

SITE INFORMATION:

SITE ADDRESS:	475 N TYMBER CREEK ROAD
PROJECT AREA:	26.172 AC
TAX PARCEL I.D. #:	14-31-13-00-00-0032
EXISTING ZONING:	PRD
PROPOSED ZONING:	SR
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	SING F AMILY RESIDENTIAL
EXISTING FUTURE LAND USE	SLDR
UNIT/LOT COUNT:	12 LOTS
UNIT/LOT DENSITY:	0.458 UNITS/ACRE
SETBACKS:	
FRONT:	30 FT
SIDE:	10 FT TOTAL 30'
REAR:	30 FT
MINIMUM LOT AREA:	1 ACRE
MINIMUM LOT WIDTH:	100'
MAXIMUM BUILDING LOT COVERAGE	35%
MAXIMUM IMPERVIOUS COVERAGE	75%
MAXIMUM BUILDING HEIGHT	35 FT
UTILITIES:	WATER BY CITY OF ORMOND BEACH, SEWER SHALL BE SEPTIC SYSTEM



VICINITY MAP
SCALE: 1" = 1000'

ZONING MAP
SCALE: 1" = 400'
CURRENT ZONING FOR THIS SITE IS: PRD

SOILS MAP
SCALE: 1" = 400'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:

8:	BASINGER FINE SAND, DEPRESSIONAL	34:	MYAKKA-ST. JOHNS COMPLEX
14:	CASSIA FINE SAND	47:	PITS
24:	FLAVALENTE	49:	POMONA FINE SAND
30:	IMMOKALEE SAND, DEPRESSIONAL	50:	POMONA FINE SAND, DEPRESSIONAL
32:	MYAKKA FINE SAND	51:	POMONA-ST. JOHNS COMPLEX

FLOOD ZONE MAP
SCALE: 1" = 400'
THE PROPERTY LIES IN:
FLOOD ZONE "X" AND FLOOD ZONE "A" AND A REGULATORY FLOODWAY PER FEMA MAP #12127C0194D DATED 02/19/2014.

SHEET INDEX:

C1	COVER SHEET
C2	CONSTRUCTION NOTES
C3	CONSTRUCTION AND SWPPP NOTES
C4	DEMOLITION & EROSION CONTROL PLAN
C5	OVERALL DEVELOPMENT PLAN
C6	SITE LAYOUT & UTILITY PLAN
C7	PAVING, GRADING & DRAINAGE PLAN
C8-C9	CONSTRUCTION DETAILS
C10	TYPICAL LOT LAYOUT EXHIBIT
TP1-TP3	TREE PROTECTION PLAN & DETAILS

LEGAL DESCRIPTION:

PARCEL 1: (NOT INCLUDED IN THIS SURVEY)
THE SOUTHWEST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, ALSO SUBJECT TO AN EASEMENT OVER AND UPON THE SOUTHERLY 25 FEET THEREOF, ALSO EXCEPTING THEREFROM, A PORTION FROM THE WEST ONE QUARTER (1/4) OF SAID SECTION 24, AS THE POINT OF BEGINNING, RUN NORTH 01°56'27" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.26 FEET, THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°19'45" EAST A DISTANCE OF 1348.82 FEET; THENCE SOUTH 01°27'18" EAST A DISTANCE OF 100.17 FEET TO A POINT ON THE SOUTH LINE OF NORTHWEST ONE QUARTER (1/4) OF SAID SECTION 24; THENCE FOLLOWING SAID SOUTH LINE SOUTH 87°31'05" WEST A DISTANCE OF 1347.82 FEET TO WEST ONE QUARTER (1/4) OF SECTION 24 AND POINT OF BEGINNING.

PARCEL 5:
THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTERLY OF INTERSTATE 95, EXCEPTING THEREFROM THE SOUTH 1217.0 FEET AND ALSO EXCEPTING THEREFROM THE WEST 33 FEET IN HULL ROAD A 66 FOOT STREET AS NOW LAID OUT, BEING N VOLUSIA COUNTY, FLORIDA.

PARCEL 8: (NOT INCLUDED IN THIS SURVEY)
A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE EAST ONE QUARTER (1/4) OF SAID SECTION 23, RUN NORTH 01°56'27" WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 19.29 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 01°56'27" WEST ALONG SAID EAST LINE A DISTANCE OF 2656.66 FEET TO THE NORTHEAST CORNER OF SAID SECTION 23, THENCE SOUTH 87°52'34" WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 197.43 FEET, THENCE DEPARTING SAID LINE, RUN SOUTH 01°56'27" EAST A DISTANCE OF 2515.42 FEET, THENCE NORTH 88°19'45" EAST, A DISTANCE OF 197.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL: (NOT INCLUDED IN THIS SURVEY)
A PORTION OF THE SOUTH-WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24, THENCE NORTH 0C°52'02" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.22 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE PER OFFICIAL RECORDS BOOK 3252, PAGE 10 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE NORTH 89°24'23" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1264.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°24'23" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 66.00 FOOT WIDE RIGHT-OF-WAY, THENCE NORTH 00°45'48" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 25.00 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 44°19'08" WEST A DISTANCE OF 35.30 FEET TO THE POIN" OF BEGINNING

PARCEL 2: (NOT INCLUDED IN THIS SURVEY)
THE NORTHWEST 1/4 OF THE NORTHWEST OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 87°31'58" EAST ALONG THE NORTH LINE OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1297.11 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH TYMBER CREEK ROAD; THENCE SOUTH 01°53'40" EAST ALONG SAID WEST RI LINE, A DISTANCE OF 1288.23 FEET; THENCE SOUTH 88°32'17" WEST A DISTANCE OF 1295.97 FEET TO THE WEST L SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE NORTH 01°56'27" WEST ALONG SAID WEST LINE OF SE DISTANCE OF 1258.30 FEET TO THE POINT OF BEGINNING.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ZEV COHEN
& ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
www.zevcohen.com

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

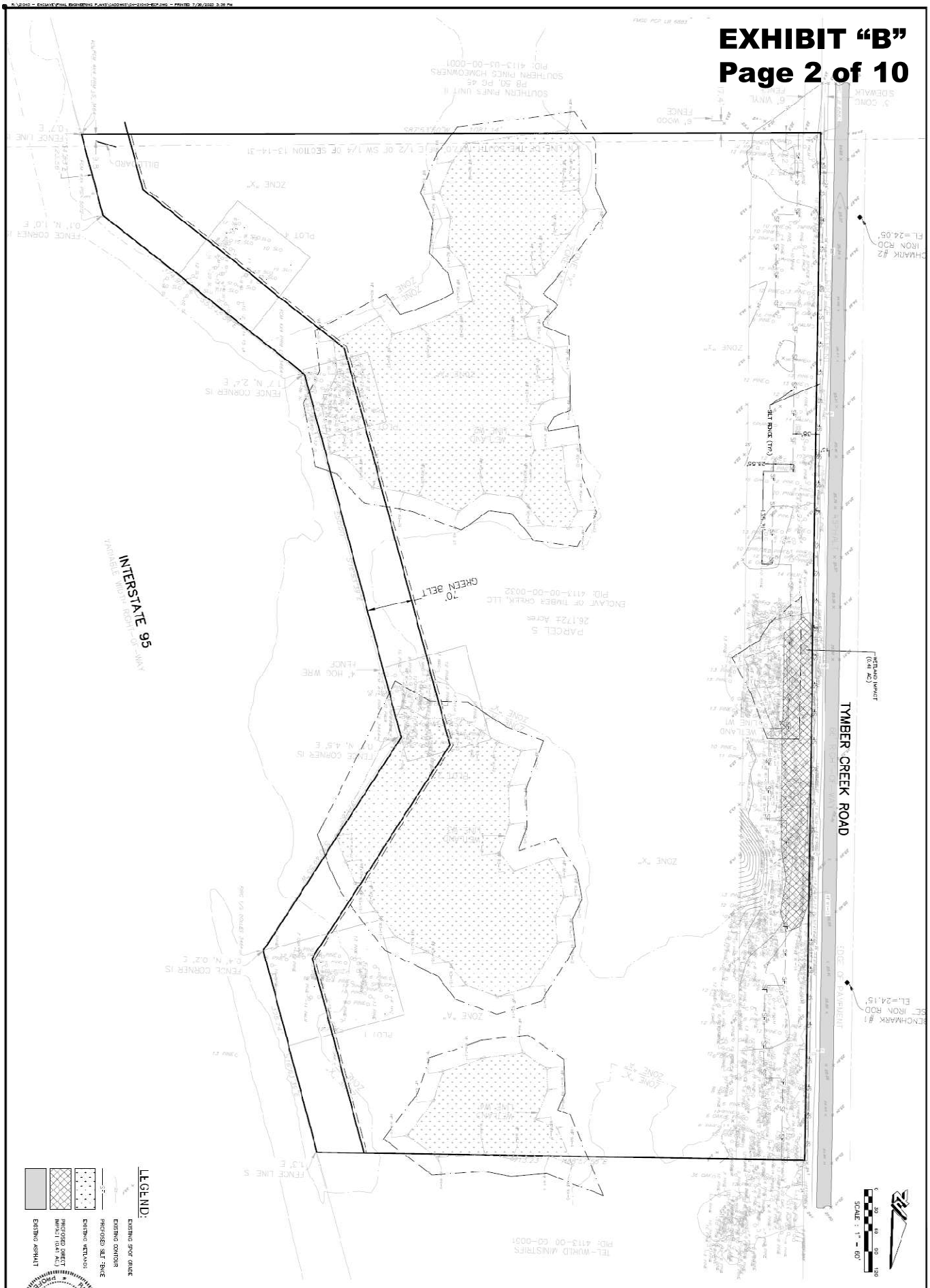
NO	DATE	BY	SUBMITTALS / REVISIONS
1	12/2023	EEB	REVISED PER CITY COMMENTS DATED 9/4/25

ENCLAVE
FINAL ENGINEERING PLANS
COVER SHEET
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZD 21048
DESIGNED BY: RH
DRAFTED BY: DM
CHECKED BY: RH
DRAWING # P:\21048\COV

RANDY M. HUDAK
LICENSE
No PE65053
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET C1 OF 10



ENCLAVE
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

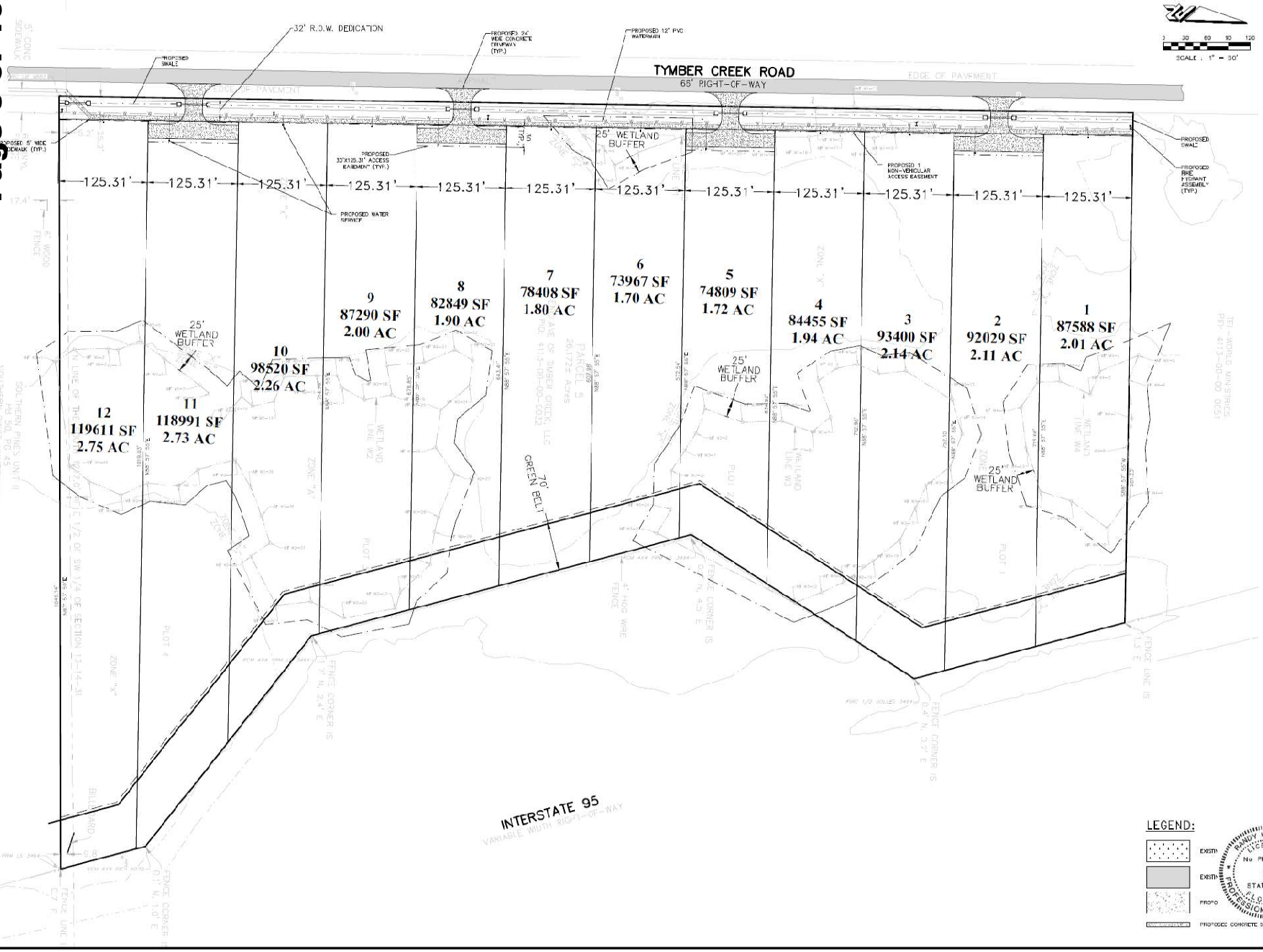
NO.	DATE	BY	SUBMITTALS / REVISIONS
1	7/26/23	EEB	REVISED PER COUNTY COMMENTS DATED 6/14/23

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.

DRAWN: R.E.B. DW/SHEET
CHECKED BY: RH
DESIGNED BY: RH
DRAFTED BY: CM
PROJECT NO. 22-1043

SHEET C4 OF 10



LEGEND:

EXISTING CONCRETE

EXISTING ASPHALT

PROPOSED ASPHALT

PROPOSED CONCRETE SIDEWALK

ZEV COHEN & ASSOCIATES, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	7/26/23	ZEB	REVISIONS PER COUNTY COMMENTS (WITHDRAWN)

ENCLAVE
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

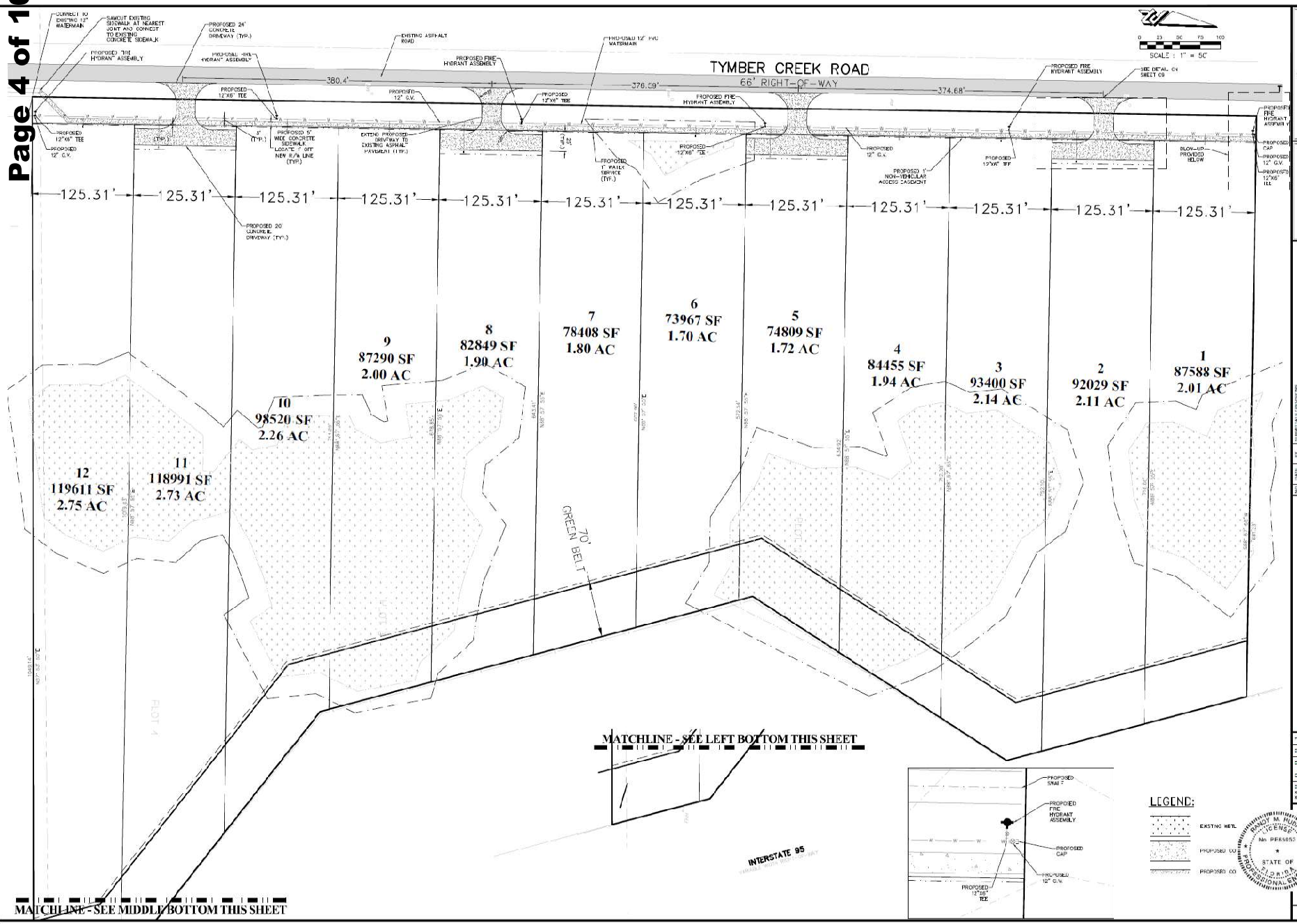
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC-11048
DESIGNED BY: RH
DRAFTED BY: GM
CHECKED BY: RH
DRAWING FILE: 05-2045-00P
XREFS: 210-E_BASE.DWG
XREFS: 210-E_SURF.DWG

RANDY M. HUDAK LICENSE No. PE 65050 STATE OF FLORIDA PROFESSIONAL ENGINEER

RANDY M. HUDAK, P.E. No. 65050
NOT VALID WITHOUT SEAL

SHEET: C5 OF 10



ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ENCLAVE
FINAL ENGINEERING PLANS
SITE LAYOUT & UTILITY PLAN

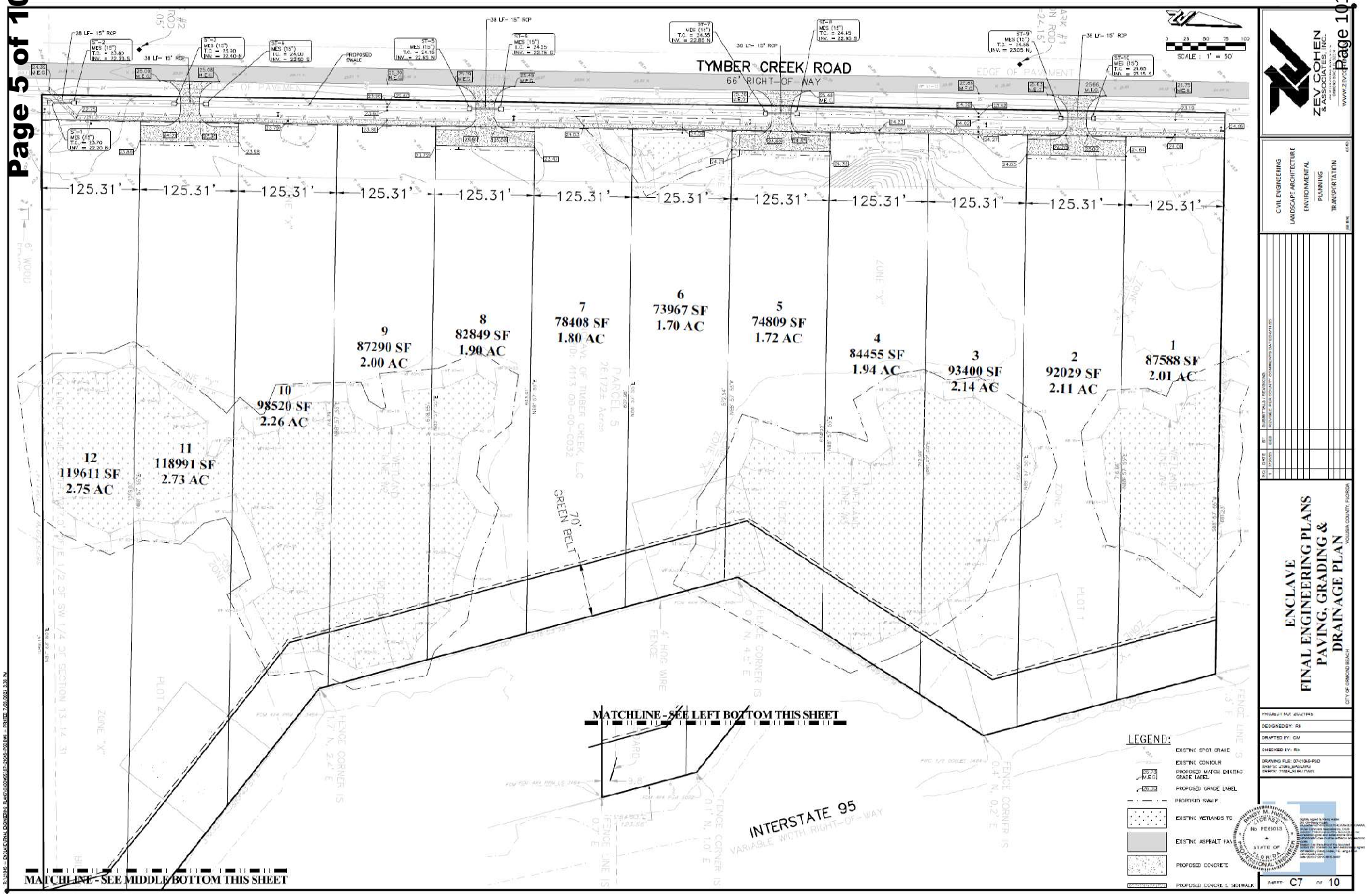
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH

DRAWING FILE: 06-21048-0SS
XREFS: 21048_BASE.DWG
XREFS: 21048_SURV.DWG

STATE OF FLORIDA
LICENSED
No. PE65053
PROFESSIONAL ENGINEER
RANDY M. HUDAK

SHEET C6 OF 10

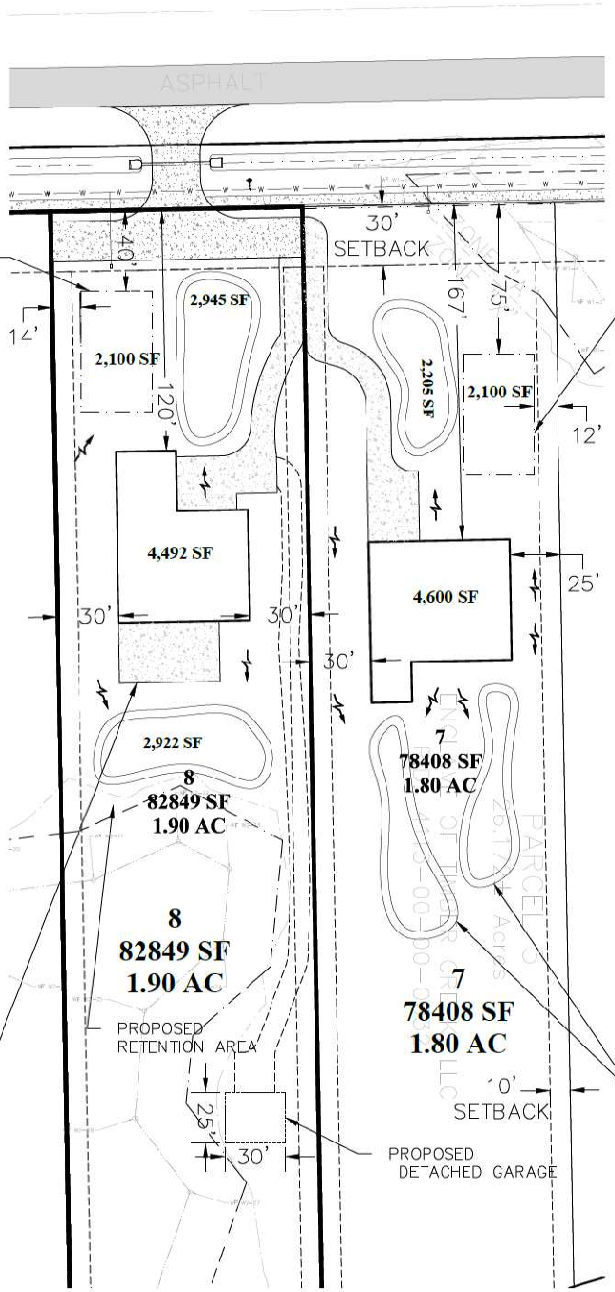


ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ENCLAVE
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH

SHEET C7 OF 10



0 15 30 45 60
SCALE : 1" = 30'

LEGEND:

FLOW DIRECTION

PROPOSED CONCRETE

ZEVCOHEN & ASSOCIATES INC

Project Name: ENCLAVE
Project No.: ZC 21045
Date: July 26, 2023
By: EEB
Description: DRAINAGE CALCULATIONS

ENCLAVE - LOT 8
Retention Basin Calculation
Total Lot Area = 82849 S.F.
Project Area = 59787
Impervious Area = 8449 S.F.
% Impervious = (8449/59787) x 100 = 14.13%

Required Retainage

1" over Project Area
(59787 SF X 1"= 4982CF)

Retainage Provided (Pond 1)

Elevation	Area (sf)	Area (ac)	Volume (cf)	Volume (ac-ft)
23.0	2,057	0.047	0	0
24.0	2,922	0.067	2,490	0.057

Retainage Provided (Pond 2)

Elevation	Area (sf)	Area (ac)	Volume (cf)	Volume (ac-ft)
23.0	2,112	0.048	0	0
24.0	2,945	0.068	2,528	0.058

Total Storage Volume Provided = 5,018 CF

ZEVCOHEN & ASSOCIATES INC

Project Name: ENCLAVE
Project No.: ZC 21045
Date: July 13, 2023
By: EER
Description: DRAINAGE CALCULATIONS

ENCLAVE - LOT 7
Retention Basin Calculation
Total Lot Area = 78408 S.F.
Project Area = 59799
Impervious Area = 7199 S.F.
% Impervious = (7199/59799) x 100 = 12.04%

Required Retainage

1" over Project Area
(59799 SF X 1"= 4983CF)

Retainage Provided (Pond 1)

Elevation	Area (sf)	Area (ac)	Volume (cf)	Volume (ac-ft)
23.0	1,567	0.036	0	0
24.0	2,560	0.059	2,064	0.047

Retainage Provided (Pond 2)

Elevation	Area (sf)	Area (ac)	Volume (cf)	Volume (ac-ft)
23.0	1,198	0.028	0	0
24.0	2,082	0.048	1,640	0.038

Retainage Provided (Pond 3)

Elevation	Area (sf)	Area (ac)	Volume (cf)	Volume (ac-ft)
23.0	1,470	0.034	0	0
24.0	2,206	0.051	1,838	0.042

Total Storage Volume Provided = 5,512 CF

ZEVCOHEN & ASSOCIATES INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

No.	DATE	BY	SUBMITTALS / REVISIONS
1	7/26/23	EEB	REVISED PER COUNTY COMMENTS DATED 6/14/23

ENCLAVE
FINAL ENGINEERING PLANS
TYPICAL LOT LAYOUT EXHIBIT
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 21045
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH
DRAWING FILE: SP-LOT-EXH

RANDY M. HUDAK LICENSE No PE65053 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Randy Hudak
DN: C=Randi Hudak
Location: Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
Reason: I am the author of this document
Contact info: This item has been electronically signed and sealed by Randy Hudak, P.E. using a SHA authentication code.
Date: 2023.07.26 15:45:58 -04'00'

SHEET C10 OF 10

EXHIBIT "B"
Page 7 of 10

NO	DATE	BY	SUBMITTALS / REVISIONS
1	7/26/23	EEB	REVISED PER COUNTY COMMENTS DATED 6/14/23

ENCLAVE
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZO 21045
DESIGNED BY: DMB
DRAWN BY: DMB
CHECKED BY: EEB
DRAWING FILE: 21045_TP
XREFS: 21045_BORDER2

SHEET: TP1 OF 3

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

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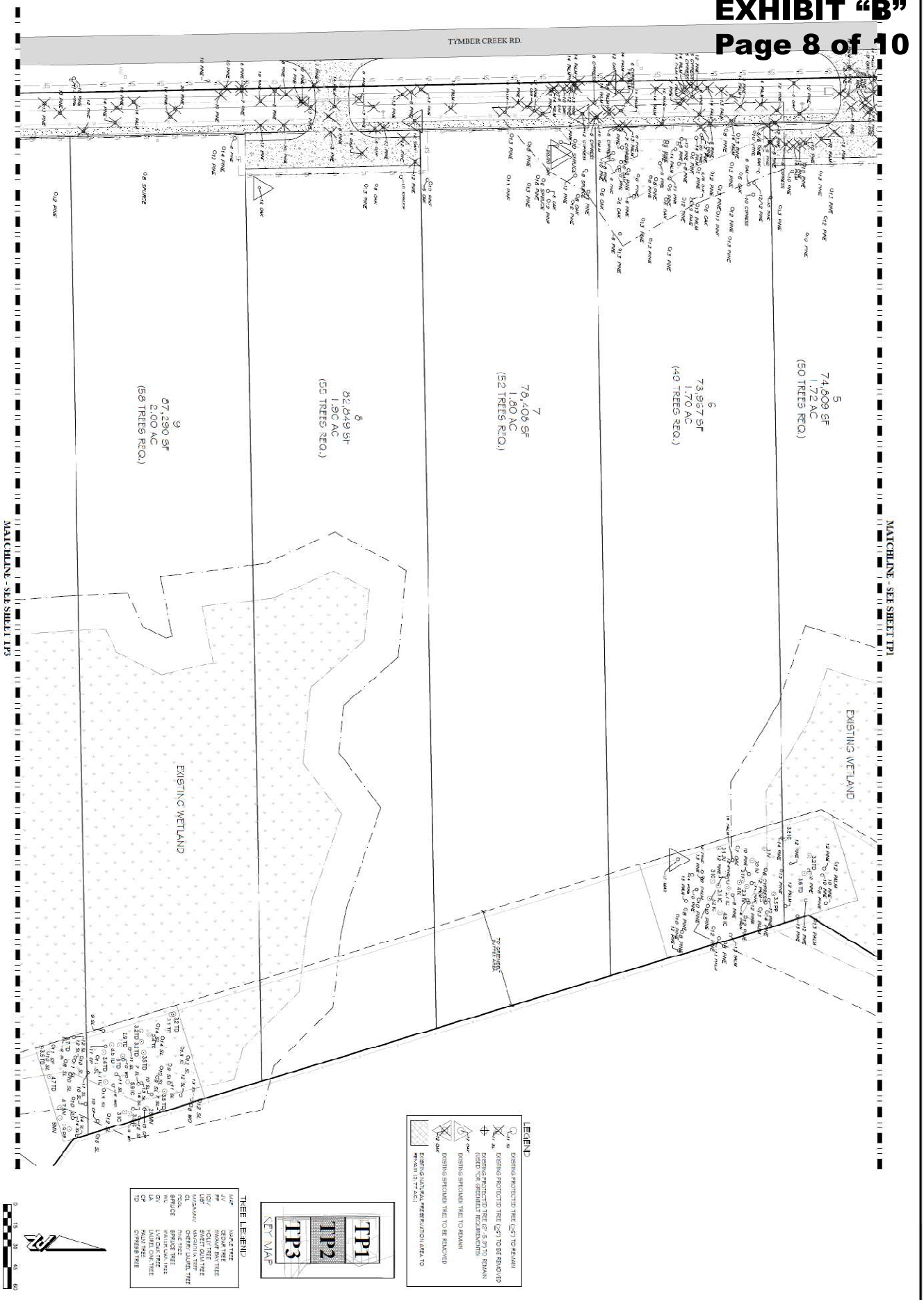
www.zevcohen.com



ENCLAVE
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

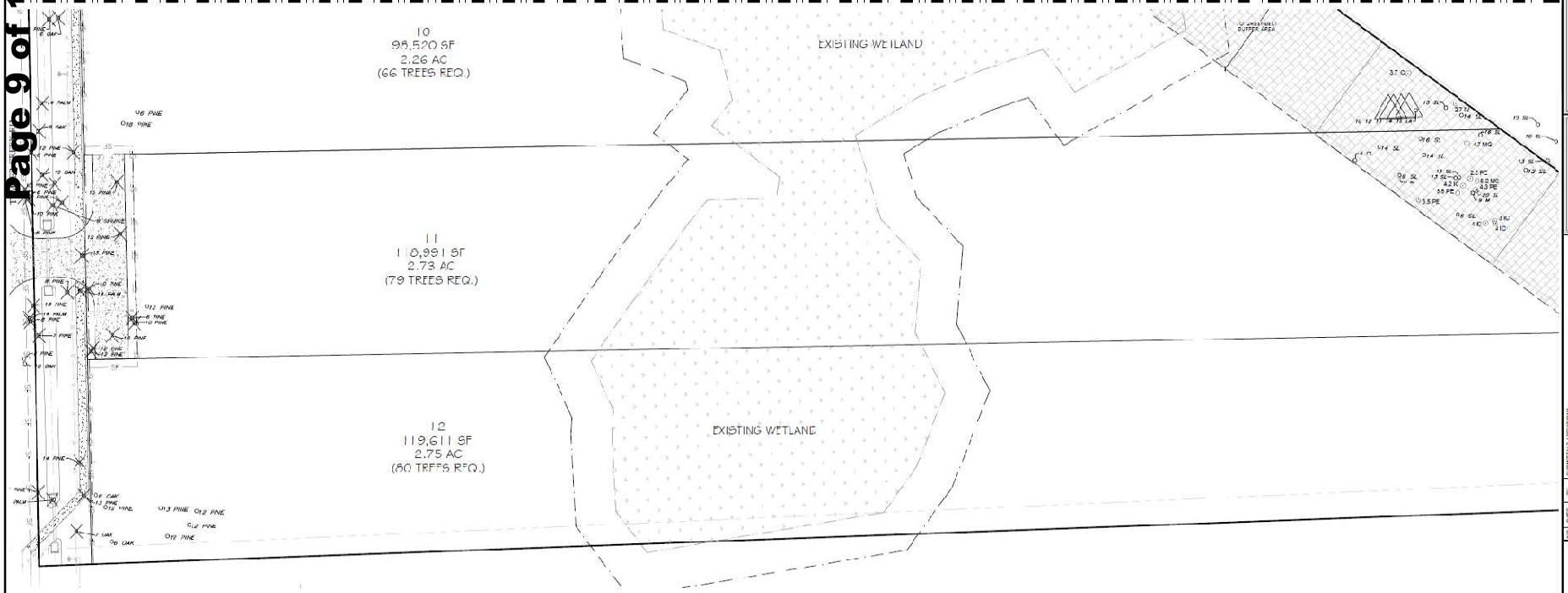
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	7/26/23	EEB	REVISED PER COUNTY COMMENTS DATED 6/14/23

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.

SHEET: TP2 OF 3



PROTECTED TREE CALCULATIONS - FORM 'A'

1. Number of protected trees to be removed due to impervious construction. — 79 trees
2. Remainder of protected trees to be removed due to other construction. (Table 3-1) — 181 trees
3. Calculate preserved tree density. Divide preserved protected trees by total area (24.68 ac.). — 159 trees/ac

   Tree density less than 50 trees/acre, proceed to #4.

   or

   Tree density more than 50 trees/acre, proceed to #5.

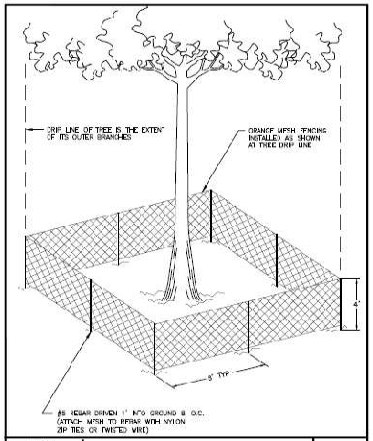
4. Enter number of trees from line #1: 2 ÷ 2 = NA

   Enter number of trees provided in #2. + NA

   Protected tree mitigation total (2 ½" caliper tree minimum) Total = NA

5. Protected tree mitigation total
   Enter number of trees from line #2 (2 ½" caliper tree minimum) Total = *181

*In lieu of planting 181 trees, Mitigation shall occur within the Greenbelt Buffer and remaining lot area.



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
INDEX 1.8-4
MAY 2023

* SILT FENCE LOCATION SHALL ACT AS TREE BARRICADE LIMITS UNLESS CITY LANDSCAPE ARCHITECT FIELD VERIFIES/IDENTIFIES AREAS OF CONCERN.

SPECIMEN TREE CALCULATIONS - FORM 'B'

SPECIMEN TREES BEING REMOVED

Caliper	Variety	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea	Tree fund total
12	Oak	2	1	2	$ 307.00	$ 614.00
10	Cypress	1	1	1	$ 307.00	$ 307.00
32	Oak	1	6	6	$ 2,036.00	$ 2,036.00
			TOTAL MITIGATION REQUIRED	9	TOTAL	$ 2,957.00

SPECIMEN TREES BEING SAVED

Caliper	Variety	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea	Tree fund total
12	Oak	3	1	3	$ 307.00	$ 921.00
18	Oak	2	1	2	$ 360.00	$ 720.00
13	Magnolia	1	1	1	$ 320.00	$ 320.00
14	Oak	1	1	1	$ 418.00	$ 418.00
15	Oak	1	2	2	$ 400.00	$ 400.00
16	Oak	1	2	2	$ 346.00	$ 346.00
26	Oak	2	3	6	$ 853.00	$ 1,706.00
			TOTAL CREDITS	17	TOTAL	$ (5,151.00)
			TOTAL MITIGATION REQUIRED	9		$ 2,957.00
			TOTAL CREDITS PROVIDED	17		$ (5,151.00)
			4 1/2" CAL. Trees to plant	-6	or Donation of	$ -

LEGEND

- EXISTING PROTECTED TREE (≥24") TO REMAIN
- EXISTING PROTECTED TREE (≥24") TO BE REMOVED
- EXISTING PROTECTED TREE (21"-23.99") TO REMAIN (USED FOR GREENBELT REQUIREMENTS)
- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING NATURAL PRESERVATION AREA TO REMAIN (7.77 AC)

TREE LEGEND

MAP	MAPLE TREE
AV	CEDAR TREE
PP	SWAMP BAY TREE
HO/V	HOLLY TREE
LIST	SWEET GUM TREE
MAG/MMV	MAGNOLIA TREE
CL	CHERRY LAUREL TREE
PE/AL	PINE TREE
SPRUCE	SPRUCE TREE
WO	WATER OAK TREE
QV	LIVE OAK TREE
LA	LAUREL OAK TREE
CP	PALM TREE
TD	CYPRESS TREE

TP1
TP2
TP3
KEY MAP

0 15 30 60 90
SCALE : 1" = 30'

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTAL/REVISIONS
1	10/6/23	JES	REVISED PER COUNTY COMMENTS DATED 9/14/23

ENCLAVE
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

CITY OF DELRAY BEACH — PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2021045
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 2045 TP
XREFS: 21DR_BASE.DWG
XREFS: 21DR_SURF.DWG

SHEET TP3 OF 3

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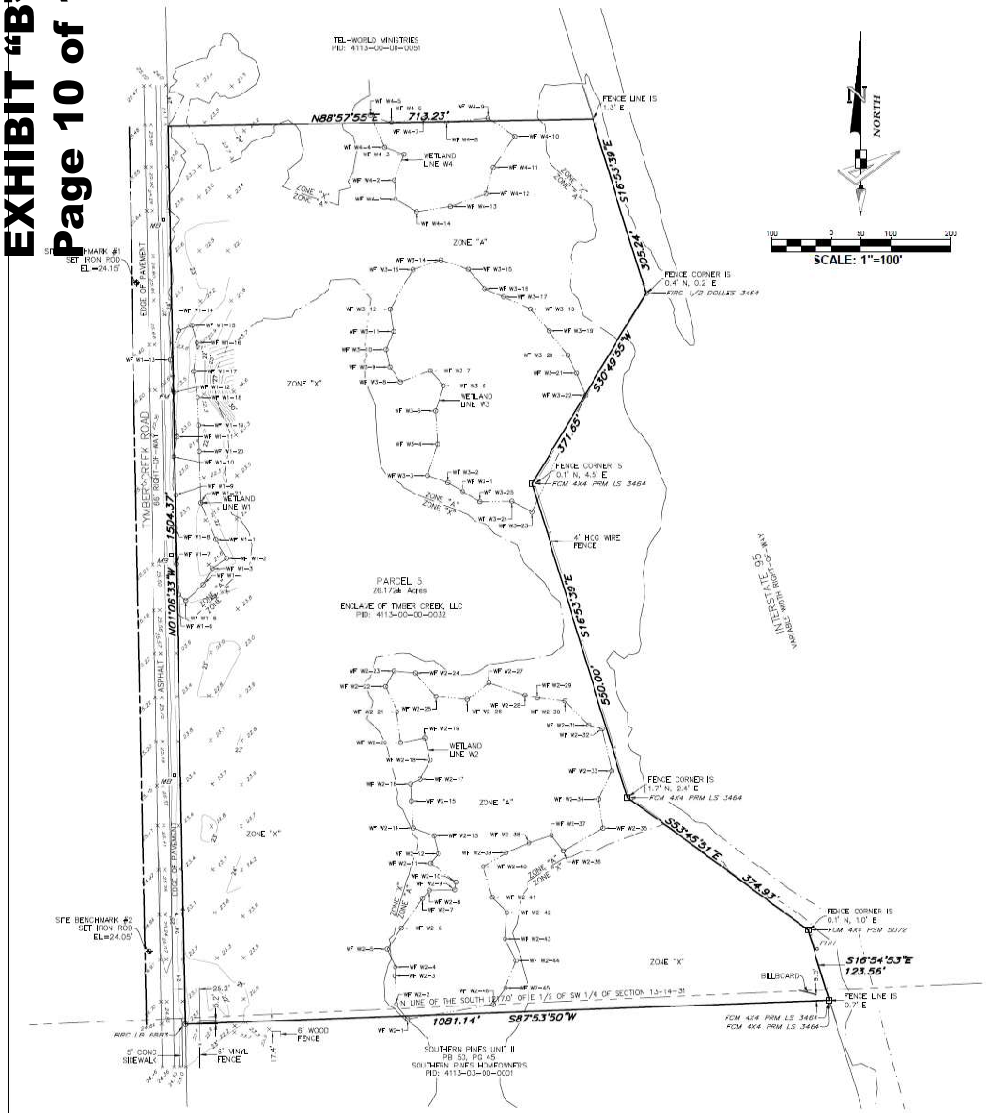


LEGEND

O.R.	Official Records Book	FM	Buried Force Main Warning Marker
PB	Plat Book	FO	Buried Fiber Optic Warning Marker
PG	Page(s)	FPH	Fiber Optic Handhole
NAVD88	North American Vertical Datum of 1988	MB	Mail Box
PID	Property Identification Number		Sign
SIR	Set 1/2" Iron Rod LB7768		Wetland Line
SNDD	Set Mag Nail & Disk LB7768		Contour Line
RRC	Found Iron Rod & Cap		
FCM	Found Concrete Monument		
P.R.M.	Permanent Reference Monument		
R/W	Right-of-Way		
WF	Wetland Flag		

LEGAL DESCRIPTION:

PARCEL 1: (NOT INCLUDED IN THIS SURVEY)
The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out, also subject to an easement over and upon the Southerly 25 feet thereof also excepting therefrom, a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 110.25 feet, thence departing said West line, run North 88°10'46" East a distance of 1318.62 feet; thence South 01°57'16" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning.

PARCEL 5:
The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1317.1 feet and also excepting therefrom the West 33 feet in Hull Road, a66 foot street as now lac out being in Vousia County Florida.

PARCEL B: (NOT INCLUDED IN THIS SURVEY)
A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows

From the East one quarter (1/4) of said Section 23, run North 01°56'27 West along the East line of said Section 23 a distance of 110.25 feet to the point of beginning, thence continue North 01°56'27" West along said East line a distance of 2516.00 feet to the Northeast corner of said Section 23, thence South 87°02'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet, thence North 88°10'46" East, a distance of 157.43 feet to the point of beginning.

LESS AND EXCEPT the following parcel (NOT INCLUDED IN THIS SURVEY)
A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24 Township 14 South Range 31 East, Volusia County Florida.

Commence at the Southwest corner of the Northwest 1/4 Of Said Section 24, thence North 00°52'02" West along the West line of said Section 24 a distance of 110.77 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning, thence continue North 89°24'03" East along said right-of-way line a distance of 35.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way, thence North 00°45'48" West along said right of way line a distance of 25.00 feet, thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the Point of Beginning.

PARCEL 2: (NOT INCLUDED IN THIS SURVEY)
The Northwest 1/4 of the Northwest of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East, thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1267.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 01°56'40" East along said West Right of Way line, a distance of 1283.22 feet; thence South 88°32'17" West a distance of 1266.97 feet to the West line of said Section 24, Township 14 South Range 31 East, thence North 01°56'27" West along said West line of Section 24, a distance of 1268.90 feet to the Point of Beginning.

Vicinity Map
Not to Scale

SURVEYOR'S NOTES:

1. Current Easements, rights-of-ways, set back lines, reservations, agreements and other similar matters taken from Chicago Title Insurance Company Commitment for Title Insurance, Order Number: 5103696 with an effective date of January 05, 2021.
2. This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings) utilities, etc.
3. Bearings shown hereon are based on the West line of Section 24 having a Grid bearing of N 01°17'31" W, The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 NAD 83-2011 Adjustment) for the East Zone of Florica.
4. This survey is intended tobe displayed at 1" = 100' or smaller.
5. All dimensions, unless otherwise noted, are survey dimensions in US Survey feet.
6. Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
7. Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey Benchmark "195 J 4", having a published elevation of 47.42 feet (NAVD 88).
8. The subject parcels lie in Flood Zone "X", Flood Zone "A" and a Regulatory Floodway according to Flood Insurance Rate Map, Map No. 12127C0194, for Community Daytona Beach, City of, No. 125099, Community Ormond Beach, City of No. 125135 and Community Volusia County, No. 125155, Volusia County, Florida, dated February 19, 2014 and issued by the Federal Emergency Management Agency (https://msc.fema.gov).
9. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
10. On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
11. This survey meets the maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey (0.07 feet plus 50 parts per million).
12. Subject Parcel has no evidence of construction currently going on or earth moving activities on site.
13. The Surveyor is not aware of any plans to change the existing Right-of-way lines.
14. There are 0 Parking Spaces and 0 Handicap Parking Spaces in the area this survey covers.
15. No buildings were observed on the surveyed property in the process of conducting the fieldwork.

SCHEDULE B II EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. (NOT A SURVEY MATTER)
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable. (NOT A SURVEY MATTER)
3. Standard Exceptions:
   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (NOT A SURVEY MATTER)
   B. Rights or claims of parties in possession not shown by the public records. (NOT A SURVEY MATTER)
   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. (NOT A SURVEY MATTER)
   D. Taxes or assessments which are not shown as existing liens in the public records. (NOT A SURVEY MATTER)
4. Any lier provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. (NOT A SURVEY MATTER)
5. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. (NOT A SURVEY MATTER)
6. Rights of third parties in and to the use of any easements, roads or trails which may cross subject property. (NOT A SURVEY MATTER)
7. Any portion of insured lands underlying Tymber Creek Road. (NOT A SURVEY MATTER)
8. Oil, Gas and Minerals having been reserved in that certain Deed recorded March 2, 1951 in Deed Book 437, Page 21. The Surface Entry Rights with Respect to Oil, Gas and Minerals were released in that certain Release recorded in Official Records Book 2243, Page 1613 and in Official Records Book 2433, Page 1203 and in Official Records Book 2981, Page 991. (AFFECTS, BLANKET IN NATURE)
9. Phosphate, Minerals, Metals and Petroleum Reservations, Road Reservations and rights in favor of the State of Florica, as set forth in the Deed No. 1594 from the Trustees of the Internal Improvement Fund, recorded September 29 1944 in Deed Book 315, Page 79. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (DOES NOT AFFECT)
10. Oil, Gas and Mineral lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 366, Page 40. (DOES NOT AFFECT)
11. Mineral Reservation in favor of the State of Florida as referenced in that certain Oil, Gas and Mineral Lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 366, Page 46. (DOES NOT AFFECT)
12. Right of Way basement in favor of the State of Florida recorded July 3, 1968 in Official Records Book 1021, Page 612. (MAY AFFECT, DOCUMENT IS ILLEGIBLE)
13. Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg recorded February 10, 1988 in Official Records Book 3099, Page 1913. (DO NOT AFFECT)
14. Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg recorded February 10, 1988 in Official Records Book 3099, Page 1914. (DO NOT AFFECT)
15. Ordinance No. 2006-35 recorded October 27, 2006 in Official Records Book 5650, Page 1004. (DOES NOT AFFECT)
16. Ordinance No. 2006-08 recorded August 3, 2006 in Official Records Book 5891, Page 122. (AFFECTS, BLANKET IN NATURE)
17. Development Order recordec August 9, 2006 in Official Recorcs Book 5891, Page 126. (AFFECTS, NOT PLOTTABLE)
18. Ordinance No. 2006-09 recorded April 30, 2007 in Official Records Book 6051, Page 4083. (DOES NOT AFFECT)
19. Development Order recordec April 30, 2007 in Official Records Book 6051, Page 4089. (AFFECTS, BLANKET IN NATURE)
20. Terms and Conditions of the Order Denying Petition for Writ of Certiorari filed in Volusia Case #2018 31943 CICI and recorded June 10, 2020 in Official Records Book 7852, Page 4609. (NOT A SURVEY MATTER)

Certification:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 13, 16, 17 and 19 of Table A thereof. The field work was completed on 5/18/21.

GEOPOINT SURVEYING, INC.

Digitally signed by Judd D. French
DN: cn=Judd D. French, o=GeoPoint Surveying, Inc., email=jfrench@geopointsurvey.com, c=US
Date: 2021.06.11 14:51:36 -04'00'

Judd D. French
Florida Professional Surveyor and Mapper #7066

VERTICAL DATUM: NAVD88

PROJECT: Enclave	
PHASE: ALTA	
DRAWN: MRC DATE: 06/10/21 (REVISED BY: JDF	
FIELD BOOK: 2021-AW	
DATA FILE: ENCLAVE-BNDY(US88)AW	

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE ABOVE ALTA/NSPS SURVEYOR'S CERTIFICATION

DATE OF LAST FIELD SURVEY: June 18, 2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
ENCLAVE OF TIMBER CREEK, LLC
LOCATED IN
Section 13, Township 14 S., Range 31 E.
Volusia County, Florida

GeoPoint Surveying, Inc.
555 Winderly Pl, Suite 120
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 01 of 02

FILE PATH: O:\ENCLAVE OF TOMBER\SURVEY\ENCLAVE_ALTA WITH TOPO.DWG PLOTTED BY: MATTHEW CHEPOUS ON: 6/4/2021 11:09 AM LAST SAVED BY: MATTCHEPOUS ON: 6/4/2021 11:08 AM

ATTACHMENT 3

Final Plat

ENCLAVE SUBDIVISION

475 N. TYMBER CREEK RAOD
SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

GENERAL NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 01°06'33" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, AS NOW SURVEYED AND ESTABLISHED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983(2011), AND WAS ESTABLISHED USING USING GPS RTK OBSERVATIONS WITH FDOT-FPRN BASELINE CORRECTIONS.
2. THE DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.
3. WETLANDS SHOWN HEREON WERE TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY GEOPOINT SURVEYING, INC. DATED 06/10/21.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. LOT CORNERS WILL BE SET AT THE TIME AS REQUIRED BY CHAPTER 177.091(9) FLORIDA STATUTES.
6. THIS PROPERTY LIES WITHIN FLOOD ZONE X, FLOOD ZONE X SHADED AND FLOOD ZONE A. NO BASE FLOOD ELEVATION PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, NFIP FIRM MAP NO. 12127C0192J WITH A REVISED DATE OF FEBRUARY 19, 2014 AND FEMA LOMA CASE NO. 05-04-4559A.
7. THE 10.00 FOOT FRONT LOT UTILITY EASEMENT SHALL PROVIDE THAT SUCH EASEMENT SHALL ALSO BE AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF INTERNET AND CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF INTERNET AND CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION, F.S. 177.091 (28).
8. ACCESS EASEMENT A IS DEDICATED TO THE OWNERS OF LOTS 1 AND 3, ACCESS EASEMENT B IS DEDICATED TO THE OWNERS OF LOTS 4 AND 6, ACCESS EASEMENT C IS DEDICATED TO THE OWNERS OF LOTS 7 AND 9 AND ACCESS EASEMENT D IS DEDICATED TO THE OWNERS OF LOTS 10 AND 12
9. THE GREENBELT EASEMENT ON EACH LOT IS TO REMAIN IN ITS NATURAL STATE. NO TREE REMOVAL IS ALLOWED IN THIS AREA. MAINTENANCE OF THE GREENBELT AREA IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND ANY DISTURBANCE OR CHANGES WILL REQUIRE THE APPROVAL OF THE CITY OF ORMOND BEACH LANDSCAPE ARCHITECT.
10. A ONE (1) FOOT NON-VEHICULAR ACCESS EASEMENT IS HEREBY DEDICATED TO THE COUNTY OF VOLUSIA ALONG THE WESTERLY LINE OF LOTS 1, 3, 4, 6, 7, 9, 10 AND 12.
11. SITE INFORMATION:

ZONING: SR - SUBURBAN RESIDENTIAL DEVELOPMENT

TOTAL LOTS 12

MINIMUM SETBACKS: FRONT = 30'
SIDE = 10' WITH 30 COMBINED
REAR = 30'

PROPERTY DESCRIPTION:

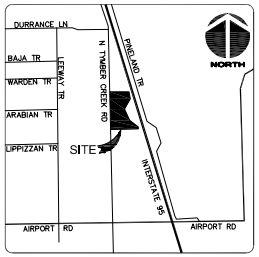
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AS DESCRIBED IN OFFICIAL RECORD BOOK 5761 PAGES 601 THROUGH 604

PARCEL 5:

THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTERLY OF INTERSTATE 95. EXCEPTING THEREFROM THE SOUTH 1217.0 FEET, AND ALSO EXCEPTING THEREFROM THE WEST 33 FEET IN HULL ROAD. A 66 FOOT STREET AS NOW LAID OUT, BEING IN VOLUSIA COUNTY, FLORIDA, CONTAINING 25.093 ACRES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4"X4" CONC. MONUMENT FOUND AT THE NORTHWEST CORNER OF SECTION 24 TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID SECTION 24 N 87°12'56" E 1363.11 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, THENCE RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID TIMBER CREEK ROAD N 01°06'33" W 1217.57 FEET TO AN IRON ROD AND CAP MARKED LB6683 FOUND AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THEN CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID TYMBER CREEK ROAD N 01°06'33" W 1504.46 FEET TO A POINT, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID PROPERTY N 88°57'55" E 713.27 FEET TO A IRON ROD AND CAP MARKED LB8179 SET ON THE WESTERLY RIGHT-OF-WAY OF INTERSTATE-95, VARIABLE WIDTH RIGHT-OF-WAY, THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE-95: THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE 95 THE FOLLOWING FIVE (5) COURSES AND DISTANCES
1) S 16°53'39" E 305.26 FEET TO AN IRON ROD AND CAP MARKED LS3464, 2) S 30°49'55" W 371.67 FEET TO A CONCRETE MONUMENT MARKED LS3464, 3) S 16°53'39" E 550.03 FEET TO A CONCRETE MONUMENT MARKED LS3464, 4) S 53°49'51" E 374.06 FEET TO A 4"X4" CONCRETE MONUMENT MARKED PSM5072, 5) S 16°54'53" E 123.56 FEET TO 4"X4" CONCRETE MONUMENT MARKED LS3464 FOUND AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING ALONG THE SOUTHERLY LINE OF SAID PROPERTY S 87°53'50" W 1081.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.172 ACRES OF LAND MORE OR LESS.



VICINITY MAP (NOT TO SCALE)

ABBREVIATIONS

CONC.	CONCRETE	PG/PGS	PAGE/PAGES
D.&U.E.	DRAINAGE & UTILITY EASEMENT	P.R.M.	PERMANENT REFERENCE MONUMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FPRN	FLORIDA PERMANENT REFERENCE NETWORK	RTK	REAL TIME KINEMATICS
GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM	R/W	RIGHT OF WAY
HOA	HOMEOWNERS ASSOCIATION	SQ. FT.	SQUARE FEET
LB	LICENSED BUSINESS	TYP.	TYPICAL
LS	LICENSED SURVEYOR		

CONSENT AND JOINDER OF MORTGAGEE TO PLAT OF ENCLAVE SUBDIVISION

THE UNDERSIGNED, INTRACOASTAL BANK, THE HOLDER OF THE MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 8650, PAGES 3534 THROUGH 3556 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (THE MORTGAGE DOCUMENT) DOES HEREBY JOIN IN, CONFIRM AND CONSENT TO THE PLAT OF ENCLAVE SUBDIVISION.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS UNDERSIGNED OFFICER, RICHARD S. WELLS, SENIOR VICE PRESIDENT ON THIS _____ DAY OF _____, 2025.

INTRACOASTAL BANK

BY: _____
RICHARD S. WELLS, SENIOR VICE PRESIDENT

SIGNED AND SEALED
IN THE PRESENCE OF:

_____ _____
PRINTED NAME

_____ _____
PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS_____DAY OF_____, 2025 RICHARD S. WELLS, SENIOR VICE PRESIDENT OF INTRACOASTAL BANK PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN.
HE IS PERSONALLY KNOWN TO ME, OR PRODUCED_____AS IDENTIFICATION.

_____
PRINTED NAME

SEAL:

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PAYLIN TYMBER 1 AND 2, LLC, BEING THE OWNER OF THE LANDS DESCRIBED AND SHOWN ON THIS PLAT ENTITLED "ENCLAVE SUBDIVISION", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES SHOWN HEREON, AND DEDICATES TRACT I TO THE COUNTY OF VOLUSIA FOR RIGHT-OF-WAY PURPOSES AND THE GREENBELT BUFFER ON EACH LOT TO THE CITY OF ORMOND BEACH, A FLORIDA MUNICIPAL CORPORATION.

IN WITNESS THEREOF, JAMES W. PAYTAS, III - MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED, SIGNED, SEALED AND ATTESTED TO BY THE PERSONS NAMED BELOW:
ON THIS _____ DAY OF _____, 2025.

PAYLIN TYMBER 1 AND 2, LLC

BY: _____
JAMES W. PAYTAS, III - MANAGER

SIGNED AND SEALED
IN THE PRESENCE OF:

_____ _____
PRINTED NAME

_____ _____
PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS_____DAY OF_____, 2025 JAMES W. PAYTAS, III - MANAGER OF PAYLIN TYMBER 1 AND 2, LLC PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN.
HE IS PERSONALLY KNOWN TO ME, OR PRODUCED_____AS IDENTIFICATION.

_____
PRINTED NAME

SEAL:

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025 THIS PLAT WAS APPROVED BY THE CITY ENGINEER, CITY OF ORMOND BEACH.

BY: _____
ALEX SCHUMANN, CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE_____DAY OF_____ 2025.

_____
CLERK OF THE COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 2025 THIS PLAT WAS APPROVED.

BY _____
RANDAL A. HAYES, CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025 THIS PLAT WAS APPROVED BY THE CITY OF ORMOND BEACH.

BY: _____
JASON LESLIE, MAYOR

ATTEST: _____, _____ CITY CLERK

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SHOWN HEREON, AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE INFORMATION SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177.061. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) CONCERNING THE "PERMANENT REFERENCE MONUMENTS", THAT THE LAND SHOWN HEREON LIES WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.

_____
JOSEPH JAY WOOLDRIDGE, PSM NUMBER 6994
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490

PRELIMINARY

CERTIFICATE OF SURVEYOR AND MAPPER REVIEWING THIS PLAT FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND THAT I HAVE REVIEWED THIS SURVEY AND PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____
CITY REGISTERED SURVEYOR
LICENSE NUMBER:
COMPANY:
COMPANY ADDRESS:
COMPANY PHONE:

SHEET 1 OF 2

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ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

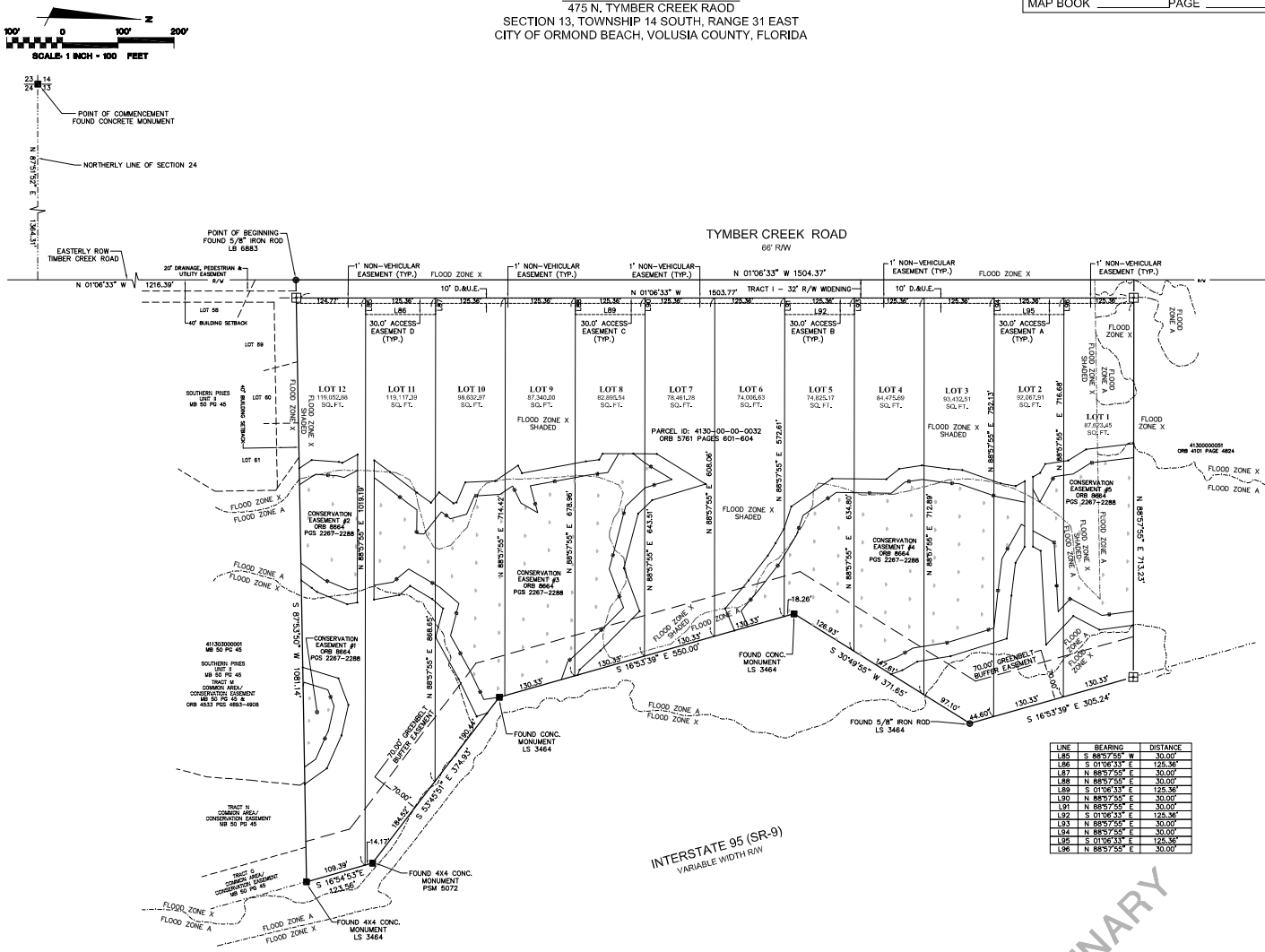
SYMBOLS AND DESCRIPTIONS

⊞	P.R.M. SET 18" X 1/2" IRON ROD WITH DISK MARKED "PRM" LS6994

ENCLAVE SUBDIVISION

475 N. TYMBER CREEK RAOD
SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____



LINE	BEARING	DISTANCE
L85	S 88°57'55" W	30.00'
L86	S 01°06'33" E	125.36'
L87	N 88°57'55" E	30.00'
L88	N 88°57'55" E	30.00'
L89	S 01°06'33" E	125.36'
L90	N 88°57'55" E	30.00'
L91	N 88°57'55" E	30.00'
L92	S 01°06'33" E	125.36'
L93	N 88°57'55" E	30.00'
L94	N 88°57'55" E	30.00'
L95	S 01°06'33" E	125.36'
L96	N 88°57'55" E	30.00'

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ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

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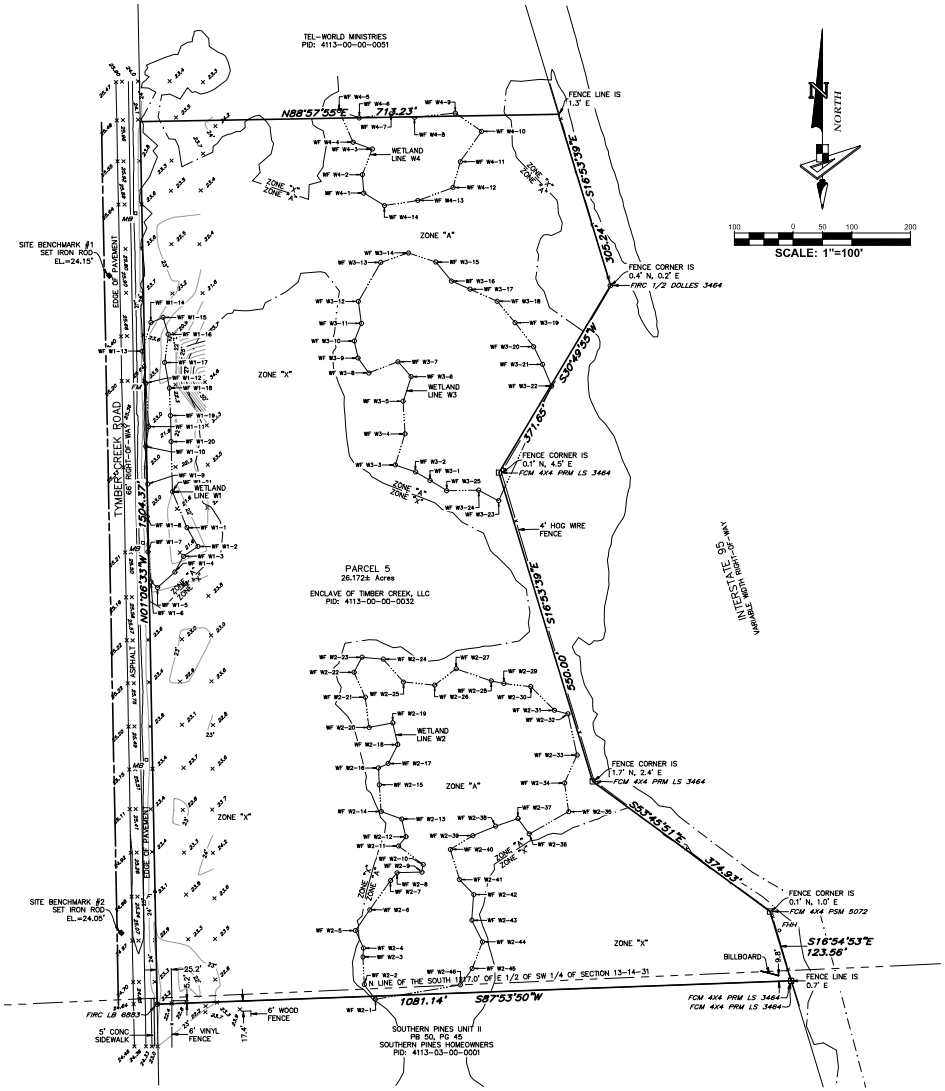
SYMBOLS AND DESCRIPTIONS

⊞	P.R.M.- SET 18" X 1/2" IRON ROD WITH DISK MARKED "PRM" LB6894
	DENOTES WETLAND AREAS

SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

PRELIMINARY



LEGEND

O.R.	Official Records Book
PB	Plat Book
PG	Page(s)
NAVD88	North American Vertical Datum of 1988
PID	Property Identification Number
SIR	Set 1/2" Iron Rod LB7768
SMGD	Set Mag Nail & Disk LB7768
FIRC	Found Iron Rod & Cap
FCM	Found Concrete Monument
P.R.M.	Permanent Reference Monument
R/W	Right-of-way
WF	Wetland Flag
FM	Buried Force Main Warning Marker
	Buried Fiber Optic Warning Marker
FH	Fiber Optic Handhole
MB	Mail Box
	Sign
	Wetland Line
20'	Contour Line

LEGAL DESCRIPTION:

PARCEL 1: (NOT INCLUDED IN THIS SURVEY)
The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out, also subject to an easement over and upon the Southerly 25 feet thereof; also excepting therefrom, a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet, thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'09" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning.

PARCEL 5:
The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1217.0 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

PARCEL B: (NOT INCLUDED IN THIS SURVEY)
A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:

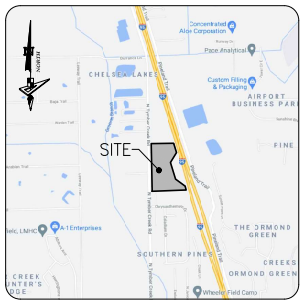
From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning, thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23, thence South 87°52'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet, thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning.

LESS AND EXCEPT the following parcel: (NOT INCLUDED IN THIS SURVEY)
A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 Of Said Section 24, thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida, thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning, thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way, thence North 00°45'48" West along said right of way line a distance of 25.00 feet, thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the Point of Beginning.

PARCEL 2: (NOT INCLUDED IN THIS SURVEY)
The Northwest 1/4 of the Northwest of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East, thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 01°53'40" East along said West Right of Way line, a distance of 1288.22 feet; thence South 88°32'17" West a distance of 1295.97 feet to the West line of said Section 24, Township 14 South, Range 31 East, thence North 01°56'27" West along said West line of Section 24, a distance of 1258.30 feet to the Point of Beginning.



Vicinity Map
Not to Scale

Certification:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 6/18/21.

GEOPOINT SURVEYING, INC.

Judd D. French
Florida Professional Surveyor and Mapper #7095

SURVEYOR'S NOTES:

1. Current Easements, rights-of-ways, set back lines, reservations, agreements and other similar matters taken from Chicago Title Insurance Company Commitment for Title Insurance, Order Number: 9103698 with an effective date of January 03, 2021.
2. This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
3. Bearings shown hereon are based on the West line of Section 24 having a Grid bearing of N 01°17'31" W, The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.
4. This survey is intended to be displayed at 1" = 100', or smaller.
5. All dimensions, unless otherwise noted, are survey dimensions in US Survey feet.
6. Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
7. Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey Benchmark "I95 J 4", having a published elevation of 47.42 feet (NAVD 88).
8. The subject parcels lie in Flood Zone "X", Flood Zone "A" and a Regulatory Floodway according to Flood Insurance Rate Map, Map No. 12127C0194J for Community Daytona Beach, City of, No. 125099, Community Ormond Beach, City of No. 125136 and Community Volusia County, No. 125155, Volusia County, Florida, dated February 19, 2014 and issued by the Federal Emergency Management Agency. (https://msc.fema.gov).
9. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
10. On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
11. This survey meets the maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey (0.07 feet plus 50 parts per million).
12. Subject Parcel has no evidence of construction currently going on or earth moving activities on site.
13. The Surveyor is not aware of any plans to change the existing Right-of-way lines.
14. There are 0 Parking Spaces and 0 Handicap Parking Spaces in the area this survey covers.
15. No buildings were observed on the surveyed property in the process of conducting the fieldwork.

SCHEDULE B-II EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. (NOT A SURVEY MATTER)
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable. (NOT A SURVEY MATTER)
3. Standard Exceptions:
   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (NOT A SURVEY MATTER)
   B. Rights or claims of parties in possession not shown by the public records. (NOT A SURVEY MATTER)
   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. (NOT A SURVEY MATTER)
   D. Taxes or assessments which are not shown as existing liens in the public records. (NOT A SURVEY MATTER)
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. (NOT A SURVEY MATTER)
5. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. (NOT A SURVEY MATTER)
6. Rights of third parties in and to the use of any easements, roads or trails, which may cross subject property. (NOT A SURVEY MATTER)
7. Any portion of insured lands underlying Tymber Creek Road. (NOT A SURVEY MATTER)
8. Oil, Gas and Minerals having been reserved in that certain Deed recorded March 2, 1951 in Deed Book 437, Page 21. The Surface Entry Rights with Respect to Oil, Gas and Minerals were released in that certain Release recorded in Official Records Book 2243, Page 1613 and in Official Records Book 2433, Page 1203 and in Official Records Book 2981, Page 991. (AFFECTS, BLANKET IN NATURE)
9. Phosphate, Minerals, Metals and Petroleum Reservations, Road Reservations and rights in favor of the State of Florida, as set forth in the Deed No.1594 from the Trustees of the Internal Improvement Fund, recorded September 29, 1944 in Deed Book 315, Page 70. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (DOES NOT AFFECT)
10. Oil, Gas and Mineral lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (DOES NOT AFFECT)
11. Mineral Reservation in favor of the State of Florida as referenced in that certain Oil, Gas and Mineral Lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (DOES NOT AFFECT)
12. Right of Way Easement in favor of the State of Florida recorded July 3, 1968 in Official Records Book 1027, Page 672. (MAY AFFECT, DOCUMENT ILLEGIBLE)
13. Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1913. (DO NOT AFFECT)
14. Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1914. (DO NOT AFFECT)
15. Ordinance No. 2005-35 recorded October 27, 2005 in Official Records Book 5685, Page 1004. (DOES NOT AFFECT)
16. Ordinance No. 2006-08 recorded August 9, 2006 in Official Records Book 5891, Page 122. (AFFECTS, BLANKET IN NATURE)
17. Development Order recorded August 9, 2006 in Official Records Book 5891, Page 126. (AFFECTS, NOT PLOTTABLE)
18. Ordinance No. 2006-09 recorded April 30, 2007 in Official Records Book 6051, Page 4063. (DOES NOT AFFECT)
19. Development Order recorded April 30, 2007 in Official Records Book 6051, Page 4069. (AFFECTS, BLANKET IN NATURE)
20. Terms and Conditions of the Order Denying Petition for Writ of Certiorari filed in Volusia Case # 2018 31943 CICI and recorded June 10, 2020 in Official Records Book 7862, Page 4609. (NOT A SURVEY MATTER)

VERTICAL DATUM: NAVD88

PROJECT:	Enclave
PHASE:	ALTA
DRAWN: MRC	DATE: 06/10/21 CHECKED BY: JDF
P.CHIEF: AW	FIELD BOOK: 2021-AW
DATA FILE:	ENCLAVE-BNDY(US88)AW

REVISIONS

DATE	DESCRIPTION	DRAWN BY
02/02/23	ADDED TREES	HF

SEE ABOVE ALTA/NSPS SURVEYOR'S CERTIFICATION

DATE OF LAST FIELD SURVEY: June 18, 2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR
ENCLAVE OF TIMBER CREEK, LLC

LOCATED IN
Section 13, Township 14 S., Range 31 E.
Volusia County, Florida

GeoPoint Surveying, Inc.
528 Northlake Blvd #1040 Phone: (321) 270-0440
Altamonte Springs, FL 32701 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Business No. LB 7768

SHEET NUMBER: 01 of 05

FILE PATH: D:\ENCLAVE DAYTONA\SURVEY\ENCLAVE_ALTA+AW.DWG PLOTTED BY: MATTHEW CHEPOUS ON: 2/3/2023 9:15 AM LAST SAVED BY: MATTCHEPOUS ON: 2/3/2023 9:14 AM

Wetland Point Table		
Flag #	Northing	Easting
WF W1-1	1800513.4660	614902.2400
WF W1-2	1800481.3980	614921.0880
WF W1-3	1800464.5260	614896.3870
WF W1-4	1800437.6690	614881.5960
WF W1-5	1800411.1170	614852.2100
WF W1-6	1800420.9190	614840.9940
WF W1-7	1800472.2510	614835.9130
WF W1-8	1800532.2620	614834.1260
WF W1-9	1800587.6630	614835.1610
WF W1-10	1800651.8900	614831.9840
WF W1-11	1800685.5140	614837.2130
WF W1-12	1800759.5810	614832.3610
WF W1-13	1800814.1560	614826.3090
WF W1-14	1800862.9610	614840.6630
WF W1-15	1800871.8970	614861.8770
WF W1-16	1800842.8170	614870.5840
WF W1-17	1800794.9450	614864.5130
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Wetland Point Table		
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WF W2-3	1799781.7670	615202.2700
WF W2-4	1799796.6170	615203.2310
WF W2-5	1799826.6740	615189.6390
WF W2-6	1799861.9890	615213.7210
WF W2-7	1799911.7570	615249.2790
WF W2-8	1799925.2490	615260.3820
WF W2-9	1799926.3510	615302.8070
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WF W2-15	1800075.0840	615230.1160
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WF W2-18	1800143.6320	615261.6260
WF W2-19	1800180.8490	615253.0170
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WF W2-21	1800224.4910	615206.2100
WF W2-22	1800266.9330	615187.1020
WF W2-23	1800292.5230	615200.7250
WF W2-24	1800289.1340	615236.8290
WF W2-25	1800250.2070	615271.3740
WF W2-26	1800245.0410	615324.6750
WF W2-27	1800272.8270	615361.1990
WF W2-28	1800252.2170	615421.1800
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WF W2-30	1800242.4380	615488.4710
WF W2-31	1800201.9970	615528.7930
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Wetland Point Table		
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WF W4-9	1801219.9410	615359.6640
WF W4-10	1801188.8870	615404.4080
WF W4-11	1801137.1590	615368.2940
WF W4-12	1801093.2190	615355.9830
WF W4-13	1801071.0500	615296.0310
WF W4-14	1801062.3560	615238.9830

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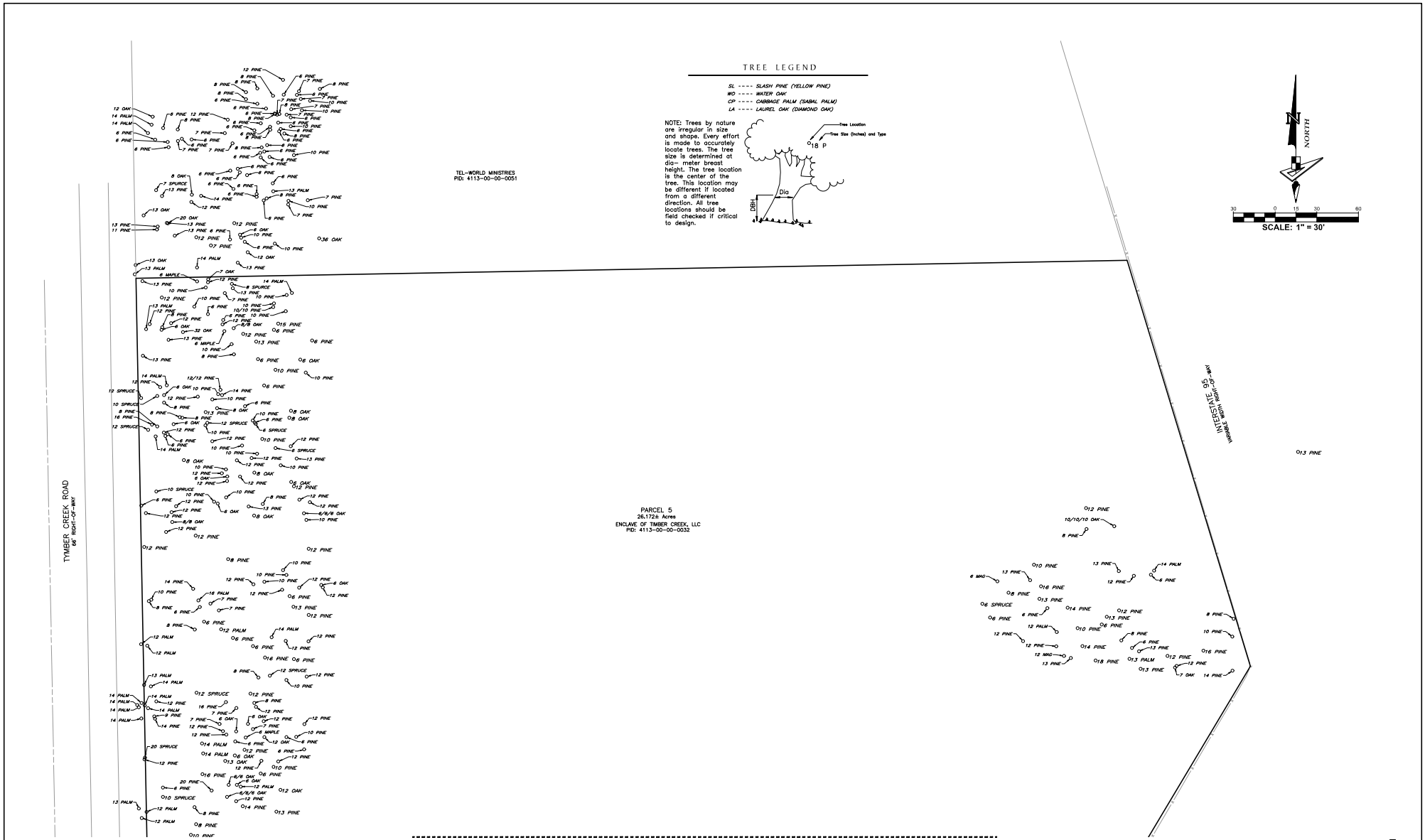
SHEET NUMBER: 02 of 05

FILE PATH: O:\ENCLAVE DAYTONA\SURVEY\ENCLAVE_ALTA-1W.DWG PLOTTED BY: MATTHEW CHEPOUIS ON: 2/3/2023 9:15 AM LAST SAVED BY: MATTCHEPOUIS ON: 2/3/2023 9:14 AM



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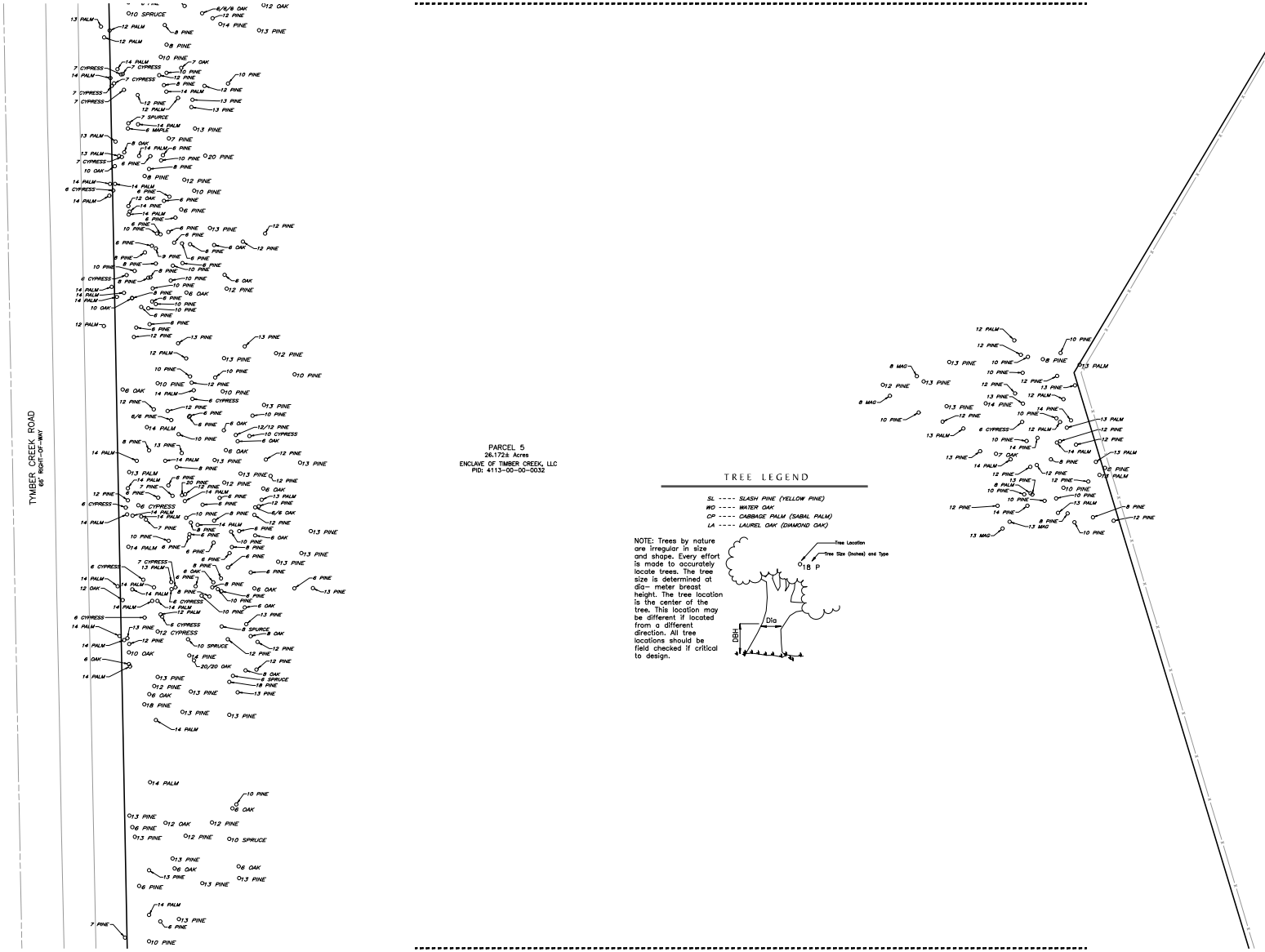
SHEET NUMBER: **03** of **05**

MATCH LINE SEE SHEET 03 OF 05



PARCEL 5
26.172± Acres
ENCLAVE OF TIMBER CREEK, LLC
PID: 4113-00-00-0032

TREE LEGEND

SL ---- SLASH PINE (YELLOW PINE)
WO ---- WATER OAK
CP ---- CABBAGE PALM (SABAL PALM)
LA ---- LAUREL OAK (DIAMOND OAK)

NOTE: Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at dia- meter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.

NORTH

30 0 15 30 60
SCALE: 1" = 30'

MATCH LINE SEE SHEET 05 OF 05

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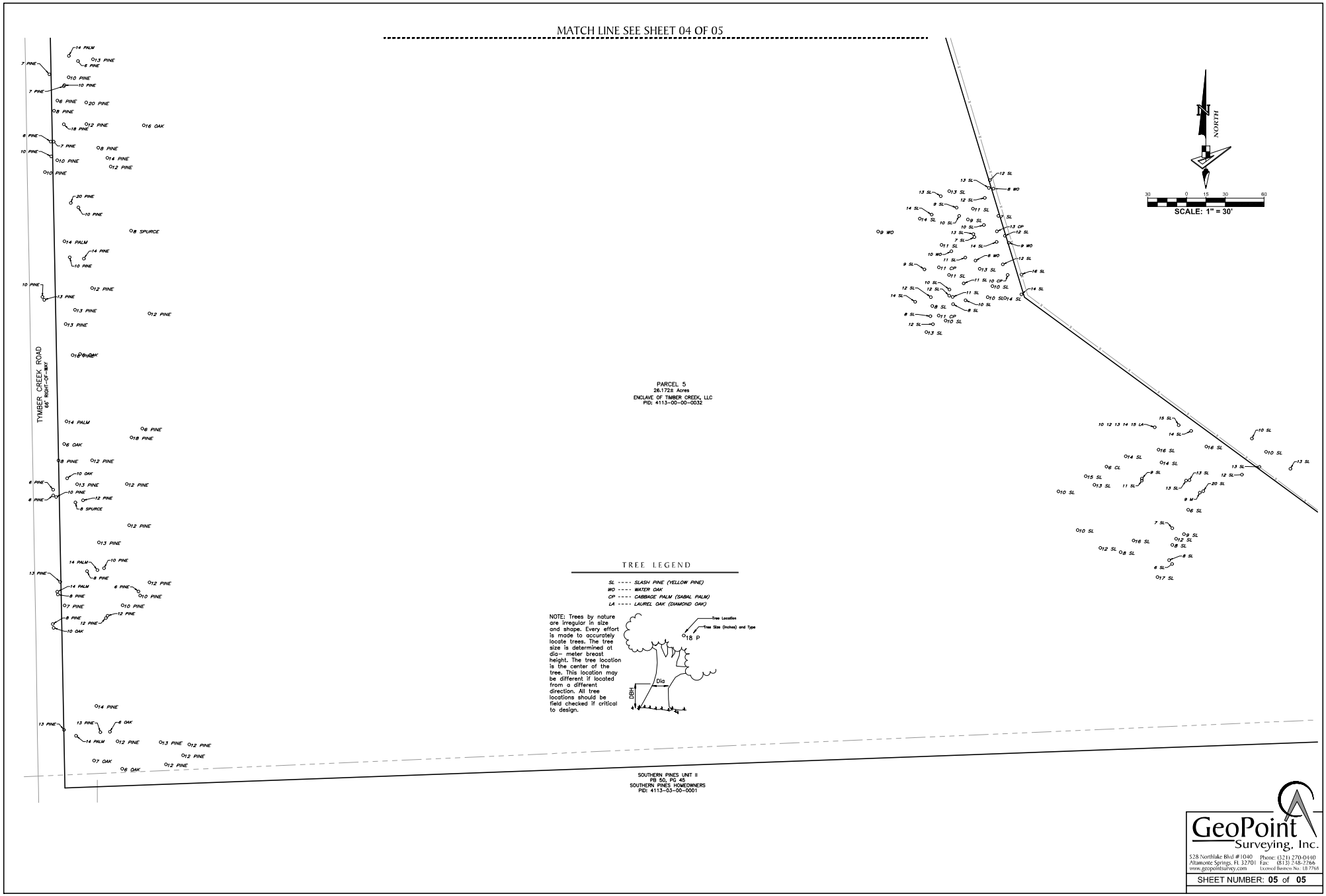
SHEET NUMBER: **04** of **05**



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SHEET NUMBER: **05** of **05**

ATTACHMENT 4

SR, Suburban Residential zoning district

Sec. 2-11. SR, Suburban Residential Zoning District.

A. PURPOSE:	The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35.

B. DIMENSIONAL STANDARDS

1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody
Permitted	1 unit per 2 acres	35'	35%	75%	2 acres	100'	None	30'	30'	10' total 30'	30'	30'
~~PRD Overlay~~	~~4.05~~	~~35'~~	~~35%~~	~~75%~~	~~8,000 SF~~	~~80'~~	~~110'~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30'~~
Single-Family—connected to water	1 unit per acre	35'	35%	75%	1 acre	100'	None	30'	30'	10' total 30'	30'	30'
If abutting Granada Boulevard	See above, determine if connected to water	35'	35%	75%	See above, determine if connected to water	250' 150' if directly accessed by service road set back at least 25' from ROW	None	75'	30'	10' total 30'	75'	30'

C. PERMITTED USES	D. CONDITIONAL USES	E. SPECIAL EXCEPTION USES	F. OTHER STANDARDS
1. Community Residential Home 2. Dwelling, Single-Family, Detached 3. School, Public	1. Adult Day Care Center 2. Adult Family Care Center 3. Agricultural Use, Minor 4. Assisted Living Facility 5. Family Day Care Home 6. Foster Home 7. Garden Center/Nursery 8. Group Home 9. Parks and Recreation Facilities, Private 10. Parks and Recreation Facilities, Public 11. Public Facilities 12. Public Utilities 13. Telecommunication Tower or Antenna, Camouflaged 14. Water Survival Instruction 15. Wind Energy System	1. Child Care Facility 2. Houses of Worship 3. School, Private	All development must comply with the following requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. All single-family residential buildings shall have a minimum floor area of 1,350 square feet.

G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

(Ord. No. 2013-13, § 4, 2-5-2013)

Planning Board minutes from April 10, 2025

ITEM:

PZ-2025-138

Enclave Subdivision, Final Plat

Recommended for Approval: 6-0

Mr. Jorczak moved to approve the March 13, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VII. PUBLIC HEARINGS

A. PZ-2024-137, Final Plat, Fountain View, Phase 1C

Mr. Steven Spraker, Planning Director, explained the application for a final plat for Fountain View, Phase 1C subdivision, as part of the Plantation Oaks Planned Residential Development. He stated that the subdivision consists of 141 lots on 90.33 acres and further explained the subdivision process, starting with the zoning. The zoning was completed in 2002 with the Planned Development, approved with Ordinance 2022-16. The preliminary plat was approved with Resolution 2024-55. Mr. Spraker explained that the Final Plat is a legal document that allows the subdivision of land after the infrastructure improvements are constructed. He concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board for questions and entertained a motion.

Mr. Gentry motioned to approve PZ-2024-137, Final Plat, Fountain View, Phase 1C. Mr. Scudiero seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2025-138, Final Plat, Enclave Subdivision

Mr. Steven Spraker, Planning Director, explained the application for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres, located at 475 North Tymber Creek Road. Mr. Spraker reviewed the location map and the final plat document, adding that with the SR, Suburban Residential zoning, it requires a minimum of one acre lots and connection to water. He continued that the Preliminary Plat was approved with Resolution 2023-191 in 2023 and is under construction. Mr. Spraker explained the process in that now they are coming back with the Final Plat to subdivide the land after the infrastructure improvements are constructed. Mr. Spraker concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board, applicant, and any audience members for comments or questions, and entertained a motion.

Mr. Galloway motioned to approve PZ-2025-138, Final Plat, Enclave Subdivision. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-19

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ENCLAVE SUBDIVISION"; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; 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 an application submitted by Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road.

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 subdivision of land for a residential subdivision.

    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 subdivision of land for a residential subdivision. There are no charges or fees proposed.

    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 subdivision of land for a residential subdivision. There are no new fees proposed.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is subdivision of land for a residential subdivision.

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.)

    No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 9.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-20
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Fountain View, Phase 1C Final Plat (SECOND READING)		
Summary:	This is an application submitted by Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning. The Planning Board reviewed the final plat at the April 10, 2025, meeting and recommended approval with a 6-0 vote.		
Financial Impact:	None		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the PRD, Planned Residential Development zoning district and preliminary plat. No citizen impact is anticipated as the result of the final plat.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **APPROVAL** of the final plat for Fountain View, Phase 1C, which consists of 141-lot single-family subdivision on approximately 90.33 acres.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Attachments:	1. 25-20 FountainView, Phase 1C- Final Plat (P25-0053G) 2. Exhibit A, Fountain View, Phase 1C Final Plat 3. 04.10.2025, Fountain View Phase 1C Final Plat PB Staff Report (8.5X11) 4. Draft Planning Board minutes, FV, Phase 1C Final Plat 5. Ordinance BIE, FV, Phase 1C Final Plat	
Approval:	Kelly McGuire, Finance Director	5/21/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	5/21/2025
	Joyce Shanahan, City Manager	5/29/2025

ORDINANCE NO. 2025-20

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "FOUNTAIN VIEW, PHASE 1C" SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on February 2, 2021, the City Commission approved Ordinance 2021-03 authorizing the approval and execution of the Plantation Oaks Planned Residential Development (PRD) Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, on June 7, 2022, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, on September 4, 2024, the City Commission approved Ordinance 2024-24, authorizing the approval and execution of the Second Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions,

which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8605, at Pages 4757 through 4770, inclusive, and

WHEREAS, on April 2, 2024, the City Commission approved Resolution 2024-55 approving a preliminary plat for a 141-lot subdivision known as "Fountain View, Phase 1C", and

WHEREAS, on May 6, 2024, the City's Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on September 18, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the "Fountain View, Phase 1C" plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the "Fountain View, Phase 1C" subdivision has been reviewed by the City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, the City Surveyor, the Planning Board, and the Site Plan Review Committee, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the final plat for the "Fountain View, Phase 1C" subdivision, as depicted on Exhibit "A" attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

(a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and

(b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code;* and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

(a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being December 3, 2026.

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

PASSED UPON at the first reading of the City Commission, this 20th day of May, 2025.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of June, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT A
Page 1 of 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

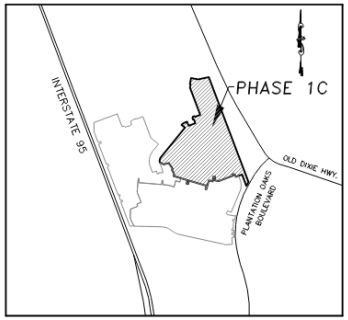
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963-2965; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET TO THE POINT OF BEGINNING; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'10"W, 120.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", A CHORD BEARING OF N10°11'33"E, AND A CHORD DISTANCE OF 160.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET; THENCE N39°12'42"E, 1096.02 FEET; THENCE N50°47'18"W, 125.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", A CHORD BEARING OF N54°26'21"E, AND A CHORD DISTANCE OF 115.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE N69°20'30"E, 68.50 FEET; THENCE S20°39'22"E, 124.99 FEET; THENCE N69°20'38"E, 202.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", A CHORD BEARING OF N15°25'06"W, AND A CHORD DISTANCE OF 50.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N65°39'22"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N24°20'38"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 92.00 FEET; THENCE N20°39'22"W, 60.00 FEET; THENCE N69°20'38"E, 50.00 FEET; THENCE N20°39'22"W, 776.84 FEET; THENCE N10°41'42"E, 51.48 FEET; THENCE N10°03'09"E, 50.00 FEET; THENCE N79°18'18"W, 19.36 FEET; THENCE N10°41'42"E TO THE SOUTHERLY LINE OF PLANTATION BAY COMMON AREA, OFFICIAL RECORDS BOOK 5861, PAGES 0454, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 207.31 FEET; THENCE N78°36'42"E, 314.26 FEET TO THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGE 122; THENCE ALONG SAID EAST LINE S20°42'02"E A DISTANCE OF 3221.27 FEET TO A POINT ON THE WESTERLY LIMITS OF PLANTATION OAKS OF ORMOND BEACH, UNIT-1 RECORDED IN MAP BOOK 59, PAGES 138-154 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2544.07 FEET, A CENTRAL ANGLE OF 02°59'45", A CHORD BEARING OF S28°03'00"W, AND A CHORD DISTANCE OF 133.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 133.02 FEET; THENCE DEPARTING SAID PLANTATION OAKS OF ORMOND BEACH, UNIT-1 N20°42'02"W ALONG THE WESTERLY LINE OF FLORIDA POWER & LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 122, A DISTANCE OF 347.07 FEET; THENCE DEPARTING SAID WESTERLY EASEMENT LINE S69°20'39"W, 188.12 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.99 FEET, A CENTRAL ANGLE OF 90°02'38", A CHORD BEARING OF N65°39'57"W, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.28 FEET; THENCE N20°38'02"W, 23.79 FEET; THENCE S69°20'39"W, 50.00 FEET; THENCE S20°39'21"E, 35.45 FEET; THENCE S69°21'09"W, 437.90 FEET; THENCE N77°23'13"W, 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19°15'49", A CHORD BEARING OF N02°58'52"E, AND A CHORD DISTANCE OF 108.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 109.27 FEET; THENCE S83°20'58"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°57'14", A CHORD BEARING OF S04°49'35"W, AND A CHORD DISTANCE OF 109.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 110.17 FEET; THENCE S16°18'12"W, 28.37 FEET; THENCE N73°43'20"W, 110.15 FEET; THENCE S16°16'13"W, 266.98 FEET; THENCE N73°41'48"W, 25.04 FEET; THENCE N16°18'12"E, 100.00 FEET; THENCE N73°41'48"W, 519.96 FEET; THENCE S16°18'12"W, 100.00 FEET; THENCE N73°41'39"W, 50.03 FEET; THENCE N16°19'20"E, 100.00 FEET; THENCE N73°41'48"W, 195.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 3934894.16 SQUARE FEET, 90.333 ACRES

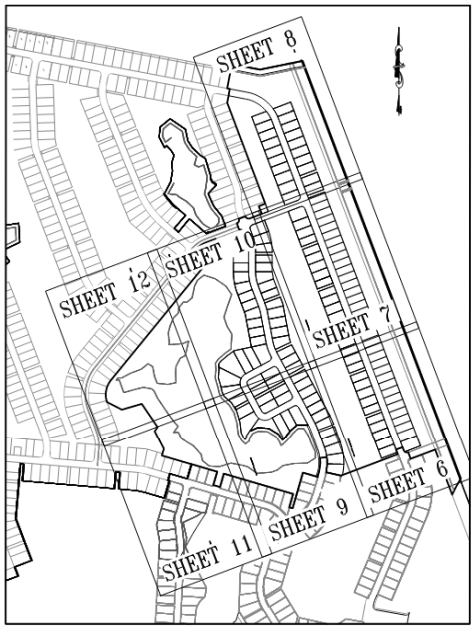
INDEX OF SHEETS:

1	COVER SHEET (CURRENT)
2	GENERAL NOTES SHEET
3-5	KEY SHEETS
6-12	DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

MAP BOOK:__ PAGE:__

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1C", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED:

37.50' STRICKLAND CANAL RIGHT OF WAY IS HEREBY DEDICATED IN FEE TO VOLUSIA COUNTY, 10 FOOT WIDE 20 FOOT WIDE MAINTENANCE ACCESS EASEMENT ADJACENT TO THE STRICKLAND CANAL RIGHT OF WAY IS DEDICATED TO VOLUSIA COUNTY FOR CANAL MAINTENANCE.

TRACT A SHOWN HEREON AS FOUNTAIN VIEW STREET, IDLEBROOK CIRCLE, EVELYNTON LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA, ACCESS, MAINTENANCE & DRAIANGE AND UTILITIES, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF, AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF;

TRACTS 1C-1, 1C-2, 1C-3, AND 1C-5, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT 1C-4 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND CONSERVATION.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2025 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

_____ _____
_____ PARKER MYNCHENBERG, MANAGER
PRINT NAME PLANTATION OAKS OF ORMOND BEACH LLC.,
_____ A FLORIDA LIMITED LIABILITY COMPANY
_____
PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____ 2025 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL
MY COMMISSION NUMBER_____
MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFFREY S. HATTENDORF P.S.M. 6193
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1C" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____ DATE: _____, 2025.
CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2025 , THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____ 2025.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 12

EXHIBIT A
Page 2 of 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES SET PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK 8452, PAGES 225 – 326. COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 – 326. AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1B RECORDED IN O.R. BOOK 8452, PAGE 225 – 325. AMENDMENT TO THE COVENANTS AND RESTRICTIONS FOR PHASE 1C RECORDED IN O.R. BOOK____ PAGES____.

6. 1.0 FOOT NON-VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS PERMITTED.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

11. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 509 AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT RECORDED IN O.R. BOOK 8268, PAGES 2898-2930 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. TRACT 1C-4 IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

14. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

16. THE TEMPORARY TURN-AROUND EASEMENT SHOWN ON SHEET 8 TO BE VACATED UPON ROAD EXTENSION.

17. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNER'S ASSOCIATION INC.

18. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

19. ALL ACCESS EASEMENTS ARE HEREBY CONVEYED TO THE CITY OF ORMOND BEACH FOR EMERGENCY ACCESS PURPOSES. EMERGENCY ACCESS EASEMENTS TO BE MAINTAINED BY THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNER'S ASSOCIATION, INC.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON-TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ.	SQUARE
FT.	FEET
CM	CONCRETE MONUMENT
NR	NON-RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
S.F.	SQUARE FEET
①	LOT NUMBER

TOTAL PHASE 1C SITE AREA = 90.333 ACRES
TOTAL L.F. OF ROADS PH. 1C = 6192.29 L.F.

LOTS 259-399	25.637 ACRES
PARCEL A LIFT STATION	0.069 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W	6.995 ACRES
TRACT 1C-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	15.261 ACRES
TRACT 1C-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	12.018 ACRES
TRACT 1C-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.755 ACRES
TRACT 1C-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, & CONSERVATION	27.027 ACRES
TRACT 1C-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.113 ACRES
STRICKLAND CANAL 37.50 FEET RIGHT OF WAY TO VOLUSIA COUNTY	0.458 ACRES

TOTAL NUMBER OF LOTS = 141 LOTS
MINIMUM LOT SIZE 55' X 110'
TOTAL NUMBER OF TRACTS = 6

PRIVATE ROADS	LINEAR FEET
FOUNTAIN VIEW STREET	4800.30 L.F.
EVELYNTON LANE	521.52 L.F.
IDLEBROOK CIRCLE	870.47 L.F.

SET BACKS

FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.
SIDE CORNER	NO ACCESS 15.00 FT.

ACCESSORY SET BACKS

SIDE YARD	7.50 FT.
SIDE YARD CORNER	NO ACCESS 15.00 FT.
REAR YARD	5.00 FT.
FRONT YARD	20.00 FT.

PREPARED BY:
SLIGER & ASSOCIATES, INC.
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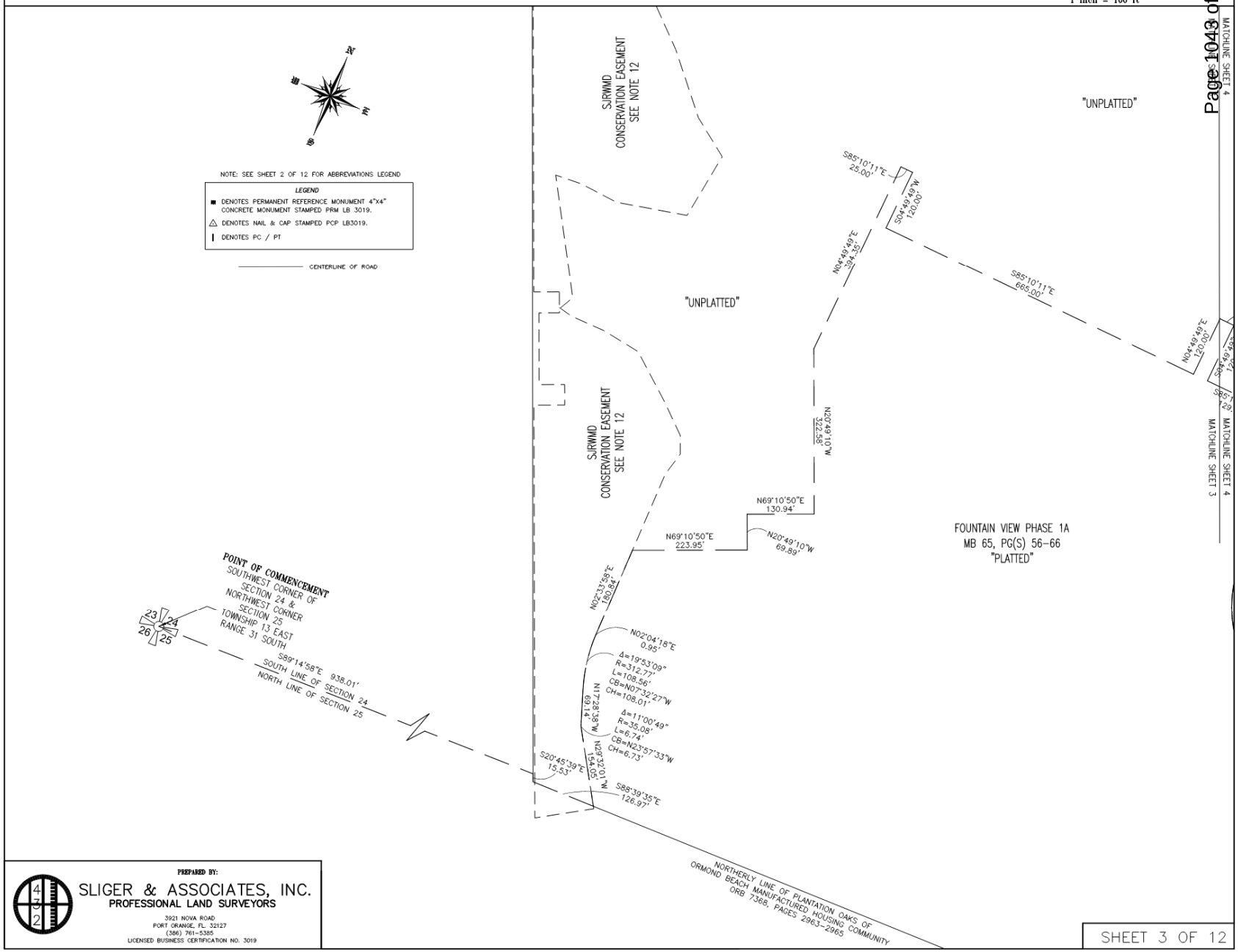
FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



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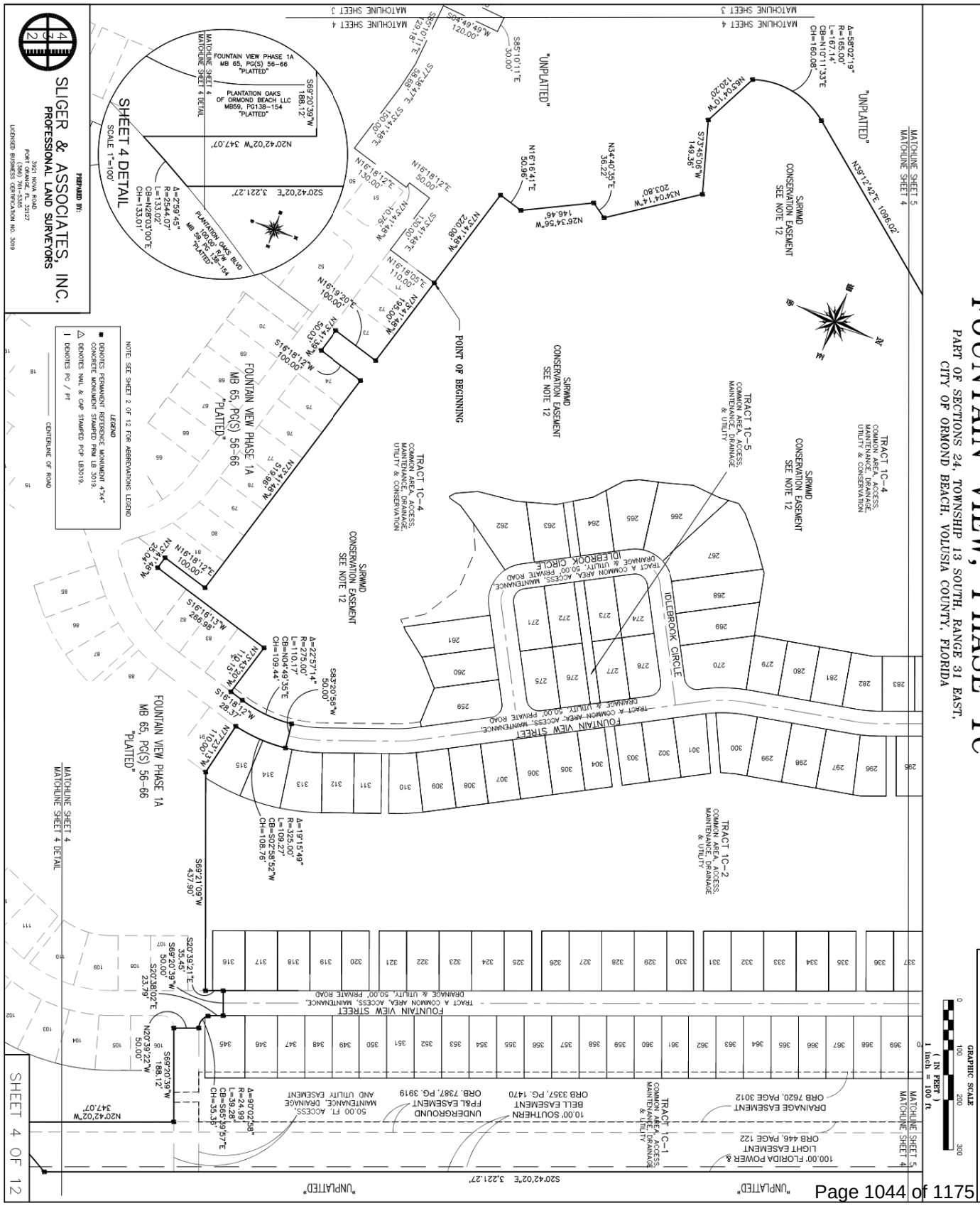
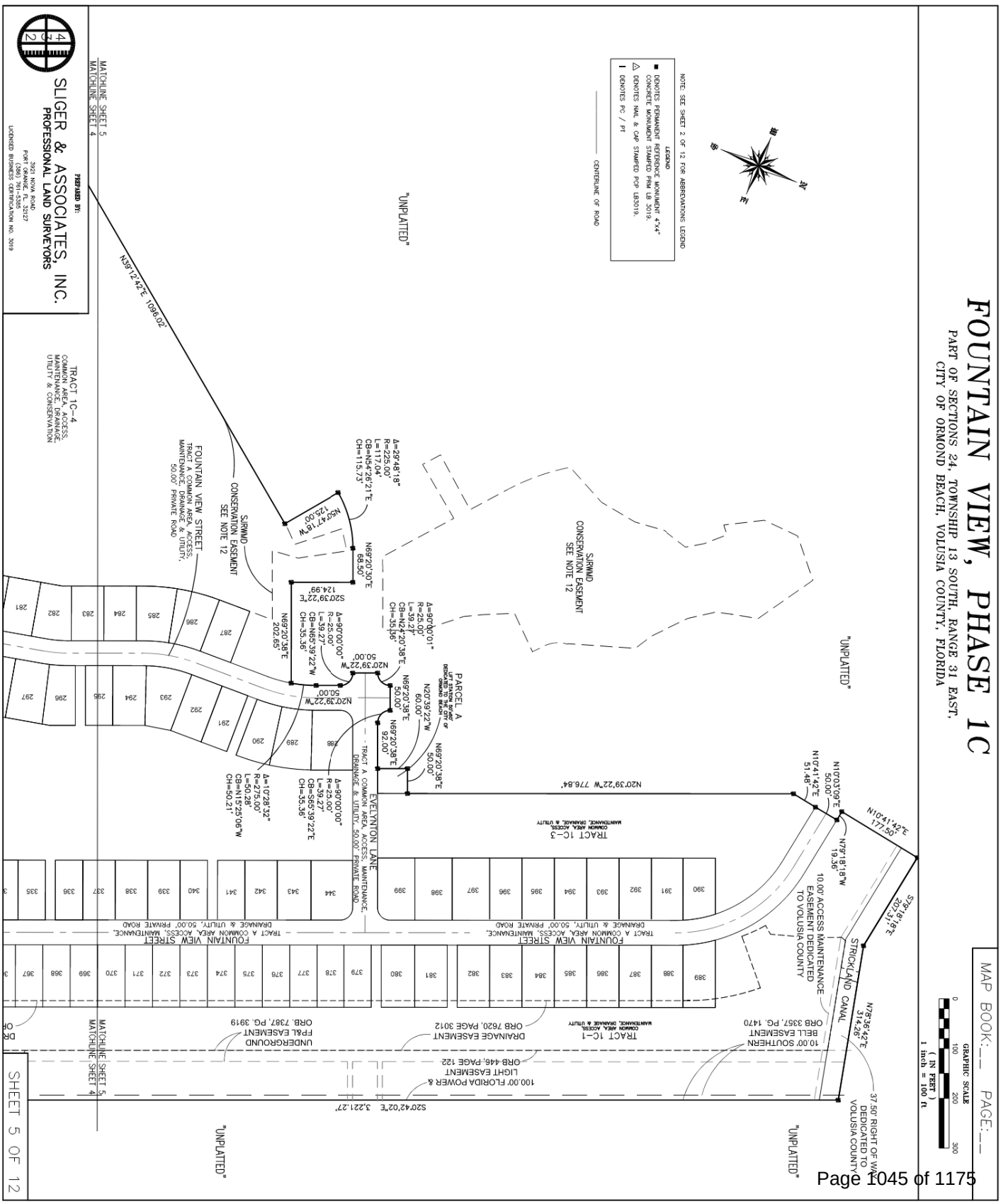
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019


FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
SHEET 4 DETAIL
SCALE 1"=100'
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft
SHEET 4 OF 12
POINT OF BEGINNING
FOUNTAIN VIEW PHASE 1A MB 65, PG(S) 56-66 "PLATTED"
"UNPLATTED"
IDLEBROOK CIRCLE
FOUNTAIN VIEW STREET
SJRWMD CONSERVATION EASEMENT SEE NOTE 12
TRACT 1C-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
TRACT 1C-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
TRACT 1C-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION
TRACT 1C-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
MATCHLINE SHEET 3
MATCHLINE SHEET 4
MATCHLINE SHEET 5
MATCHLINE SHEET 4 DETAIL
PLANTATION OAKS OF ORMOND BEACH LLC MB59, PG138-154 "PLATTED"
FOUNTAIN VIEW PHASE 1A MATCHLINE SHEET 4 DETAIL MB 65, PG(S) 56-66 "PLATTED"
PLANTATION OAKS BLVD 100.00' R/W MB 59, PG 138-154 "PLATTED"
50.00' FL. ACCESS, DRAINAGE AND UTILITY EASEMENT ORB. 7387, PG. 3919
UNDERGROUND FP&L EASEMENT ORB 3357, PG. 1470
10.00' SOUTHERN BELL EASEMENT
DRAINAGE EASEMENT ORB 7620, PAGE 3012
100.00' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
LEGEND
NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND


FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft
0
100
200
300
LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED POP LB3019.
DENOTES PC / PT
CENTERLINE OF ROAD
NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND
PREPARED BY:
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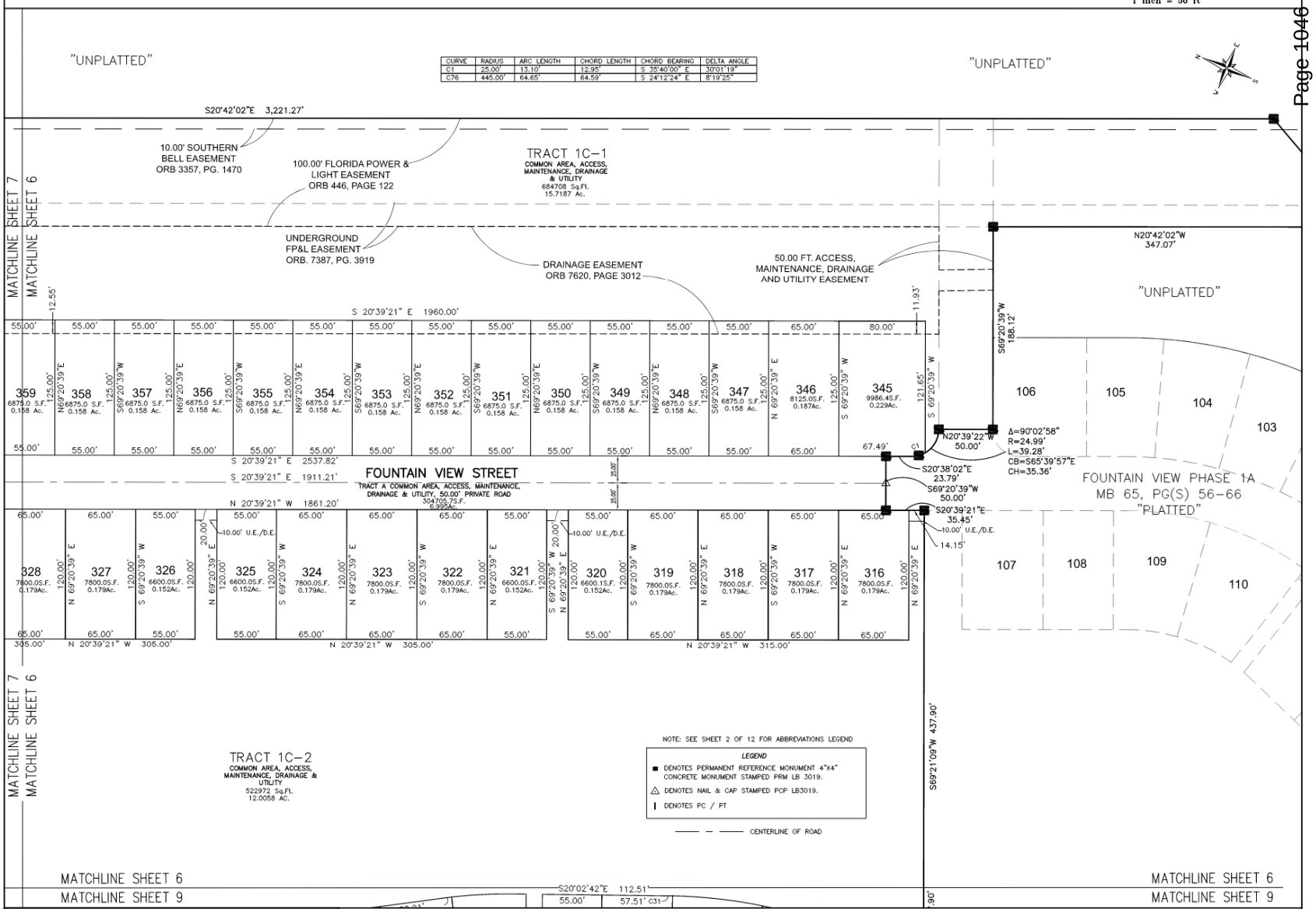
PROFESSIONAL LAND SURVEYORS
3520 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
MATCHLINE SHEET 5
MATCHLINE SHEET 4
N39°12'42"E 1096.02'
"UNPLATTED"
TRACT 1C-4
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION
FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
S.J.R.W.M.D. CONSERVATION EASEMENT SEE NOTE 12
N50°47'18"W 125.00'
Δ=29°48'18" R=225.00' L=117.04' CB=N54°26'21"E CH=115.73'
N69°20'30"E 68.50'
S20°39'22"E 124.99'
N69°20'38"E 202.65'
Δ=90°00'00" R=25.00' L=39.27' CB=N65°39'22"W CH=35.36'
N20°39'22"W 50.00'
Δ=90°00'01" R=22.00' L=34.56' CB=N24°20'38"E CH=31.11'
N69°20'38"E 50.00'
N20°39'22"W 60.00'
N69°20'38"E 92.00'
PARCEL A
LOT 1 BLOCK 5 DEDICATED TO THE CITY OF ORMOND BEACH
N69°20'38"E 50.00'
N20°39'22"W 776.84'
N10°41'42"E 51.48'
N79°03'09"E 50.00'
N79°18'18"W 19.36'
N10°41'42"E 177.50'
S79°18'18"E 207.37'
10.00' ACCESS MAINTENANCE EASEMENT DEDICATED TO VOLUSIA COUNTY
STRICKLAND CANAL
N78°56'42"E 314.28'
37.50' RIGHT OF WAY DEDICATED TO VOLUSIA COUNTY
"UNPLATTED"
TRACT 1C-3
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
EVELYNTON LANE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
Δ=10°28'32" R=275.00' L=50.28' CB=N15°25'06"W CH=50.21'
Δ=90°00'00" R=25.00' L=39.27' CB=S65°39'22"E CH=35.36'
FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
DRAINAGE EASEMENT ORB 7620, PAGE 3012
UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919
10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470
100.00' FLORIDA POWER & LIGHT EASEMENT ORB 448, PAGE 122
S20°42'02"E 3,221.27'
MATCHLINE SHEET 5
MATCHLINE SHEET 4
SHEET 5 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	13.10'	12.95'	S 35°40'00" E	30°01'19"
C76	445.00'	64.65'	64.59'	S 24°12'24" E	8°19'25"

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LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	25.00'	39.27'	35.36'	N 65°39'22" W	90°00'02"
C3	25.00'	39.27'	35.36'	N 24°20'38" E	89°59'58"
C4	445.00'	83.96'	83.84'	S 13°54'52" E	10°48'39"
C5	445.00'	65.66'	65.61'	S 04°16'54" E	8°27'17"
C35	445.00'	11.93'	11.93'	S 20°05'16" E	1°32'09"
C75	445.00'	161.56'	160.67'	S 10°27'18" E	20°48'04"

"UNPLATTED"

"UNPLATTED"

S20°42'02"E 3,221.27'

10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470

100.00' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122

UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919

TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
684708 Sq.Ft.
15.7187 Ac.

DRAINAGE EASEMENT ORB 7620, PAGE 3012

MATCHLINE SHEET 8

MATCHLINE SHEET 7

MATCHLINE SHEET 7

MATCHLINE SHEET 6

S 20°39'21" E 1960.00'

S 20°39'21" E 2537.82'

FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
304705.75 S.F.
6.9956Ac.

S 20°39'21" E 1911.21'

N 20°39'21" W 1861.21'

EVELYNTON LANE
TRACT B COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
304705.75 S.F.
6.9956Ac.

1.00' NON VEHICULAR ACCESS EASEMENT

N 20°39'21" W 272.50'

N 20°39'21" W 305.00'

N 20°39'21" W 305.00'

N 20°39'21" W 305.00'

TRACT 1C-2
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
522972 Sq.Ft.
12.0058 Ac.

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT
— — — CENTERLINE OF ROAD

S00°03'16"E 4.15'

S00°03'16"E 56.00'

S 20°39'22" E 51.67'

MATCHLINE SHEET 7
MATCHLINE SHEET 10

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FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	275.00'	281.50'	269.37'	s 49°58'49" e	58°38'58"
C7	250.00'	255.91'	244.88'	N 49°58'50" W	58°38'58"
C8	300.00'	307.09'	293.85'	N 49°58'50" W	58°38'58"
C9	300.00'	65.92'	65.78'	S 29°30'25" E	12°35'20"
C10	300.00'	13.39'	13.39'	N 21°56'03" W	2°33'24"
C11	250.00'	66.34'	66.14'	S 31°19'33" E	15°12'13"
C12	250.00'	13.39'	13.39'	N 22°11'24" W	3°04'06"

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT
- —— – —— CENTERLINE OF ROAD

"UNPLATTED"

"UNPLATTED"

S20°42'02"E 3,221.27'

10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470

100.00' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122

TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
684708 Sq.Ft.
15.7187 Ac.

UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919

DRAINAGE EASEMENT ORB 7620, PAGE 3012

MATCHLINE SHEET 8

MATCHLINE SHEET 7

N78°36'42"E 314.26'

37.50' RIGHT OF WAY DEDICATED TO VOLUSIA COUNTY
19949 Sq. Feet
0.4580 Acres

STRICKLAND CANAL

10.00' ACCESS MAINTENANCE EASEMENT DEDICATED TO VOLUSIA COUNTY

DRAINAGE AND UTILITY EASEMENT

"UNPLATTED"

S79°18'18"E 207.31'

Δ=43°30'13"
R=300.00'
A=227.78'
CB=N 57°33'12" W
C=222.35'

10.00' U.E./D.E.

FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
304705.7S.F.
6.9954Ac.

S 20°39'21" E 520.00'
S 20°39'21" E 132.50'
S 20°39'21" E 2537.82'
S 20°39'21" E 626.62'
N 20°39'21" W 576.62'
S 20°39'21" E 680.00'

389 8394.0S.F. 0.193Ac.	388 8126.3S.F. 0.187Ac.	387 8125.0S.F. 0.187Ac.	386 8125.0S.F. 0.187Ac.	385 8125.0S.F. 0.187Ac.	384 8125.0S.F. 0.187Ac.	383 8125.0S.F. 0.187Ac.	382 8125.0S.F. 0.187Ac.	381 8125.0S.F. 0.187Ac.	380 8437.6S.F. 0.194Ac.		
390 7800.7S.F. 0.179Ac.	391 8123.5S.F. 0.186Ac.	392 8125.0S.F. 0.187Ac.	393 8125.0S.F. 0.187Ac.	394 8125.0S.F. 0.187Ac.	395 8125.0S.F. 0.187Ac.	396 8125.0S.F. 0.187Ac.	397 9375.0S.F. 0.215Ac.	398 9375.0S.F. 0.215Ac.	399 9240.8S.F. 0.212Ac.		

Δ=32°03'19"
R=250.00'
A=139.87'
CB=S 54°57'19" E
C=138.05'

TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
684708 Sq.Ft.
15.7187 Ac.

N 20°39'22" W 114.04'

S 79°18'18" E 145.17'
S 79°18'18" E 126.52'
N 79°18'18" W 126.24'

Δ=40°22'39"
R=250.00'
A=176.18'
CB=N 59°06'59" W
C=172.56'

TEMPORARY TURN AROUND EASEMENT TO BE VACATED UPON ROAD EXTENSION.

1.00' NON VEHICULAR ACCESS EASEMENT

N10°41'42"E 177.50'

N79°18'18"W 19.36'

N10°03'09"E 50.00'

N10°41'42"E 51.48'

TRACT 1C-3
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, & UTILITY
120001S.F.
2.755Ac.

PARCEL A
LIFT STATION 50.00'x60.00' TO BE DEDICATED TO THE CITY OF ORMOND BEACH
3000.0S.F.
0.069Ac.

N20°39'22"W 776.84'

S20°39'22"E 60.00'

N69°20'38"E 50.00'

N20°39'22"W 60.00'

N69°20'38"E 92.00'

"UNPLATTED"

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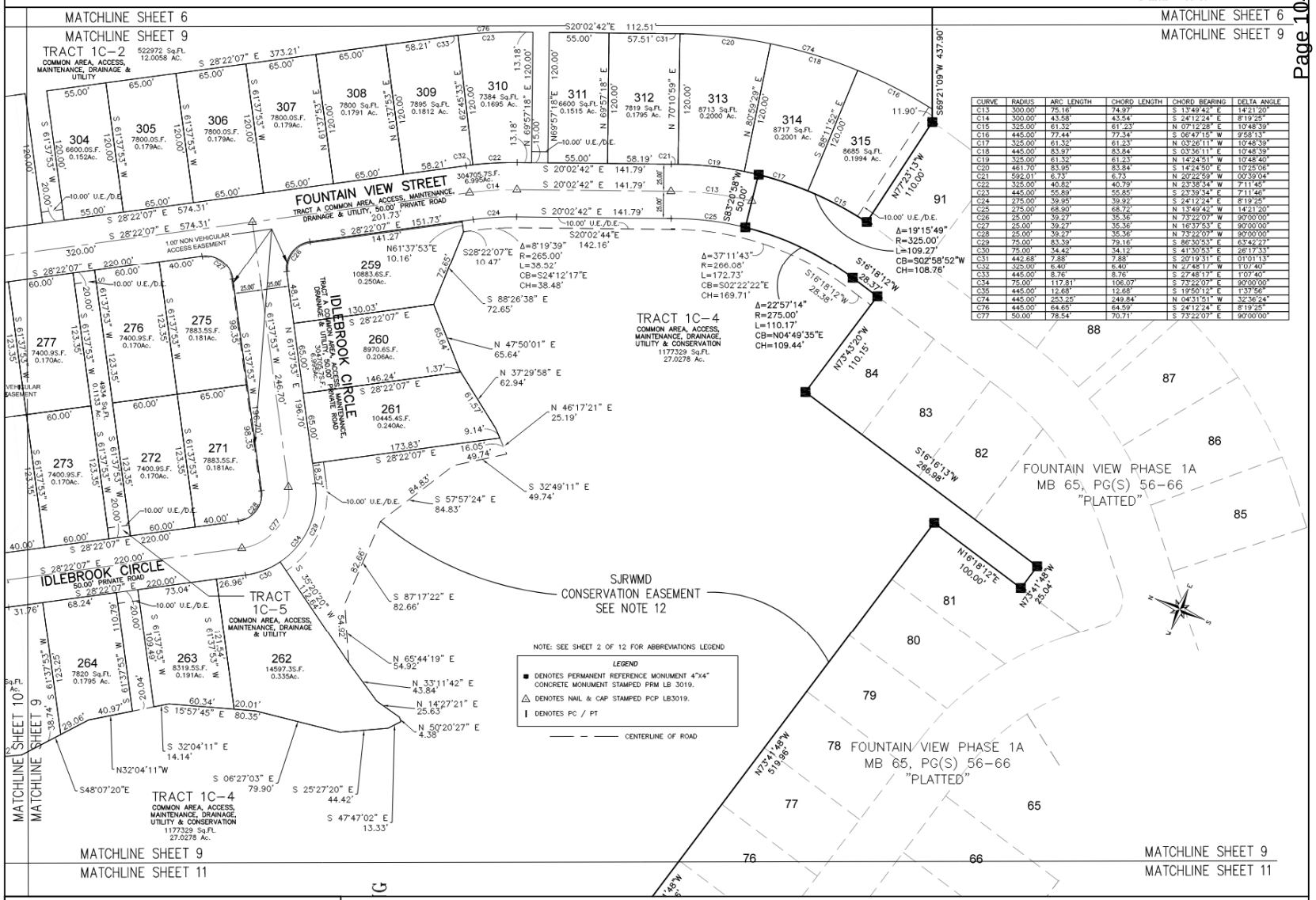
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C13	300.00'	75.16'	74.97'	S 13°49'42" E	14°21'20"
C14	300.00'	43.58'	43.54'	S 24°12'24" E	8°19'25"
C15	325.00'	61.32'	61.23'	N 07°12'28" E	10°48'39"
C16	445.00'	77.44'	77.34'	S 06°47'15" W	9°58'13"
C17	325.00'	61.32'	61.23'	N 03°26'11" W	10°48'39"
C18	445.00'	83.97'	83.84'	S 03°36'11" E	10°48'39"
C19	325.00'	61.32'	61.23'	N 14°24'51" W	10°48'40"
C20	461.70'	83.95'	83.84'	S 14°24'50" E	10°25'06"
C21	592.01'	6.73'	6.73'	N 20°22'59" W	00°39'04"
C22	325.00'	40.82'	40.79'	N 25°38'34" W	7°11'45"
C23	445.00'	55.89'	55.85'	S 23°39'34" E	7°11'46"
C24	275.00'	39.95'	39.92'	S 24°12'24" E	8°19'25"
C25	275.00'	68.90'	68.72'	N 13°49'42" W	14°21'20"
C26	25.00'	39.27'	35.36'	N 73°22'07" W	90°00'00"
C27	25.00'	39.27'	35.36'	N 16°37'53" E	90°00'00"
C28	25.00'	39.27'	35.36'	N 73°22'07" W	90°00'00"
C29	75.00'	83.39'	79.16'	S 86°30'53" E	63°42'27"
C30	75.00'	34.42'	34.12'	S 41°30'53" E	26°17'33"
C31	442.68'	7.88'	7.88'	S 20°19'31" E	01°01'13"
C32	325.00'	6.40'	6.40'	N 2°48'17" W	1°07'40"
C33	445.00'	8.76'	8.76'	S 2°48'17" E	1°07'40"
C34	75.00'	117.81'	106.07'	S 73°22'07" E	90°00'00"
C35	445.00'	12.68'	12.68'	S 19°50'12" E	1°37'56"
C74	445.00'	253.25'	249.84'	N 04°31'51" W	32°36'24"
C76	445.00'	64.65'	64.59'	S 24°12'24" E	8°19'25"
C77	50.00'	78.54'	70.71'	S 73°22'07" E	90°00'00"

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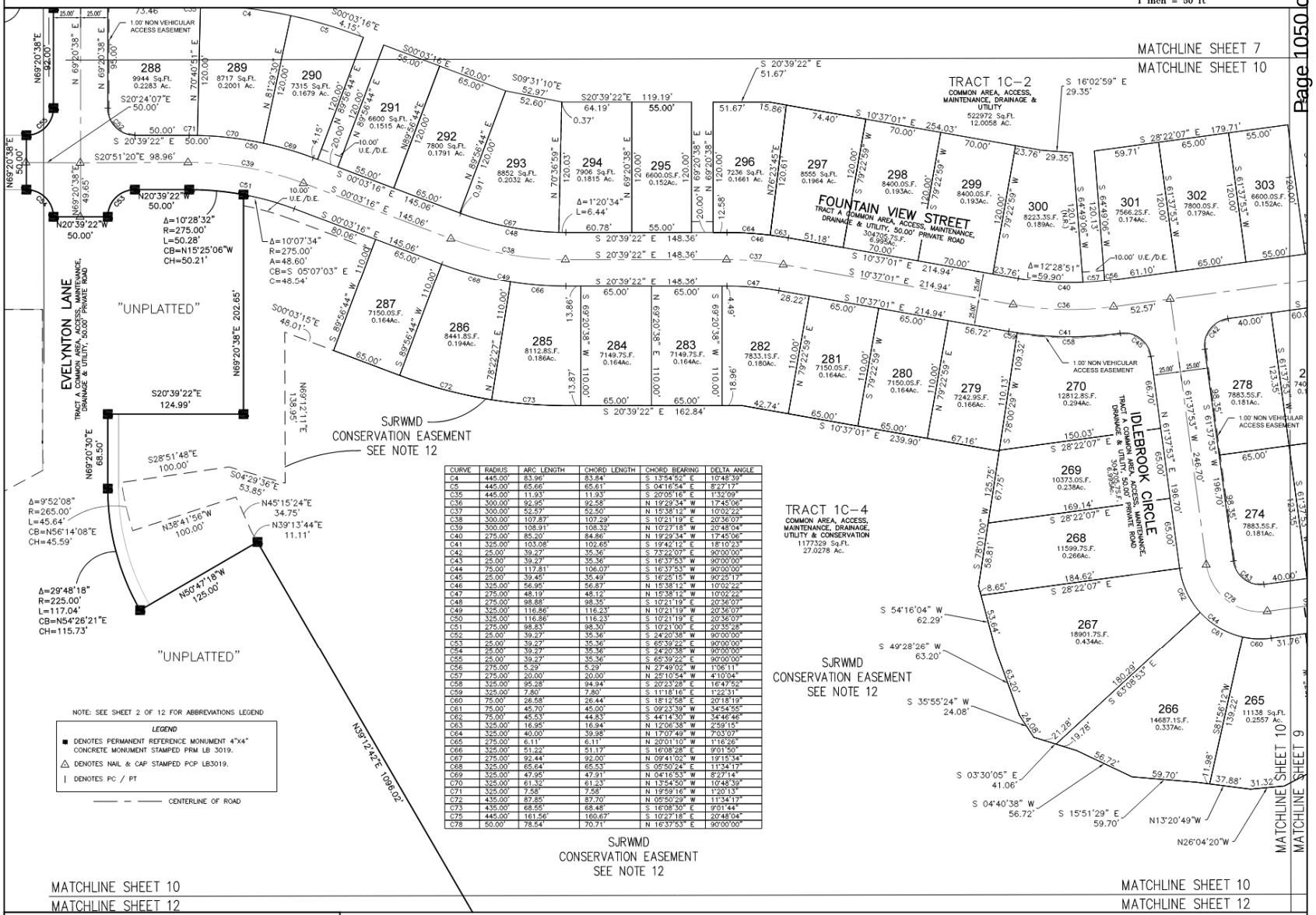
EXHIBIT A
Page 10 of 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	445.00'	83.96'	83.84'	S 13°54'52" E	10°48'39"
C5	445.00'	65.66'	65.61'	S 04°16'54" E	8°27'17"
C35	445.00'	11.93'	11.93'	S 20°05'16" E	1°32'09"
C36	300.00'	92.95'	92.58'	N 19°29'34" W	17°45'06"
C37	300.00'	52.57'	52.50'	N 15°38'12" W	10°02'22"
C38	300.00'	107.87'	107.29'	S 10°21'19" E	20°36'07"
C39	300.00'	108.91'	108.32'	N 10°27'18" W	20°48'04"
C40	275.00'	85.20'	84.86'	N 19°29'34" W	17°45'06"
C41	325.00'	103.08'	102.65'	S 19°42'12" E	18°10'23"
C42	25.00'	39.27'	35.36'	S 73°22'07" E	90°00'00"
C43	25.00'	39.27'	35.36'	S 16°37'53" W	90°00'00"
C44	75.00'	117.81'	106.07'	S 16°37'53" W	90°00'00"
C45	25.00'	39.45'	35.49'	S 16°25'15" W	90°25'17"
C46	325.00'	56.95'	56.87'	N 15°38'12" W	10°02'22"
C47	275.00'	48.19'	48.12'	N 15°38'12" W	10°02'22"
C48	275.00'	98.88'	98.35'	S 10°21'19" E	20°36'07"
C49	325.00'	116.86'	116.23'	N 10°21'19" W	20°36'07"
C50	325.00'	116.86'	116.23'	S 10°21'19" E	20°36'07"
C51	275.00'	98.83'	98.30'	S 10°21'00" E	20°35'28"
C52	25.00'	39.27'	35.36'	S 24°20'38" W	90°00'00"
C53	25.00'	39.27'	35.36'	S 65°39'22" E	90°00'00"
C54	25.00'	39.27'	35.36'	S 24°20'38" W	90°00'00"
C55	25.00'	39.27'	35.36'	S 65°39'22" E	90°00'00"
C56	275.00'	5.29'	5.29'	N 27°49'02" W	1°06'11"
C57	275.00'	20.00'	20.00'	N 25°10'54" W	4°10'04"
C58	325.00'	95.28'	94.94'	S 20°23'28" E	16°47'52"
C59	325.00'	7.80'	7.80'	S 11°18'16" E	1°22'31"
C60	75.00'	26.58'	26.44'	S 18°12'58" E	20°18'19"
C61	75.00'	45.70'	45.00'	S 09°23'39" W	34°54'55"
C62	75.00'	45.53'	44.83'	S 44°14'30" W	34°46'46"
C63	325.00'	16.95'	16.94'	N 12°06'38" W	2°59'15"
C64	325.00'	99.00'	99.38'	N 17°07'49" W	17°27'07"
C65	275.00'	6.11'	6.11'	N 20°01'10" W	1°16'26"
C66	325.00'	51.22'	51.17'	S 16°08'28" E	9°01'50"
C67	275.00'	92.44'	92.00'	N 09°41'02" W	19°15'34"
C68	325.00'	65.64'	65.53'	S 05°50'28" E	11°34'17"
C69	325.00'	47.95'	47.91'	N 04°16'53" W	8°27'14"
C70	325.00'	61.32'	61.23'	N 13°54'50" W	10°48'39"
C71	325.00'	7.58'	7.58'	N 19°59'16" W	1°20'13"
C72	435.00'	87.85'	87.70'	N 05°50'29" W	11°34'17"
C73	435.00'	68.55'	68.48'	S 16°08'30" E	9°01'44"
C75	445.00'	161.56'	160.67'	S 10°27'18" E	20°48'04"
C78	50.00'	78.54'	70.71'	N 16°37'53" E	90°00'00"

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT
- —— — —— CENTERLINE OF ROAD

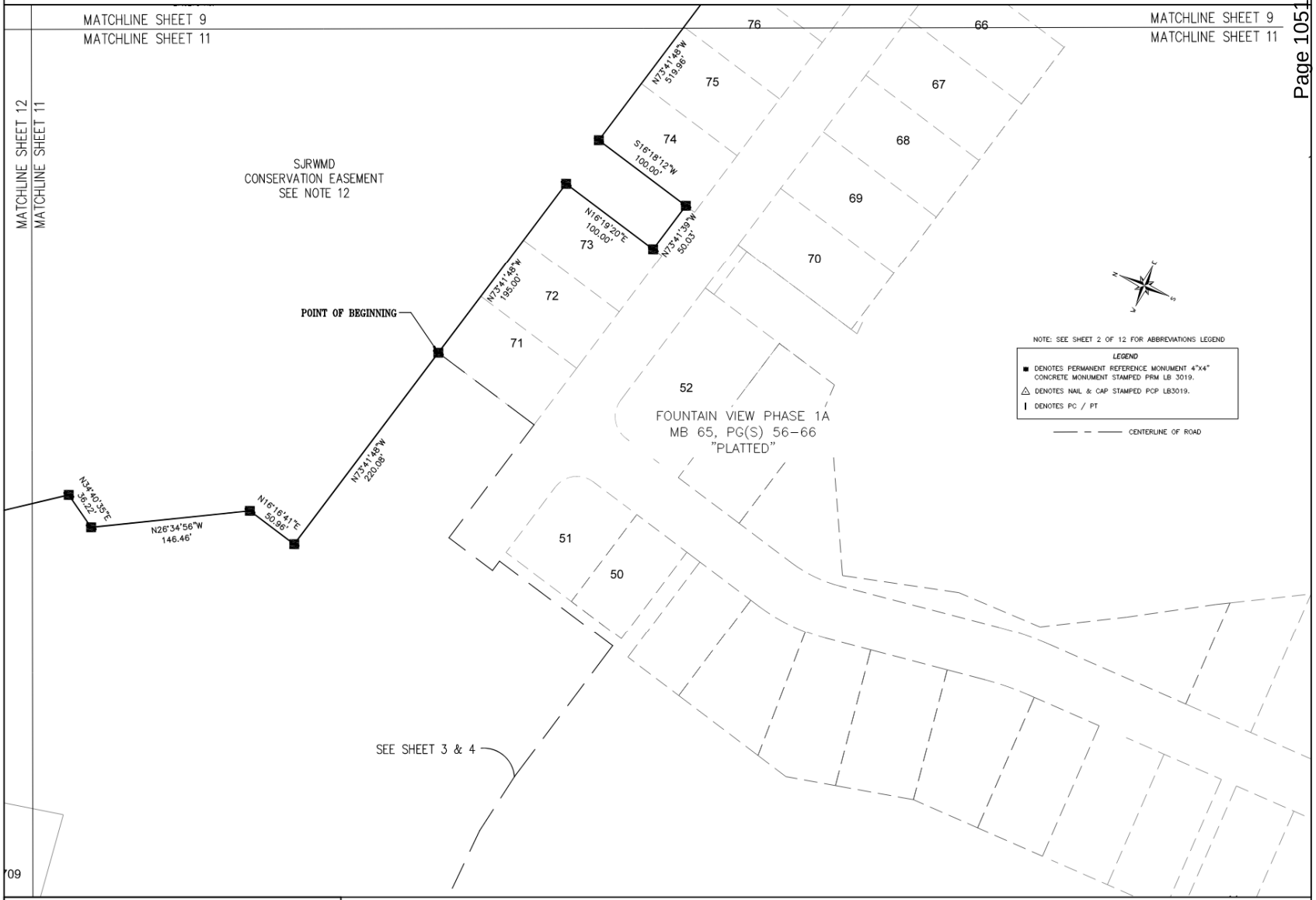
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



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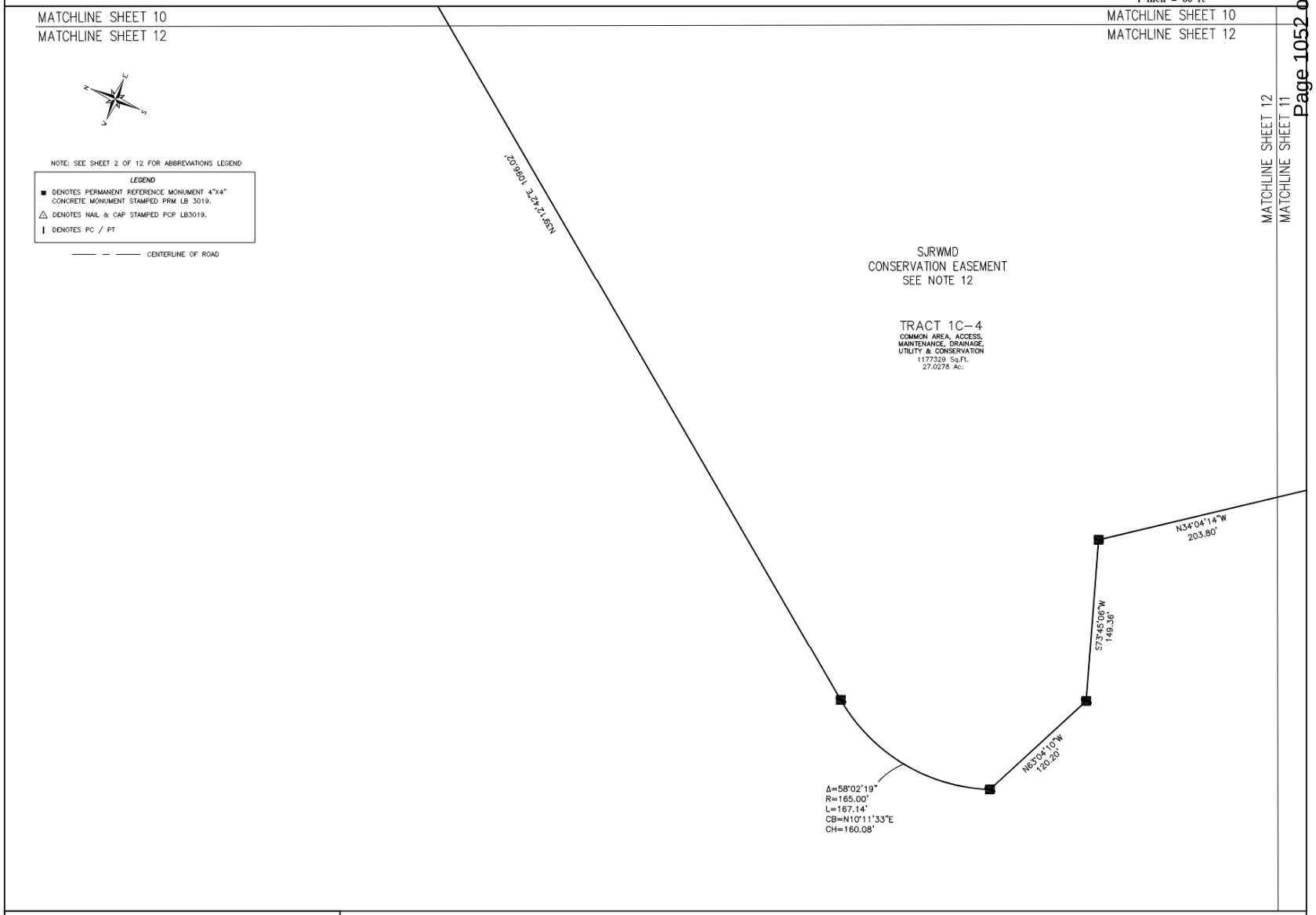

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND

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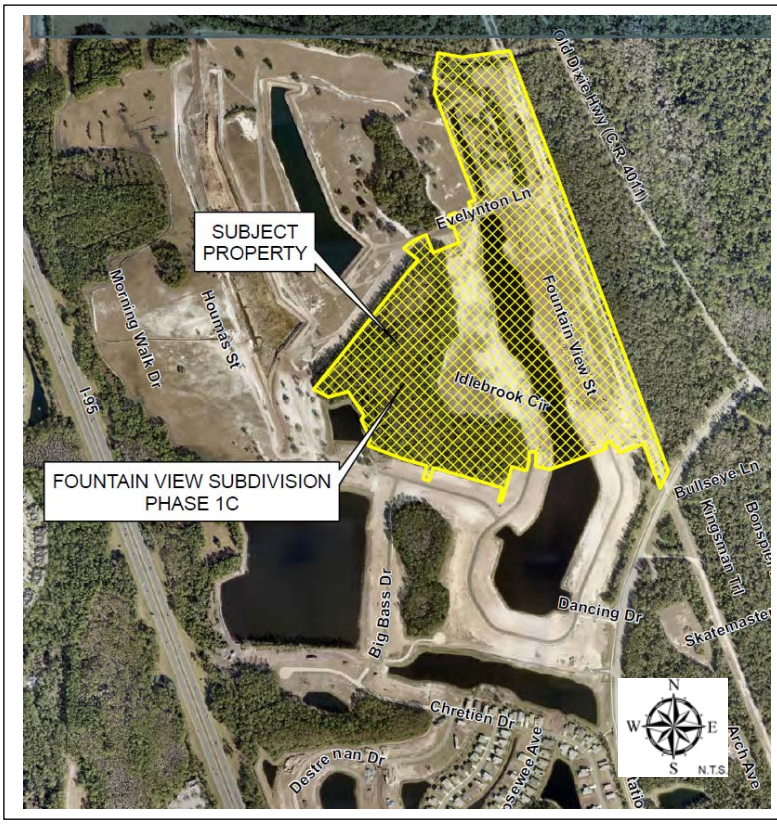
PLANNING BOARD
STAFF REPORT
Fountain View, Phase 1C, Final Plat
Project Number: PZ 2025-137

PLANNING BOARD DATE:	April 10, 2025
TENTATIVE CITY COMMISSION DATES:	May 20, 2025 (first reading), June 3, 2025 (second reading)
APPLICANT:	Plantation Oaks of Ormond Beach, LLC
LOCATION:	1700 Plantation Oaks Boulevard
REQUEST:	Final plat approval for 141 single-family lots on 90.33 acres within the Plantation Oaks Planned Residential Development.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.

SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192, which authorized 3,930 residential units on 2,009 acres. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision are as follows:

EXHIBIT 1: Volusia County Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site-built, single-family, standard dwellings on fee simple lots. • Adult community with at least 80% of the residents 55 years or older. • The project agreed to pay a school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Pages 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 Volusia County Residential Planned Unit Development to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Pages 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from Unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	The first major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allow mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing lakes and open spaces instead of golf courses. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for the entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a ~~23.11~~ 14.35-acre school site ~~as indicated on the preliminary plan~~ adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board and prepay the remaining school impact fee for the entire age-restricted development before December 30, 2016, satisfying the school impact fee payment for the entire 1,577 age-restricted site.
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments are as follows: Resolution #2002-199 Amendments • Amend Exhibit A “Legal Description.” • Amend Exhibit B “typical 65x110 lot irrigation plan”

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	Resolution #2012-24 Amendment Exhibit C "Signage" adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot-tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or a 9-foot column, with a maximum copy area of 12 square feet.

January 10, 2019
Volusia County
Minor amendment
Book 7644 Pages 2820-2831
	Amendments to Resolution #2002-199
	
	• The 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated, and four specific median landscape plans for Plantation Oaks Boulevard are added, as shown in "Exhibit C" Median Landscape As-Built Plan.
	
	Amendments to Resolution #2002-199 and Resolution #2012-24
	
	• Development Standards
	  ○ Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings before issuing a Certificate of Occupancy for single-family dwellings.
	• Open Space
	  ○ Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.

January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The exhibit below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	An annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required to provide utility services. The property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	The annexation includes 1,055.36± acres of the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	Three parcels totaling 0.44+ were not included in the original annexation legal description owned by Plantation Oaks, which was annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 2021-03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. The age restriction that limits residents to 55 years of age and over within Phase 1 was also deleted. All homes constructed within Phase 1 shall only be site-built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert the golf course into Phase 3 to add 43 lots, a total of 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert the former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS: The City Attorney's Office determined that the Planning Board should review the final plats before action by the City Commission. A pending Land Development Code amendment requires the final plats to be reviewed by the Planning Board. This application is being processed per the direction of the City Attorney's Office and the proposed Land Development Code. The site is designated "Low Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent Land Uses and Zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
South	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
East	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
West	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks PRD Development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Occupied, manufactured units under construction.
2	C	Manufactured Home	121	Infrastructure construction is underway.
2	D	Manufactured Home	84	Infrastructure construction is underway.
1	A (Fountain View, Phase 1A)	Single-Family	121	1. Preliminary plat: (Resolution 2021-100). 2. Final plat: (Ordinance 2022-17). 3. Infrastructure construction completed. 4. Single-family houses permitted.

Phase	Unit/Phase	Type	Lots	Status
1	B (Fountain View, Phase 1B)	Single-Family	137	1. Preliminary plat: (Resolution 2024-29). 2. Final plat: Current application, April 11, 2024 Planning Board. 3. Infrastructure construction completed. 4. Single-family houses permitted.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. Preliminary plat: (Resolution 2024-55). 2. Infrastructure construction is underway.
1	D (Fountain View, Phase 1D)	Single-Family	103	1. Preliminary plat: (Resolution 2024-85).
1	E (Fountain View, Phase 1E)	Single-Family	110	1. Preliminary plat: (Resolution 2024-86).
1	F (Fountain View, Phase 1F)	Single-Family	97	1. Preliminary plat: (Resolution 2024-96).
3	Phase 1 Archer's Mill	Single-Family	94	1. Preliminary plat: (Resolution 2023-32). 2. Final plat: (Ordinance 2023-50). 3. Infrastructure construction completed. 4. Single-family houses permitted.
3	Phase 2 Archer's Mill	Single-Family	68	1. Preliminary plat: (Resolution 2023-117). 2. Final plat: (Ordinance 2024-17). 3. Infrastructure construction completed. 4. Single-family houses permitted.
3	Phase 3 Archer's Mill	Single-Family	59	1. Preliminary plat: (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. Preliminary plat: (Resolution 2023-153).

Phase	Unit/Phase	Type	Lots	Status
3	Phase 5 Archer's Mill	Single-Family	114	1. Preliminary plat: (Resolution 2023-154). 2. Infrastructure construction underway.
3	Phase 6 Archer's Mill	Single-Family	78	1. Preliminary plat: (Resolution 2023-155). 2. Final plat: (Ordinance 2024-18). 3. Infrastructure construction completed. 4. Single-family houses permitted.
4	Bradford Lakes	Single-Family	80	1. Preliminary plat: (Resolution 2023-156). 2. Final plat: (Ordinance 2024-17). 3. Infrastructure construction underway.

Key aspects of the Fountain View, Phase 1C subdivision include:

1. The subject property is a part of phase 1 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The site engineering permit for the subdivision was issued on September 18, 2024.
3. The streets are required to be private streets.
4. Lots are a minimum of 55' width and 100' in depth. The plat shows typical lot dimensions of 55' and 65' by 125'.
5. Access is provided through Fountain View, Phase 1A (infrastructure improvements have been completed).
6. There is an existing St. Johns River Water Management District conservation easement for the preservation of on-site wetlands.
7. There is an existing Florida Power & Light easement along the northeast side of the property.
8. Public lift station for sewer services is proposed.
9. The subdivision setbacks/standards are:
   A. Front = 20 feet
   B. Rear = 20 feet
   C. Waterfront = 20 feet
   D. Side = 7.5 feet

E. Side corner = 15 feet

F. Height = 35 feet

G. Maximum building coverage = 60%

H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as detailed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered drawings in terms of the stormwater design, utilities, lot grading, and road layout and (2) the preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

   Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

   Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

(1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.

The final plat, ATTACHMENT 3, has been prepared by a Florida-licensed surveyor.

(2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.

The latest amendment for the Plantation Oaks Planned Residential Development is included in ATTACHMENT 4, and the proposed final plat is consistent with the zoning approval.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved with 2024-55; the resolution is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

(4) Final plats shall be consistent with all applicable Florida Statutes.

The final plat has been reviewed by a Florida-licensed surveyor employed by the city to review the final plat as the city surveyor. The city surveyor is employed to review and accept that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, and Homeowners' Association documents, shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee, licensed surveyor acting as the City Surveyor, and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

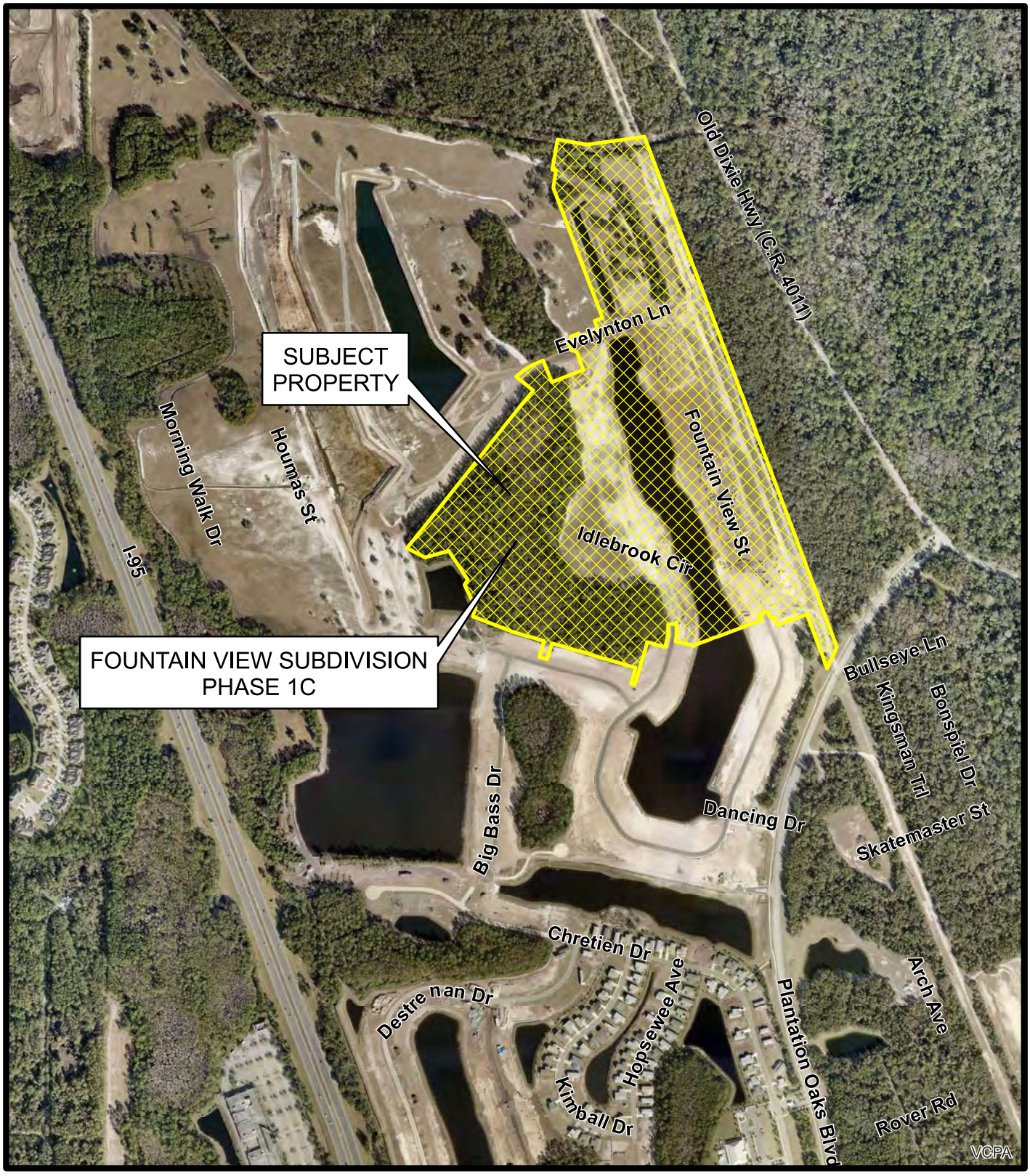
It is recommended that the Planning Board **APPROVE** the final plat for Fountain View, Phase 1C, which consists of 141-lot single-family subdivision on approximately 90.33 acres. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning.

Attachments:

Attachment 1: Project maps and Plantation Oaks subdivision map
Attachment 2: Preliminary plat, Resolution 2024-55
Attachment 3: Final plat
Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

Project Maps



AERIAL MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1C

Prepared By: The City of Ormond Beach
G.I.S. Department - January 29, 2024

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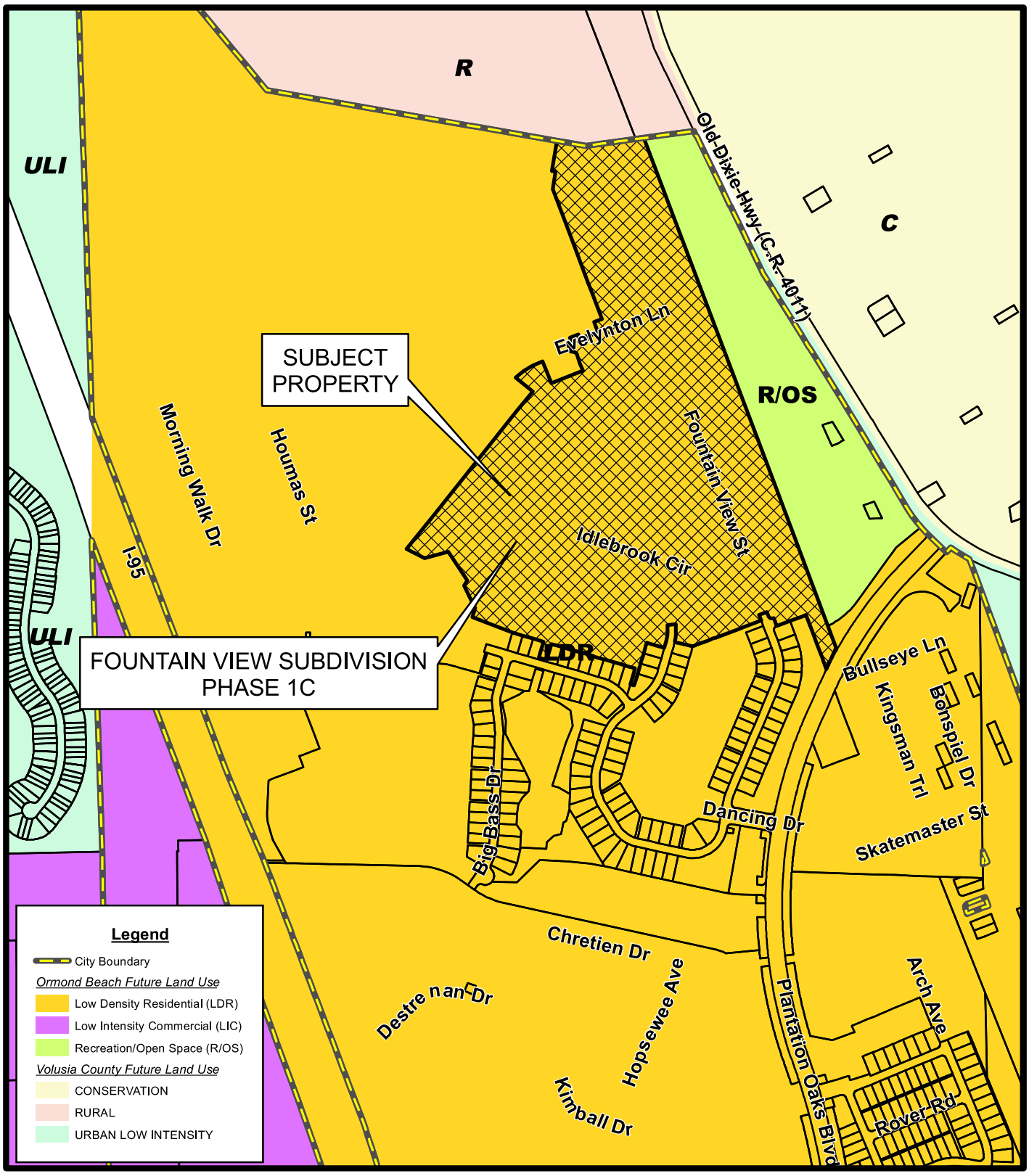

FUTURE LAND USE MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1C

Prepared By: The City of Ormond Beach
G.I.S. Department - January 29, 2024

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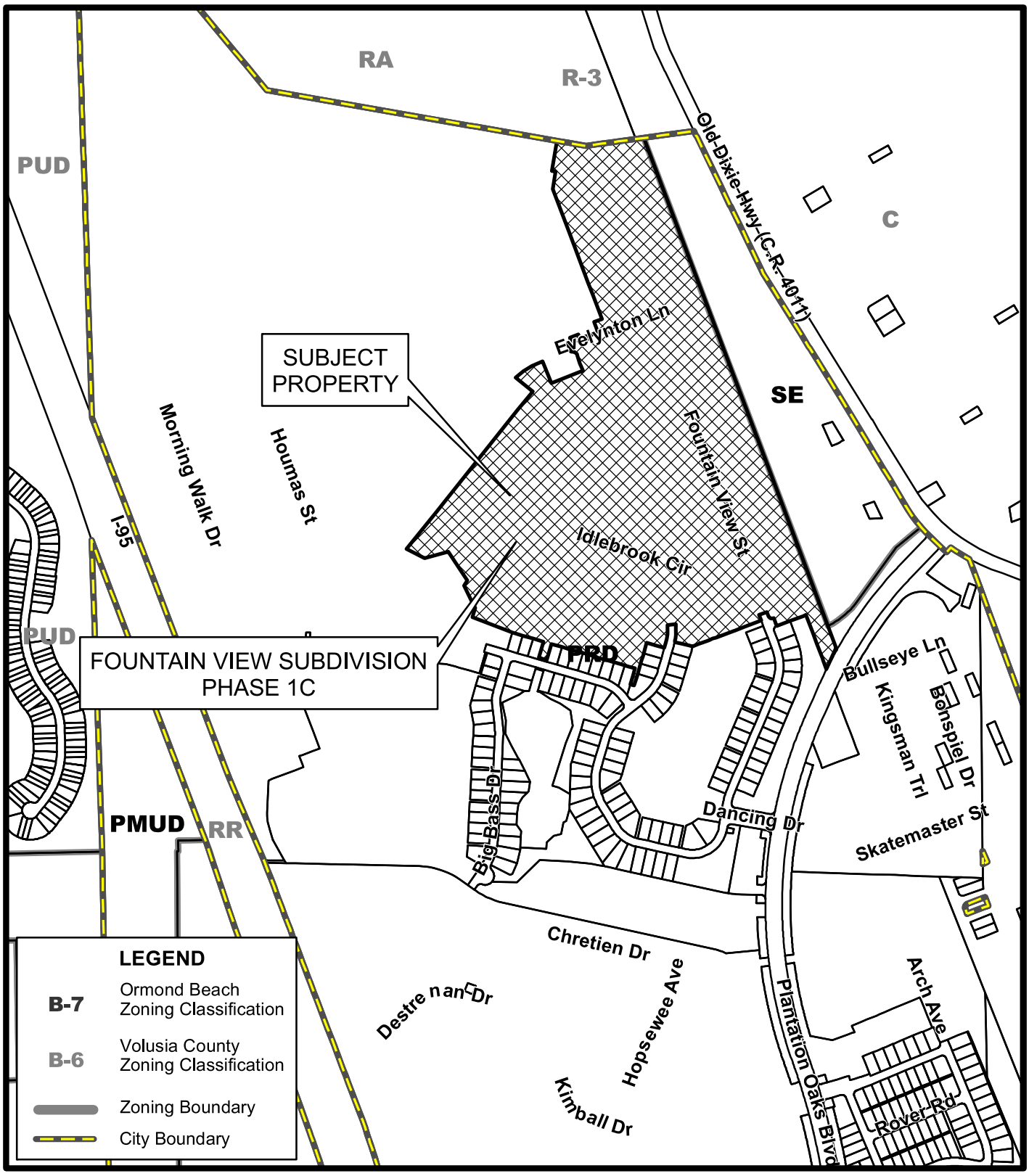

ZONING MAP
FOUNTAIN VIEW SUBDIVISION PHASE 1C

Prepared By: The City of Ormond Beach
G.I.S. Department - January 29, 2024

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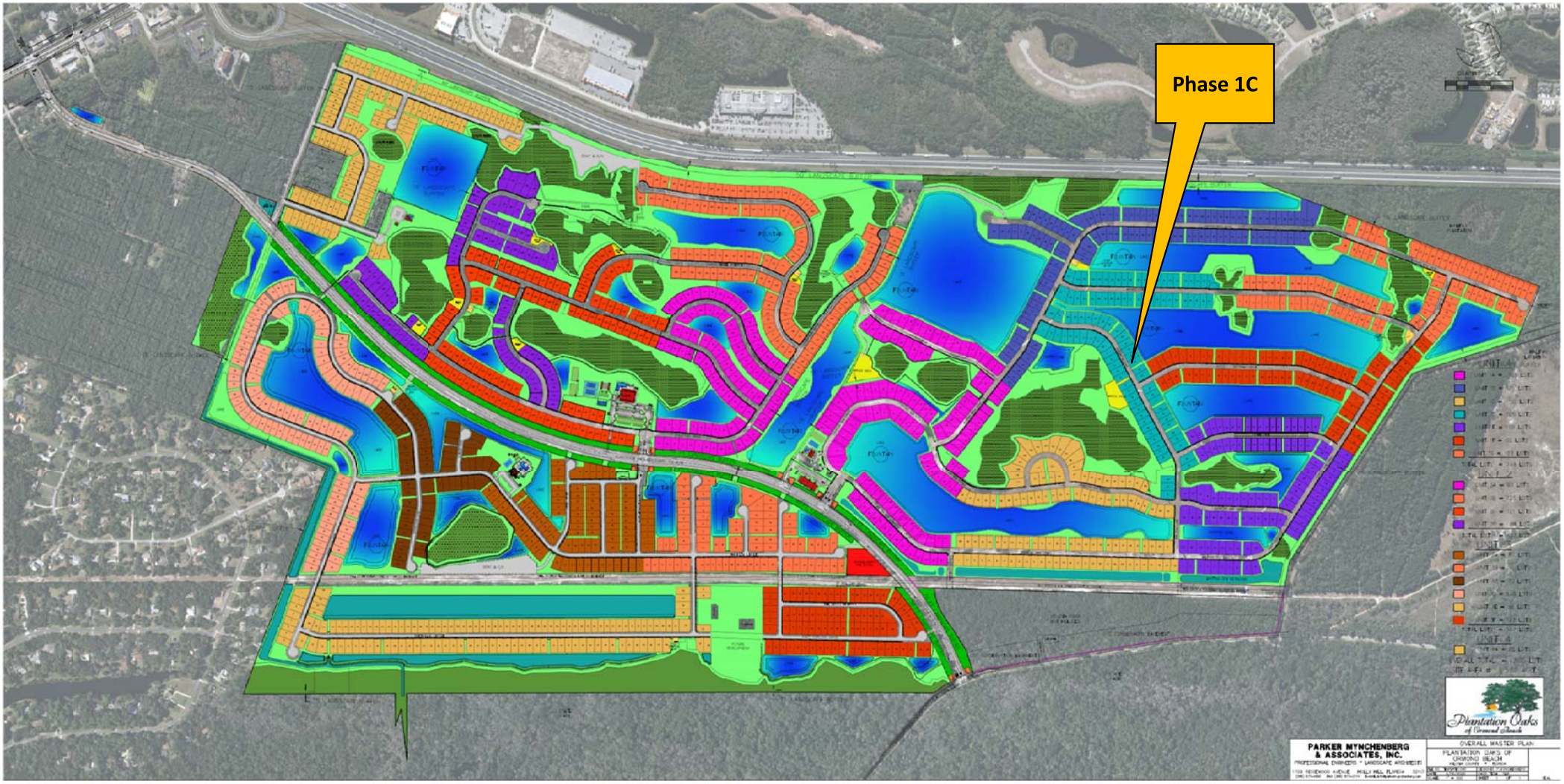
Plantation Oaks Planned Residential Development Overall Map



ATTACHMENT 2

Preliminary Plat

Resolution 2024-55

RESOLUTION NO. 2024-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "FOUNTAIN VIEW, PHASE 1C", SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Property Owner") has submitted the preliminary plat for the "Fountain View, Phase 1C" subdivision, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for "Fountain View, Phase 1C" is shown within Phase 1 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 141-lot preliminary plat for the "Fountain View, Phase 1C" subdivision, as shown in the preliminary plat attached hereto as Exhibit "A" and the construction plans attached hereto as Exhibit "B" and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance Nos. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **April 2, 2026**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded and the

appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the "Fountain View, Phase 1C" subdivision.

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

APPROVED AND AUTHENTICATED, this 2nd day of April, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH FLORIDA

W:\RMONDBEACH\DIR\DEPT\LEGAL\CITY COMMISSION ITEMS\RESOLUTION\2024\04-02-2024-53 FOUNTAIN VIEW, PHASE 1C, FKE PLAT (P24-00340).DOCX

EXHIBIT "A"
Page 1 of 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

LEGAL DESCRIPTION:

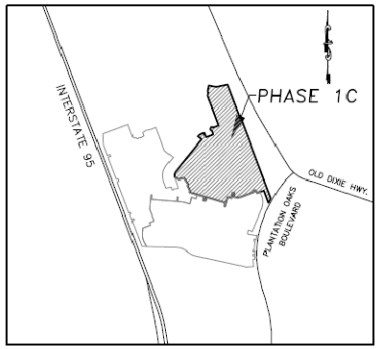
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963–2965; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.88 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET TO THE POINT OF BEGINNING; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'10"W, 120.20 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", A CHORD BEARING OF N10°11'33"E, AND A CHORD DISTANCE OF 160.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET; THENCE N39°12'42"E, 1096.02 FEET; THENCE N50°47'18"W, 125.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", A CHORD BEARING OF N54°26'21"E, AND A CHORD DISTANCE OF 115.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE N69°20'30"E, 88.50 FEET; THENCE S20°39'22"E, 124.99 FEET; THENCE N69°20'38"E, 202.65 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", A CHORD BEARING OF N15°25'06"W, AND A CHORD DISTANCE OF 50.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N65°39'22"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N24°20'38"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 92.00 FEET; THENCE N20°39'22"W, 60.00 FEET; THENCE N69°20'38"E, 50.00 FEET; THENCE N20°39'22"W, 776.84 FEET; THENCE N10°41'42"E, 51.48 FEET; THENCE N10°03'09"E, 50.00 FEET; THENCE N79°18'18"W, 19.36 FEET; THENCE N10°41'42"E TO THE SOUTHERLY LINE OF PLANTATION BAY COMMON AREA, OFFICIAL RECORDS BOOK 5861, PAGES 0454, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 207.31 FEET; THENCE N78°36'42"E, 314.26 FEET TO THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGE 122; THENCE ALONG SAID EAST LINE S20°42'02"E A DISTANCE OF 3221.27 FEET TO A POINT ON THE WESTERLY LIMITS OF PLANTATION OAKS OF ORMOND BEACH, UNIT–1 RECORDED IN MAP BOOK 59, PAGES 138–154 AND THE BEGINNING OF A NON–TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2544.07 FEET, A CENTRAL ANGLE OF 02°59'45", A CHORD BEARING OF S28°03'00"W, AND A CHORD DISTANCE OF 133.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 133.02 FEET; THENCE DEPARTING SAID PLANTATION OAKS OF ORMOND BEACH, UNIT–1 N20°42'02"W ALONG THE WESTERLY LINE OF FLORIDA POWER & LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 122, A DISTANCE OF 347.07 FEET; THENCE DEPARTING SAID WESTERLY EASEMENT LINE S69°20'38"W, 188.18 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.99 FEET, A CENTRAL ANGLE OF 90°02'58", A CHORD BEARING OF N65°39'57"W, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.28 FEET; THENCE N20°38'02"W, 23.79 FEET; THENCE S69°20'39"W, 50.00 FEET; THENCE S20°39'21"E, 35.45 FEET; THENCE S69°21'09"W, 437.90 FEET; THENCE N77°23'13"W, 110.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19°15'49", A CHORD BEARING OF N02°58'52"E, AND A CHORD DISTANCE OF 108.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 109.27 FEET; THENCE S83°20'58"W, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°57'14", A CHORD BEARING OF S04°49'35"W, AND A CHORD DISTANCE OF 109.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 110.17 FEET; THENCE S16°18'12"W, 28.37 FEET; THENCE N73°43'20"W, 110.15 FEET; THENCE S16°16'13"W, 266.98 FEET; THENCE N73°41'48"W, 25.04 FEET; THENCE N16°18'12"E, 100.00 FEET; THENCE N73°41'48"W, 519.96 FEET; THENCE S16°18'12"W, 100.00 FEET; THENCE N73°41'39"W, 50.03 FEET; THENCE N16°19'20"E, 100.00 FEET; THENCE N73°41'48"W, 195.00 FEET TO THE POINT OF BEGINNING.

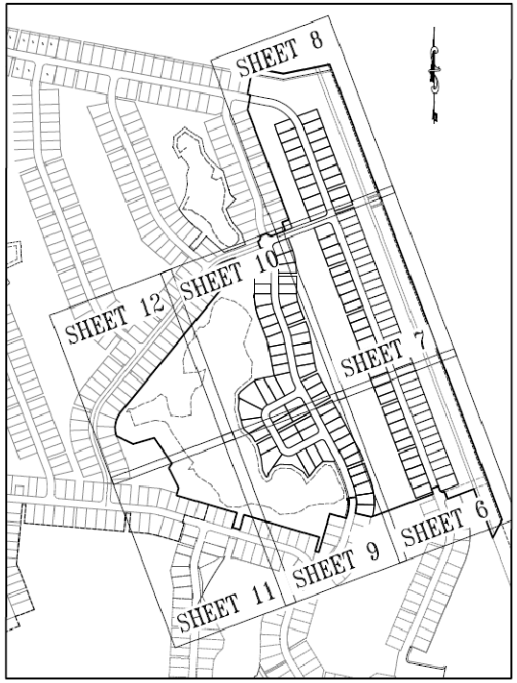
HAVING AN AREA OF 3934894.16 SQUARE FEET, 90.333 ACRES

INDEX OF SHEETS:

1	COVER SHEET (CURRENT)
2	GENERAL NOTES SHEET
3–5	KEY SHEETS
6–12	DETAIL SHEETS



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1C", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

37.50' STRICKLAND CANAL RIGHT OF WAY IS HEREBY DEDICATED IN FEE TO VOLUSIA COUNTY, 10 FOOT WIDE 20 FOOT WIDE MAINTENANCE ACCESS EASEMENT ADJACENT TO THE STRICKLAND CANAL RIGHT OF WAY IS DEDICATED TO VOLUSIA COUNTY FOR CANAL MAINTENANCE.

TRACT A SHOWN HEREON AS FOUNTAIN VIEW STREET, IDLEBROOK CIRCLE, EVELYNTON LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA ACCESS & MAINTENANCE, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF;

TRACTS 1C–1, 1C–2, 1C–3, AND 1C–5, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, AND UTILITY.

TRACT 1C–4 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND CONSERVATION.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

_____
_____
PRINT NAME

_____
_____
PRINT NAME

PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL

MY COMMISSION NUMBER_____

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1C" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____ DATE: _____, 2024.
CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____ 2024
, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____ MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____ 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. ▲ DENOTES SET PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ____, PAGES ____-____. COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK ____, PAGES ____ - ____. AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1A RECORDED IN O.R. BOOK 7584, PAGE 1319.

7. 1.0 FOOT NON-VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS PERMITTED.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.L.C., RESOLUTION NO. 2002-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021-03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGES 2898-2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

18. THE TEMPORARY TURN-AROUND EASEMENT SHOWN ON SHEET 8 TO BE VACATED UPON ROAD EXTENSION.

19. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

20. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

21. THIS IS SUBJECT TO THE AMENDMENT OF THE COVENANTS AND RESTRICTIONS FOR FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION RECORDED IN ORB ____, PGS ____-____ PUBLIC RECORDS OF VOLUSIA COUNTY.

TOTAL PHASE 1C SITE AREA = 90.333 ACRES
TOTAL L.F. OF ROADS PH. 1C = 6192.29 L.F.

LOTS 259-399	25.637 ACRES
PARCEL A LIFT STATION	0.069 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W	6.995 ACRES
TRACT 1C-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	15.261 ACRES
TRACT 1C-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	12.018 ACRES
TRACT 1C-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.755 ACRES
TRACT 1C-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, & CONSERVATION	27.027 ACRES
TRACT 1C-5 COMMON AREA, ACCESS, DRAINAGE & UTILITY	0.113 ACRES
STRICKLAND CANAL 37.50 FEET RIGHT OF WAY TO VOLUSIA COUNTY	0.458 ACRES

TOTAL NUMBER OF LOTS = 141 LOTS
MINIMUM LOT SIZE 55' X 110'
TOTAL NUMBER OF TRACTS = 6

PRIVATE ROADS	LINEAR FEET
FOUNTAIN VIEW STREET	4800.30 L.F.
EVELYNTON LANE	521.52 L.F.
IDLEBROOK CIRCLE	870.47 L.F.

SET BACKS

FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.
SIDE CORNER NO ACCESS	15.00 FT.

ACCESSORY SET BACKS

SIDE YARD	7.50 FT.
SIDE YARD CORNER NO ACCESS	15.00 FT.
REAR YARD	5.00 FT.
FRONT YARD	20.00 FT.

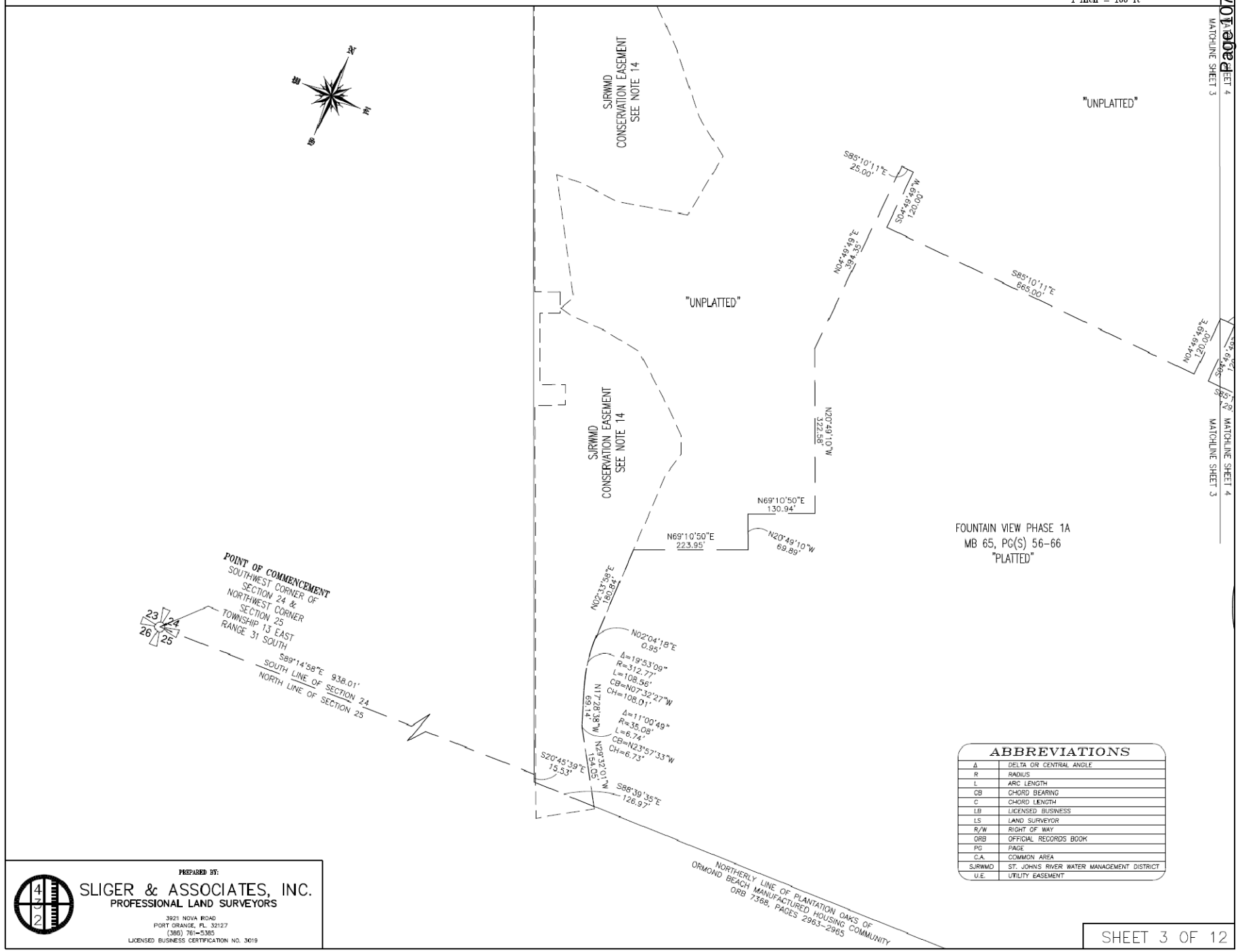
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

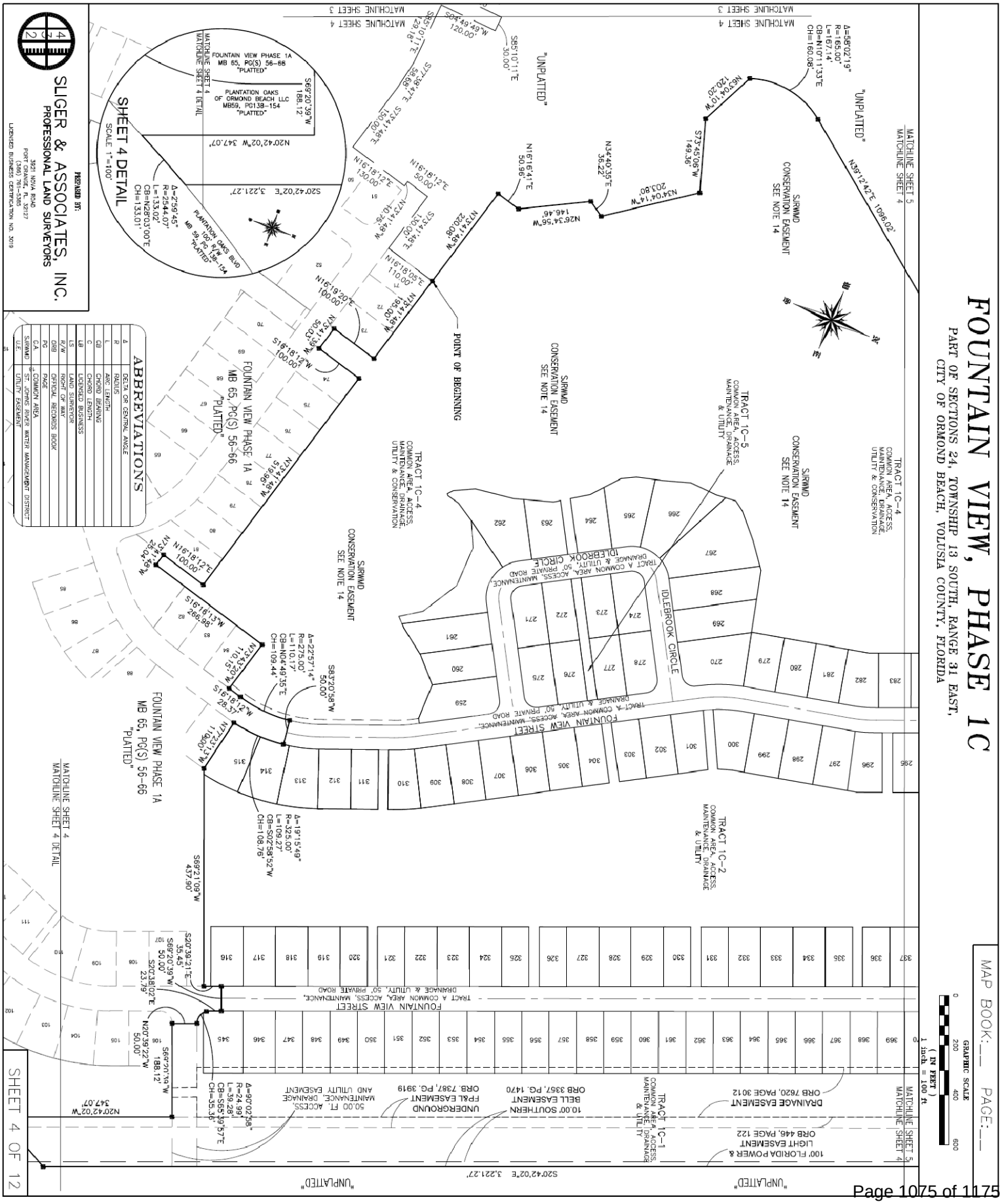
GRAPHIC SCALE
0 200 400 600
(IN FEET)
1 inch = 100 ft

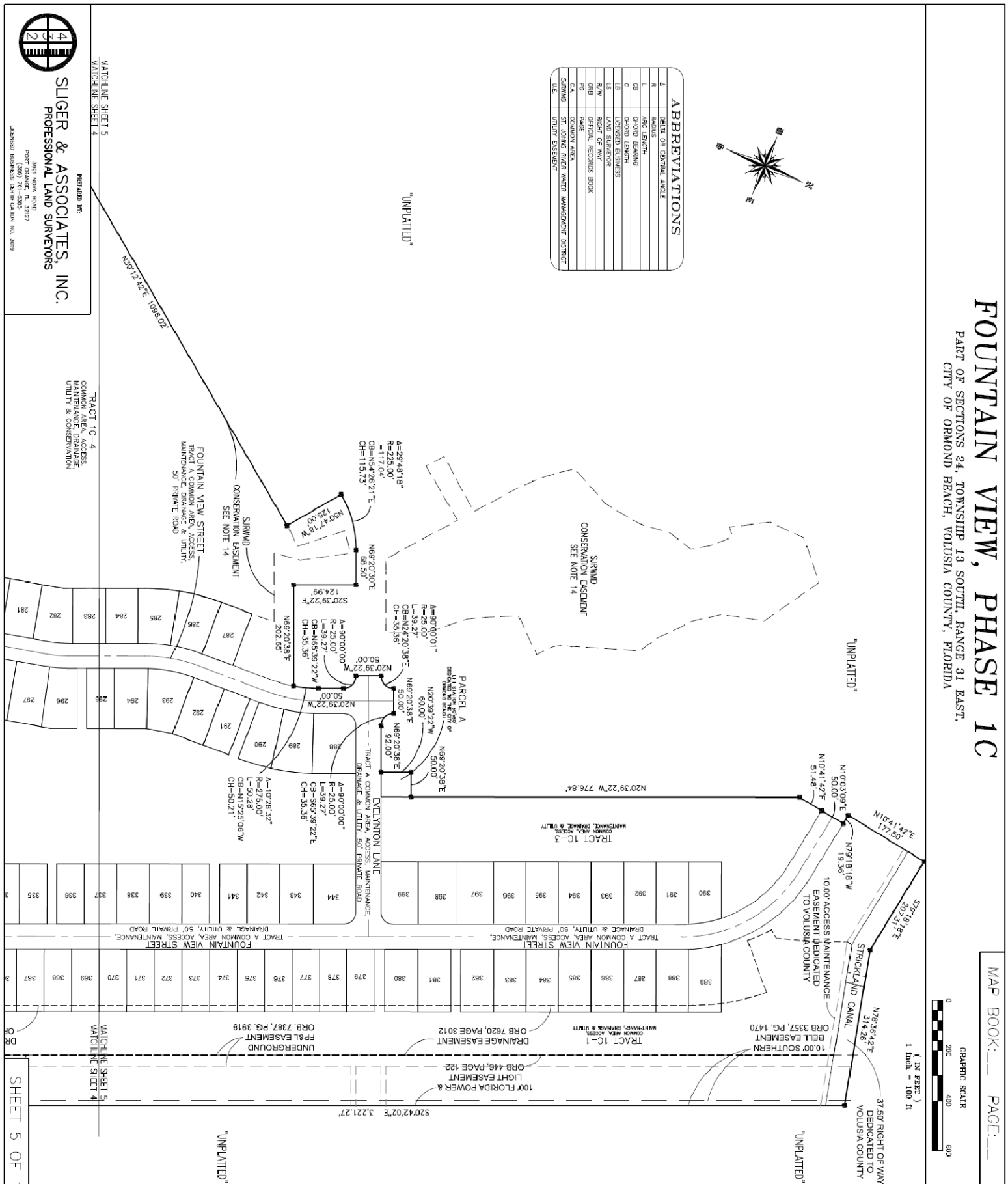


ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019


FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
SHEET 4 OF 12
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
SHEET 4 DETAIL
SCALE 1"=100'
ABBREVIATIONS
POINT OF BEGINNING
FOUNTAIN VIEW PHASE 1A MB 65, PG(S) 56-66 "PLATTED"
FOUNTAIN VIEW PHASE 1B MB 65, PG(S) 56-66 "PLATTED"
FOUNTAIN VIEW STREET
IDLEBROOK CIRCLE
TRACT 1C-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
TRACT 1C-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
TRACT 1C-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION
TRACT 1C-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
SJRWMD CONSERVATION EASEMENT SEE NOTE 14
"UNPLATTED"
MATCHLINE SHEET 4 DETAIL
MATCHLINE SHEET 5
MATCHLINE SHEET 3
MATCHLINE SHEET 4
FOUNTAIN VIEW PHASE 1A MB 65, PG(S) 56-66 "PLATTED"
PLANTATION OAKS OF ORMOND BEACH LLC MB59, PG138-154 "PLATTED"
PLANTATION OAKS BLVD MB 59, PG 138-154 "PLATTED"
DRAINAGE EASEMENT ORB 7620, PAGE 3012
100' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470
UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919
50.00' FT. ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft
0 200 400 600

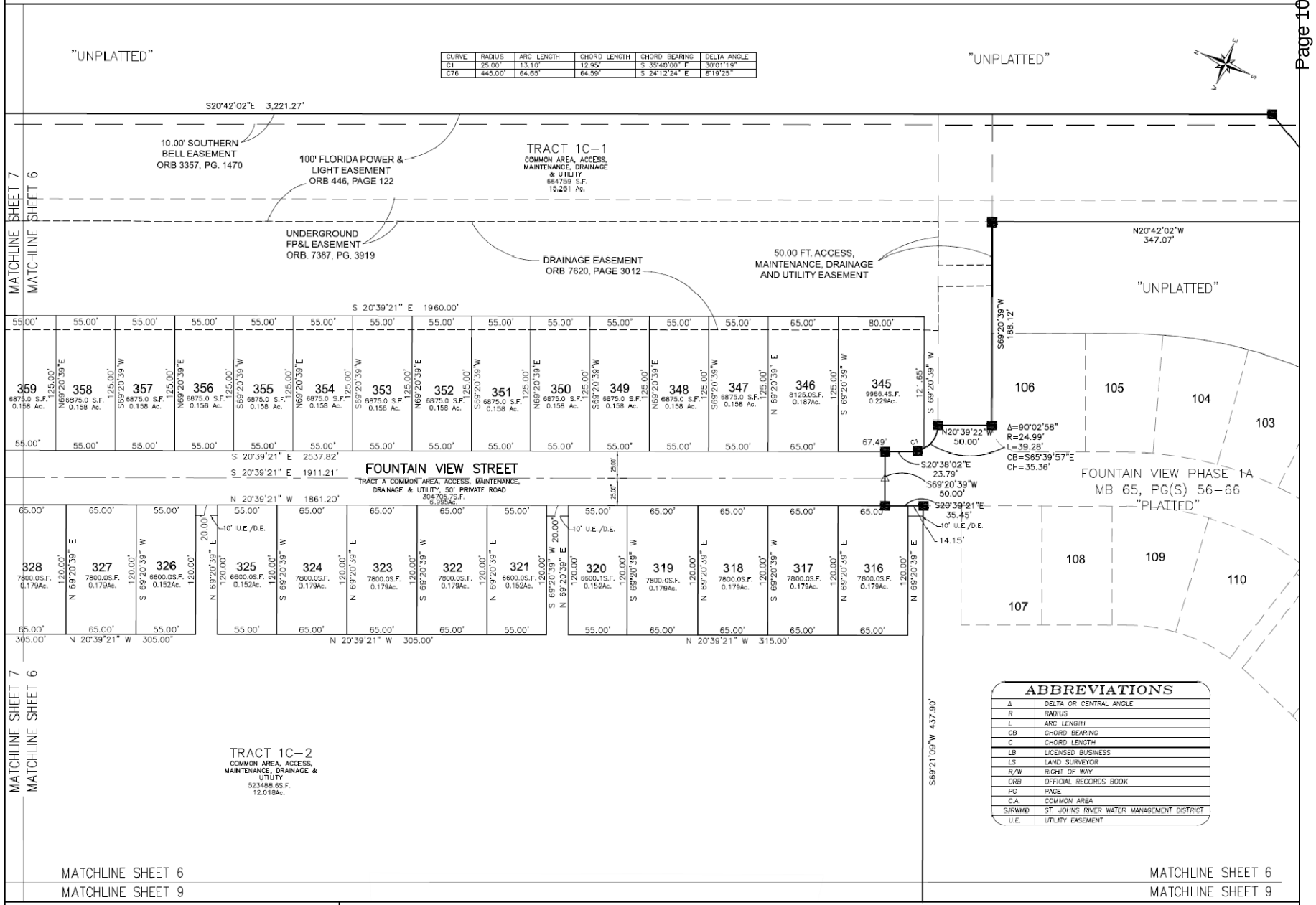

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
ABBREVIATIONS
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
C CHORD LENGTH
LB LICENSED BUSINESS
LS LAND SURVEYOR
R/W RIGHT OF WAY
ORB OFFICIAL RECORDS BOOK
PG PAGE
C.A. COMMON AREA
SJRWMD ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E. UTILITY EASEMENT
MATCHLINE SHEET 5
MATCHLINE SHEET 4
N39°12'42"E 1096.02'
"UNPLATTED"
TRACT 1C-4
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION
FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
SJRWMD CONSERVATION EASEMENT SEE NOTE 14
N69°20'30"E 68.50'
S20°39'22"E 124.99'
N69°20'38"E 202.65'
Δ=29°48'18" R=225.00' L=117.04' CB=N54°26'21"E CH=115.73'
N50°47'18"W 125.00'
Δ=90°00'00" R=25.00' L=39.27' CB=N65°39'22"W CH=35.36'
N20°39'22"W 50.00'
Δ=90°00'01" R=25.00' L=39.27' CB=N24°20'38"E CH=35.36'
N69°20'38"E 50.00'
N20°39'22"W 60.00'
N69°20'38"E 92.00'
N69°20'38"E 50.00'
PARCEL A
LOT 1, BLOCK 1, REPLAT OF OCEAN PARK SUBDIVISION TO THE CITY OF ORMOND BEACH
EVELYNTON LANE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
N20°39'22"W 776.84'
N10°03'09"E 50.00'
N10°41'42"E 51.48'
N10°41'42"E 177.50'
N79°18'18"W 19.36'
S79°18'18"E 20.73'
10.00' ACCESS MAINTENANCE EASEMENT DEDICATED TO VOLUSIA COUNTY
STRICKLAND CANAL
N78°36'42"E 314.26'
37.50 RIGHT OF WAY DEDICATED TO VOLUSIA COUNTY
TRACT 1C-3
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
Δ=10°28'32" R=275.00' L=50.28' CB=N15°25'06"W CH=50.21'
Δ=90°00'00" R=25.00' L=39.27' CB=S65°39'22"E CH=35.36'
ORB 3357, PG. 1470
BELL EASEMENT
10.00' SOUTHERN
ORB 7620, PAGE 3012
DRAINAGE EASEMENT
ORB. 7387, PG. 3919
UNDERGROUND FP&L EASEMENT
ORB 446, PAGE 122
100' FLORIDA POWER & LIGHT EASEMENT
S20°42'02"E 3,221.27'
"UNPLATTED"
"UNPLATTED"
"UNPLATTED"
MATCHLINE SHEET 5
MATCHLINE SHEET 4
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft
0 200 400 600
MAP BOOK:__ PAGE:__
SHEET 5 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	13.10'	12.95'	S 35°40'00" E	30°01'19"
C76	445.00'	64.65'	64.59'	S 24°12'24" E	8°19'25"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	25.00'	39.27'	35.36'	N 65°39'22" W	90°00'02"
C3	25.00'	39.27'	35.36'	N 24°20'38" E	89°59'58"
C4	445.00'	82.64'	82.52'	N 13°42'01" W	10°38'26"
C5	445.00'	84.66'	84.61'	N 04°13'02" W	8°19'32"
C35	445.00'	12.68'	12.68'	S 19°50'12" E	1°37'56"
C75	445.00'	161.56'	160.67'	S 10°27'18" E	20°48'04"

"UNPLATTED"

"UNPLATTED"

S20°42'02"E 3,221.27'

10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470

100' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122

UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919

TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
664759 S.F.
15.261 Ac.

DRAINAGE EASEMENT ORB 7620, PAGE 3012

MATCHLINE SHEET 8
MATCHLINE SHEET 7

MATCHLINE SHEET 7
MATCHLINE SHEET 6

S 20°39'21" E 1960.00'

S 20°39'21" E 2537.82'

S 20°39'21" E 1911.21'

N 20°39'21" W 1861.21'

FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
304709.75 S.F.
6.995Ac.

EVELYNTON LANE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
304709.75 S.F.
6.995Ac.

1 FT NON VEHICULAR ACCESS EASEMENT

10' U.E./D.E.

N 20°39'21" W 272.50'

N 20°39'21" W 305.00'

N 20°39'21" W 305.00'

N 20°39'21" W 305.00'

TRACT 1C-2
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
5234895.F.
12.018Ac.

S 20°39'22" E 73.46'

S00°03'16"E 4.15'

S 00°03'16" E 56.00'

S 09°31'22" E 54.49'

S 20°39'22" E 51.67'

MATCHLINE SHEET 7
MATCHLINE SHEET 10

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
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PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND
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- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND
- ▣ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	275.00'	281.50'	269.37'	s 49°58'49" e	58°38'58"
C7	250.00'	255.91'	244.88'	N 49°58'50" W	58°38'58"
C8	300.00'	307.09'	293.85'	N 49°58'50" W	58°38'58"
C9	300.00'	65.92'	65.78'	S 29°30'25" E	12°35'20"
C10	300.00'	13.39'	13.39'	N 21°56'03" W	2°33'24"
C11	250.00'	66.34'	66.14'	S 31°19'33" E	15°12'13"
C12	250.00'	13.39'	13.39'	N 22°11'24" W	3°04'06"

"UNPLATTED"

"UNPLATTED"

"UNPLATTED"

"UNPLATTED"

S20°42'02"E 3,221.27'

10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470

100' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122

TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
664759 S.F.
15.261 Ac.

UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919

DRAINAGE EASEMENT ORB 7620, PAGE 3012

MATCHLINE SHEET 8

MATCHLINE SHEET 7

N76°36'42"E 314.26'

37.50' RIGHT OF WAY DEDICATED TO VOLUSIA COUNTY
19949 Sq. Feet
0.4580 Acres

STRICKLAND CANAL

10.00' ACCESS MAINTENANCE EASEMENT DEDICATED TO VOLUSIA COUNTY

S 20°39'21" E 520.00'

S 20°39'21" E 132.50'

389	388	387	386	385	384	383	382	381	380
8394.0S.F. 0.193Ac.	8126.3S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8437.6S.F. 0.194Ac.

FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
304706.7S.F.
6.995Ac.

S 20°39'21" E 2537.82'

S 20°39'21" E 626.62'

N 20°39'21" W 576.62'

Δ=43°30'13"
R=300.00'
A=227.78'
CB=N 57°33'12" W
C=222.35'

Δ=32°03'19"
R=250.00'
A=139.87'
CB=S 54°57'19" E
C=138.05'

S79°18'18"E 207.31'

390	391	392	393	394	395	396	397	398	399
7800.7S.F. 0.179Ac.	8123.5S.F. 0.186Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	8125.0S.F. 0.187Ac.	9375.0S.F. 0.215Ac.	9375.0S.F. 0.215Ac.	9240.8S.F. 0.212Ac.

S 20°39'21" E 680.00'

1 FT NON VEHICULAR ACCESS EASEMENT

10' U.E./D.E.

TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
664759.1S.F.
15.261Ac.

N 20°39'22" W 114.04'

S 79°18'18" E 146.17'

S 79°18'18" E 126.52'

N 79°18'18" W 126.74'

Δ=40°22'39"
R=250.00'
A=176.18'
CB=N 59°06'59" W
C=172.56'

TEMPORARY TURN AROUND EASEMENT TO BE VACATED UPON ROAD EXTENSION.

N10°41'42"E 177.50'

N79°18'18"W 19.36'

N10°03'09"E 50.00'

N10°41'42"E 51.48'

TRACT 1C-3
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, & UTILITY
120001S.F.
2.755Ac.

PARCEL A
LIFT STATION 50'x60' TO BE DEDICATED TO THE CITY OF ORMOND BEACH
3000.0S.F.
0.069Ac.

N20°39'22"W 776.84'

S20°39'22"E 60.00'

N69°20'38"E 50.00'

N20°39'22"W 60.00'

N69°20'38"E 92.00'

S 69°20'38" W 371.52'

129.52'

50.00'

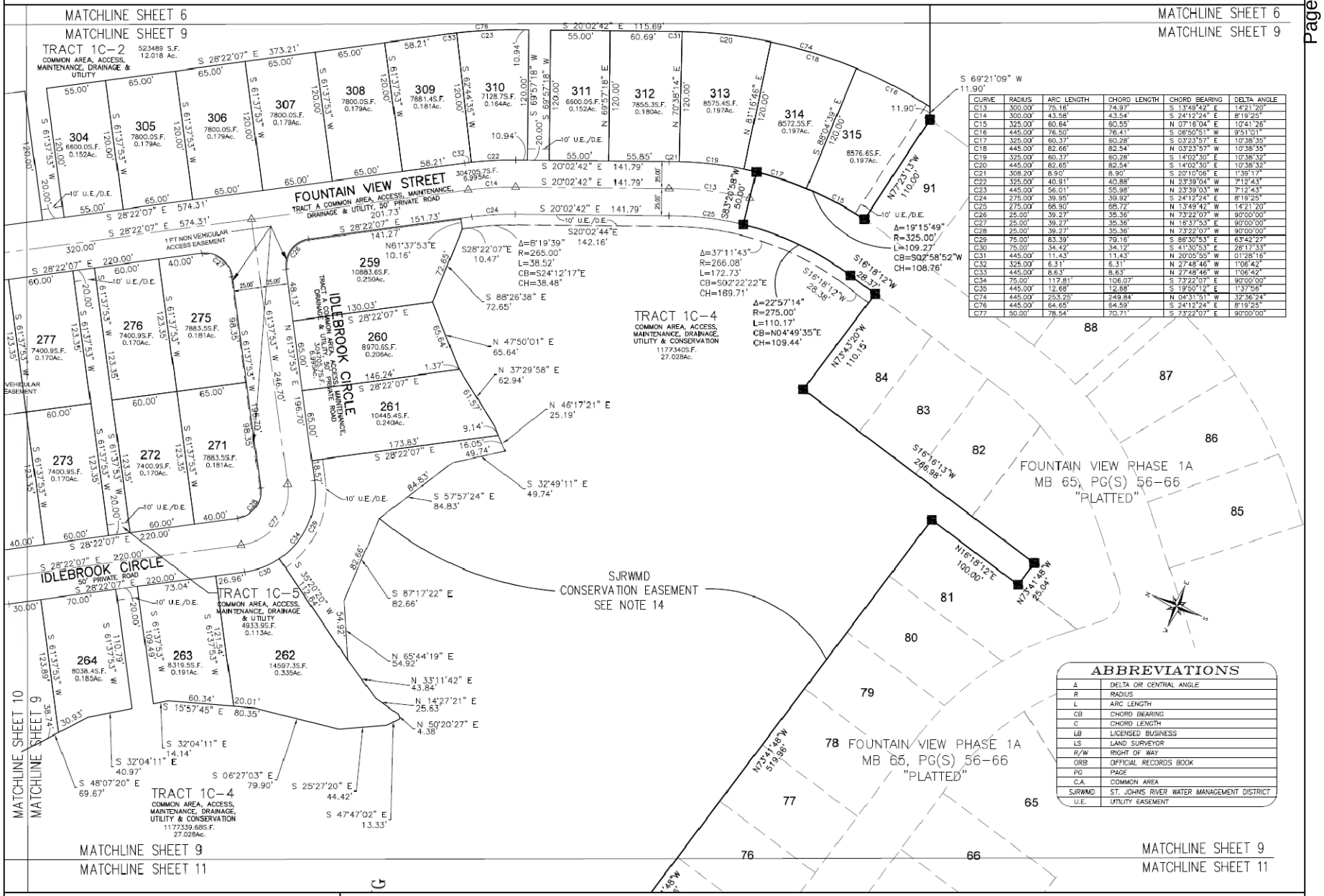
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C13	300.00'	75.16'	74.97'	S 13°49'42" E	14°21'20"
C14	300.00'	43.58'	43.54'	S 24°12'24" E	8°19'25"
C15	325.00'	60.64'	60.55'	N 07°16'04" E	10°41'26"
C16	445.00'	76.50'	76.41'	S 08°50'51" W	9°51'01"
C17	325.00'	60.37'	60.28'	S 03°23'57" E	10°38'35"
C18	445.00'	82.66'	82.54'	N 03°23'57" W	10°38'35"
C19	325.00'	60.37'	60.28'	S 14°02'30" E	10°38'32"
C20	445.00'	82.65'	82.54'	S 14°02'30" E	10°38'32"
C21	308.20'	8.90'	8.90'	S 20°10'06" E	1°39'17"
C22	325.00'	40.91'	40.88'	N 23°39'04" W	7°12'43"
C23	445.00'	56.01'	55.98'	N 23°39'03" W	7°12'43"
C24	275.00'	39.95'	39.92'	S 24°12'24" E	8°19'25"
C25	275.00'	66.80'	66.72'	N 13°49'42" W	14°21'20"
C26	25.00'	39.27'	35.36'	N 73°22'07" W	90°00'00"
C27	25.00'	39.27'	35.36'	N 16°37'53" E	90°00'00"
C28	25.00'	39.27'	35.36'	N 73°22'07" W	90°00'00"
C29	75.00'	83.39'	79.16'	S 86°30'53" E	63°42'27"
C30	75.00'	34.42'	34.12'	S 41°30'53" E	26°17'33"
C31	445.00'	11.43'	11.43'	N 20°05'55" W	01°28'16"
C32	325.00'	6.31'	6.31'	N 27°48'46" W	1°06'42"
C33	445.00'	8.63'	8.63'	N 27°48'46" W	1°06'42"
C34	75.00'	117.81'	106.07'	S 73°22'07" E	90°00'00"
C35	445.00'	12.68'	12.68'	S 19°50'12" E	1°37'56"
C74	445.00'	253.25'	249.84	N 04°31'51" W	32°36'24"
C76	445.00'	64.65'	64.59'	S 24°12'24" E	8°19'25"
C77	50.00'	78.54'	70.71'	S 73°22'07" E	90°00'00"

ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
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3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND
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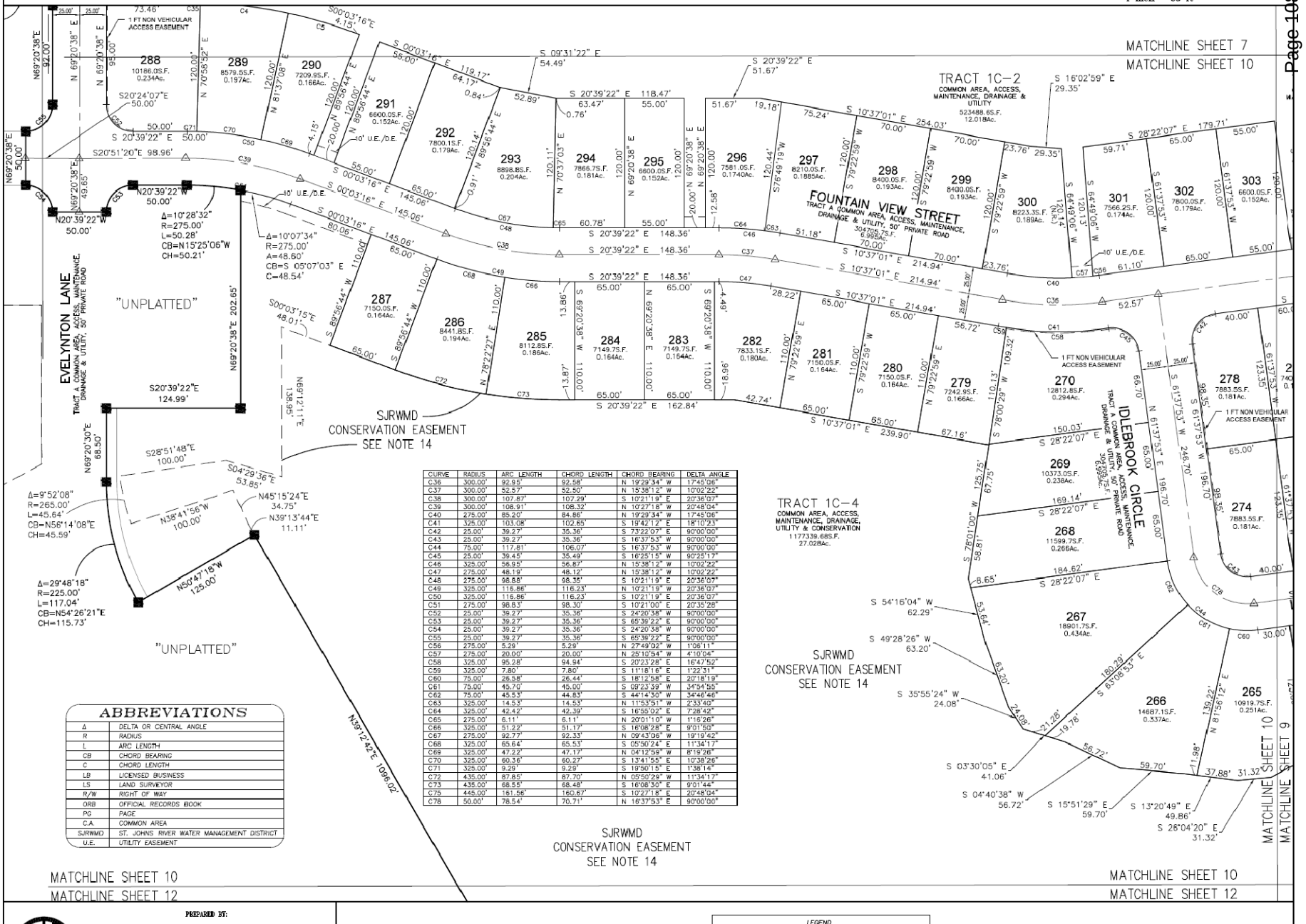
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C36	300.00'	92.6'	92.58'	N 19°29'34" W	17°45'06"
C37	300.00'	52.57'	52.50'	N 15°38'12" W	10°02'22"
C38	300.00'	107.87'	107.29'	S 10°21'19" E	20°36'07"
C39	300.00'	108.91'	108.32'	N 10°27'18" W	20°48'04"
C40	275.00'	85.20'	84.86'	N 19°29'34" W	17°45'06"
C41	325.00'	103.08'	102.65'	S 19°42'12" E	18°10'23"
C42	25.00'	39.27'	35.36'	S 73°22'07" E	90°00'00"
C43	25.00'	39.27'	35.36'	S 16°37'53" W	90°00'00"
C44	75.00'	117.81'	106.07'	S 16°37'53" W	90°00'00"
C45	25.00'	39.45'	35.49'	S 16°25'15" W	90°25'17"
C46	325.00'	56.95'	56.87'	N 15°38'12" W	10°02'22"
C47	275.00'	48.19'	48.12'	N 15°38'12" W	10°02'22"
C48	275.00'	98.88'	98.35'	S 10°21'19" E	20°36'07"
C49	325.00'	116.86'	116.23'	N 10°21'19" W	20°36'07"
C50	325.00'	116.86'	116.23'	S 10°21'19" E	20°36'07"
C51	275.00'	98.53'	98.30'	S 10°21'00" E	20°35'28"
C52	25.00'	39.27'	35.36'	S 24°20'38" W	90°00'00"
C53	25.00'	39.27'	35.36'	S 65°39'22" E	90°00'00"
C54	25.00'	39.27'	35.36'	S 24°20'38" W	90°00'00"
C55	25.00'	39.27'	35.36'	S 65°39'22" E	90°00'00"
C56	275.00'	5.29'	5.29'	N 27°49'02" W	1°06'11"
C57	275.00'	20.00'	20.00'	N 25°10'54" W	4°10'04"
C58	325.00'	95.28'	94.94'	S 20°21'28" E	16°47'52"
C59	325.00'	7.80'	7.80'	S 11°18'16" E	1°22'31"
C60	75.00'	26.58'	26.44'	S 18°12'58" E	20°18'19"
C61	75.00'	45.70'	45.00'	S 09°23'39" W	34°54'55"
C62	75.00'	45.53'	44.83'	S 44°14'30" W	34°46'46"
C63	325.00'	14.53'	14.53'	N 11°53'51" W	2°33'40"
C64	325.00'	42.42'	42.39'	S 16°55'02" E	7°28'42"
C65	275.00'	6.11'	6.11'	N 20°01'10" W	1°16'26"
C66	325.00'	51.22'	51.17'	S 16°08'28" E	9°01'50"
C67	275.00'	92.77'	92.33'	N 09°43'06" W	19°19'42"
C68	325.00'	65.64'	65.53'	S 05°30'24" E	11°34'17"
C69	325.00'	47.22'	47.17'	N 04°12'59" W	8°19'26"
C70	325.00'	60.36'	60.27'	S 13°41'55" E	10°38'26"
C71	325.00'	9.29'	9.29'	S 19°50'15" E	1°38'14"
C72	435.00'	87.85'	87.70'	N 05°50'29" W	11°34'17"
C73	435.00'	68.55'	68.48'	S 16°08'30" E	9°01'44"
C75	445.00'	161.56'	160.67'	S 10°27'18" E	20°48'04"
C78	50.00'	78.54'	70.71'	N 16°37'53" E	90°00'00"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

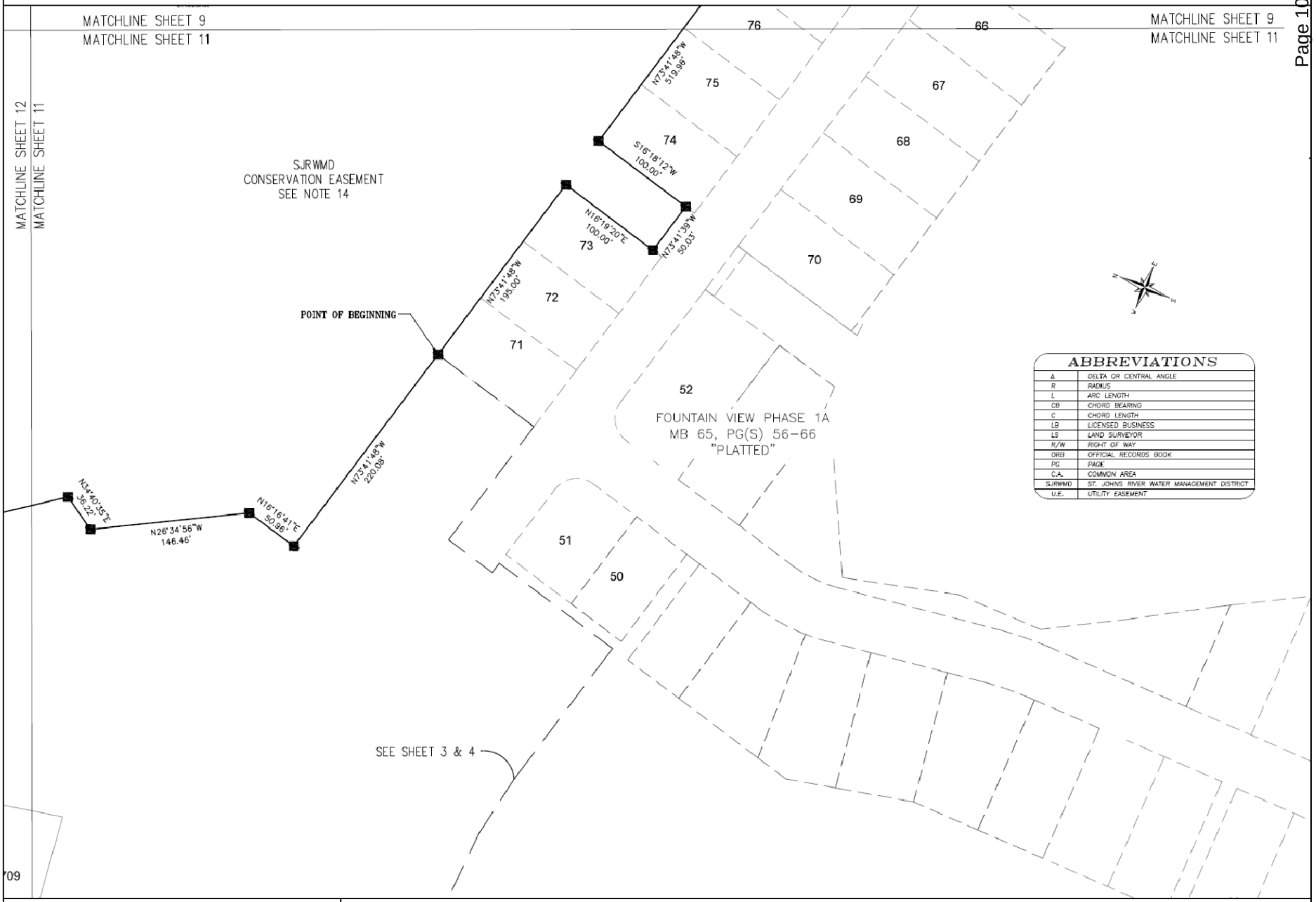
OR Book/Page: 1081 of 1175

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
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PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
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3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

MATCHLINE SHEET 10
MATCHLINE SHEET 12

N59°12'42"E 1096.02'

SJRWMD
CONSERVATION EASEMENT
SEE NOTE 14

TRACT 1C-4
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION
1177340S.F.
27.028Ac.

MATCHLINE SHEET 12
MATCHLINE SHEET 11

N34°04'14"W
203.80'

S73°45'06"W
149.36'

N63°04'10"W
120.20'

Δ=58°02'19"
R=165.00'
L=167.14'
CB=N10°11'33"E
CH=160.08'

ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
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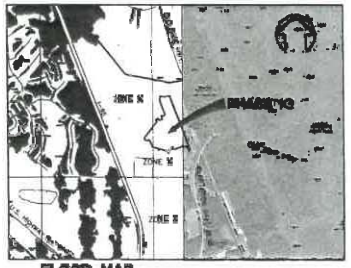
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT

SHEET 12 OF 12

FOUNTAIN VIEW
OF ORMOND BEACH
PRELIMINARY/FINAL PLAT & CONSTRUCTION PLANS
PHASE 1C
ORMOND BEACH, FLORIDA

GENERAL NOTES



FLOOD MAP

LOCATION MAP

SOILS MAP

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S4	BOUNDARY AND TOPOGRAPHIC SURVEY
P1-P12	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP-PHASE 1C
3-5	DEMOLITION AND EROSION CONTROL PLAN
5-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-17	PLAN & PROFILE
18-23	PAVING AND DRAINAGE DETAILS
24-25	WATER DISTRIBUTION SYSTEM DETAILS
26-27	SANITARY COLLECTION SYSTEM DETAILS
28-29	LIFT STATION DETAILS
30-31	REUSE SYSTEM WATER DETAILS
32	OVERALL LOT LANDSCAPE PLAN
33	LANDSCAPE INFORMATION SHEET
34	LANDSCAPE DETAILS
35	IRRIGATION DETAILS

LAND USE TABULATION

PROJECT NAME

PROJECT DESCRIPTION

DEVELOPER

PLANTATION OAKS OF ORMOND BEACH, LLC

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT

SURVEYOR

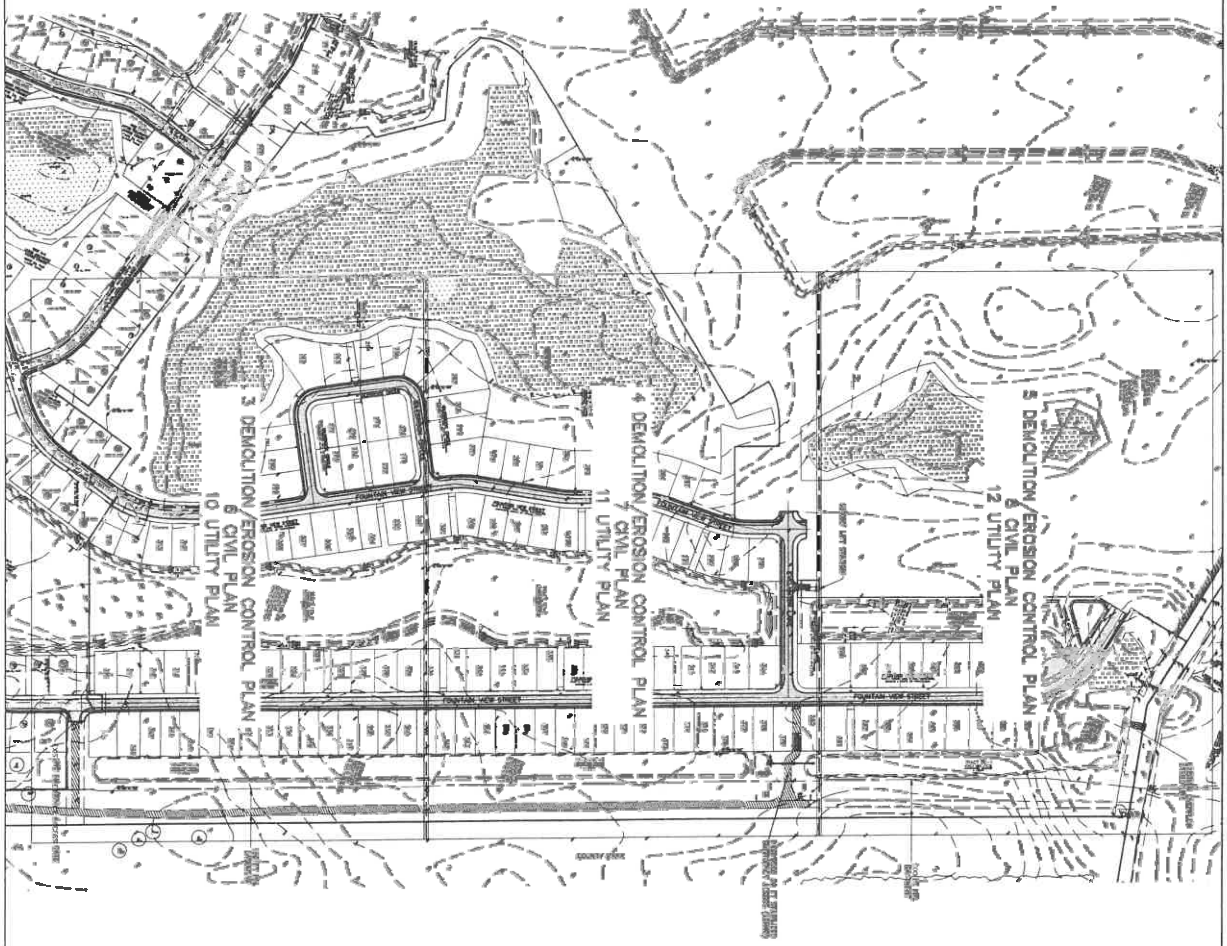
TRAFFIC CONSULTANT

PROJECT ATTORNEY

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

FOUNTAIN VIEW PHASE 1C
COVER SHEET

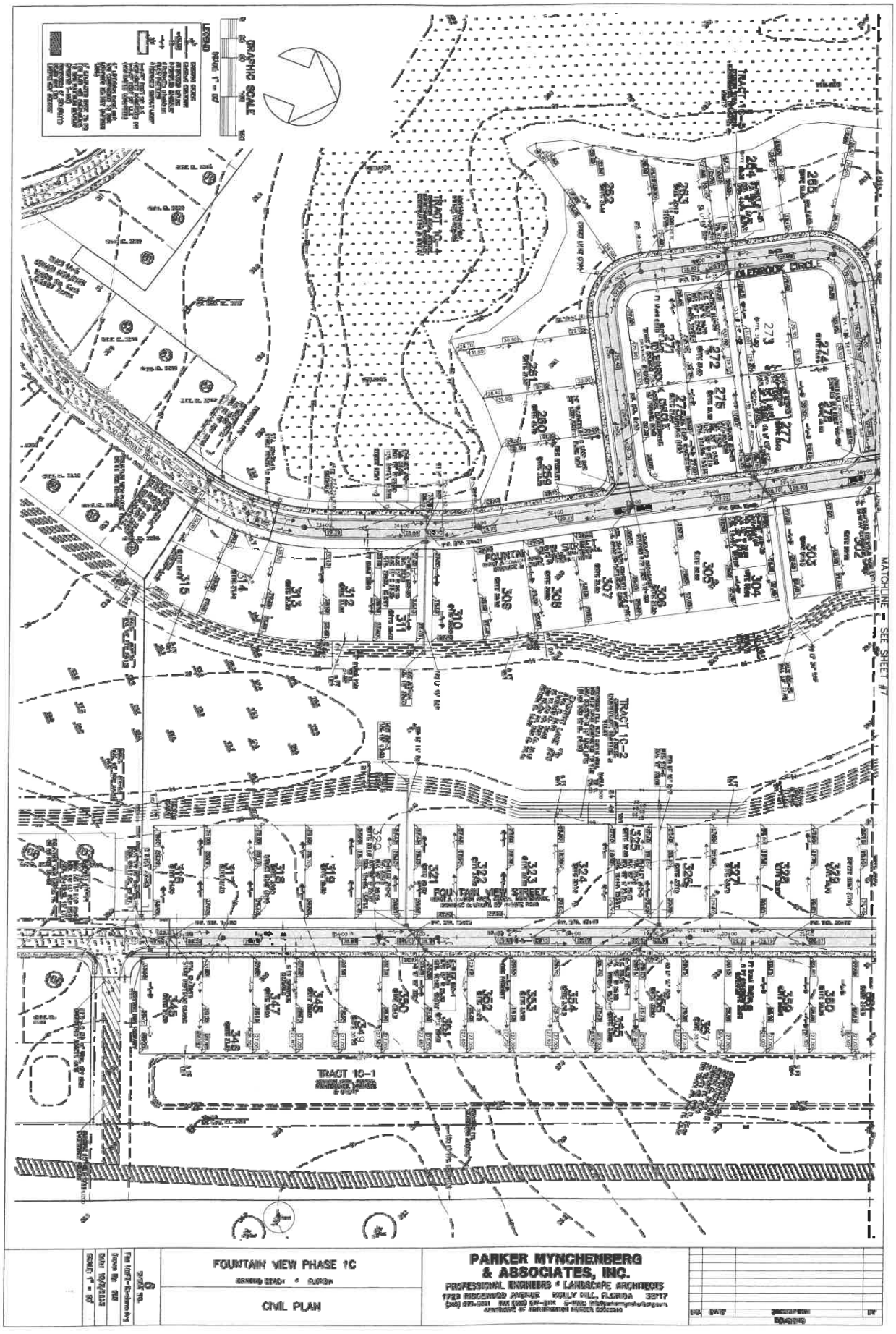
SHEET NO. 1

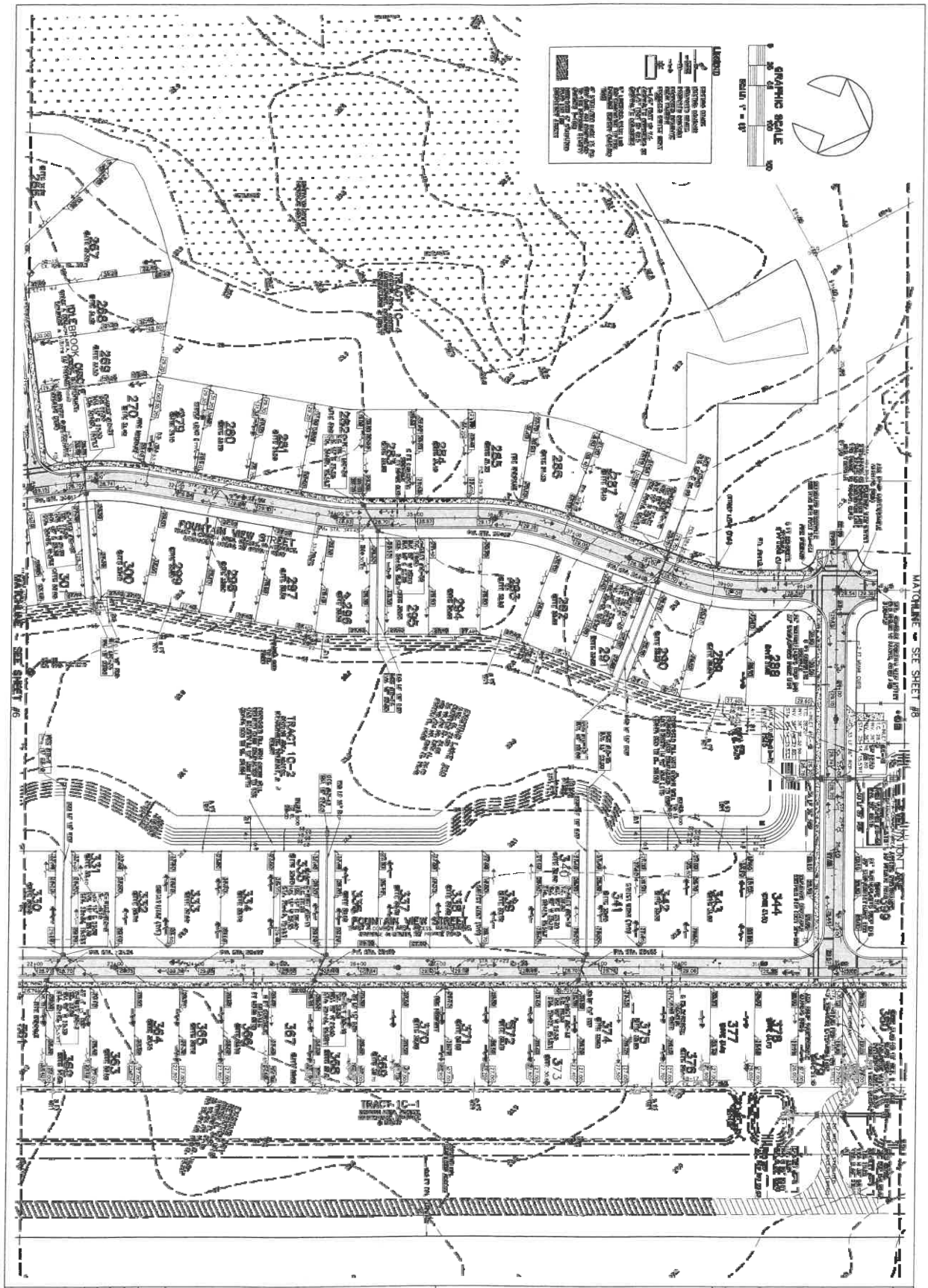


FOUNTAIN VIEW PHASE 1C

OVERALL PLAN / KEY MAP

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

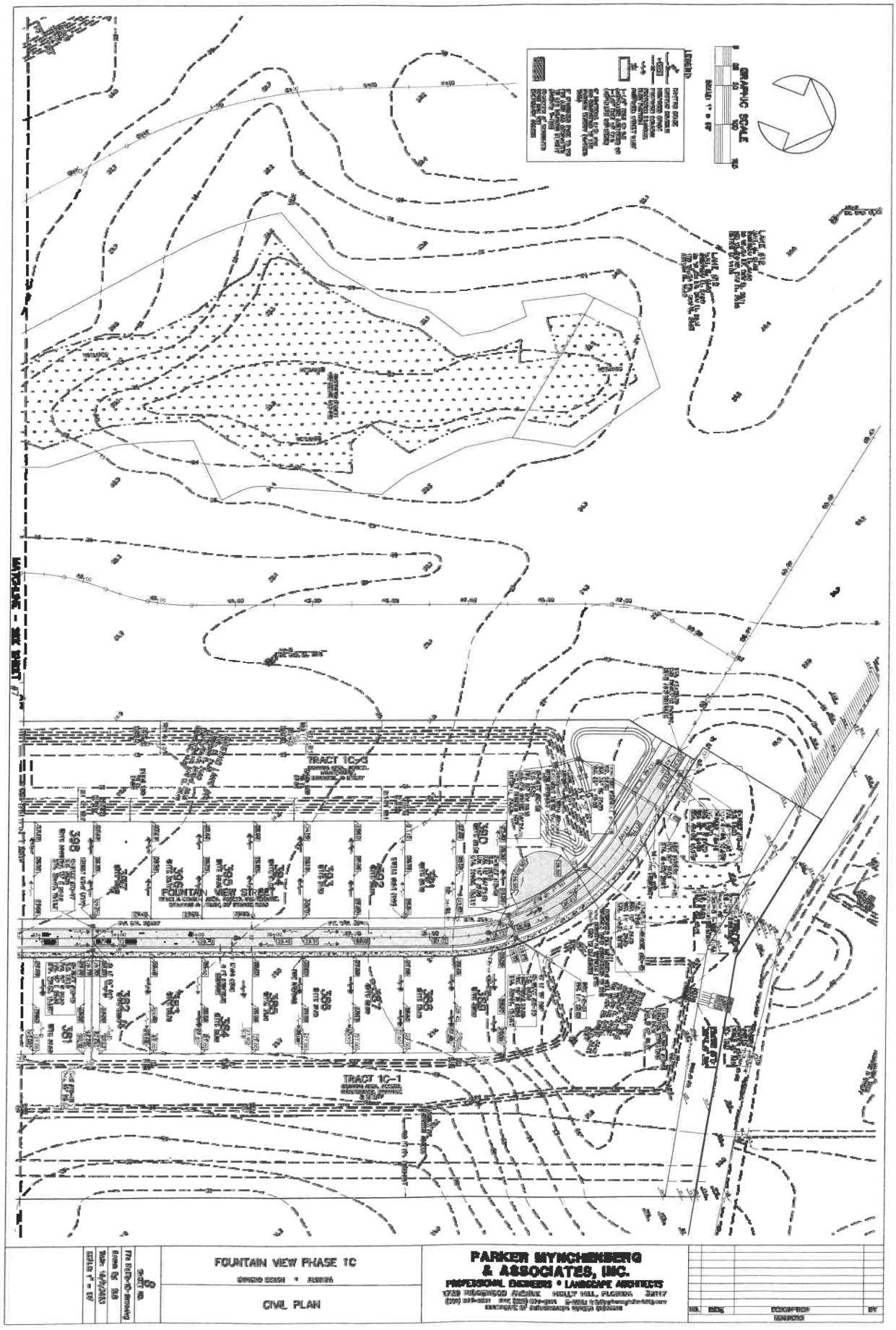

GRAPHIC SCALE
LEGEND
TRACT 10-1
TRACT 10-2
TRACT 10-4
OLDBROOK CIRCLE
FOUNTAIN VIEW STREET
MATCHLINE - SEE SHEET #7
FOUNTAIN VIEW PHASE 1C
CIVIL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1723 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117



FOUNTAIN VIEW PHASE 1C

CIVIL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS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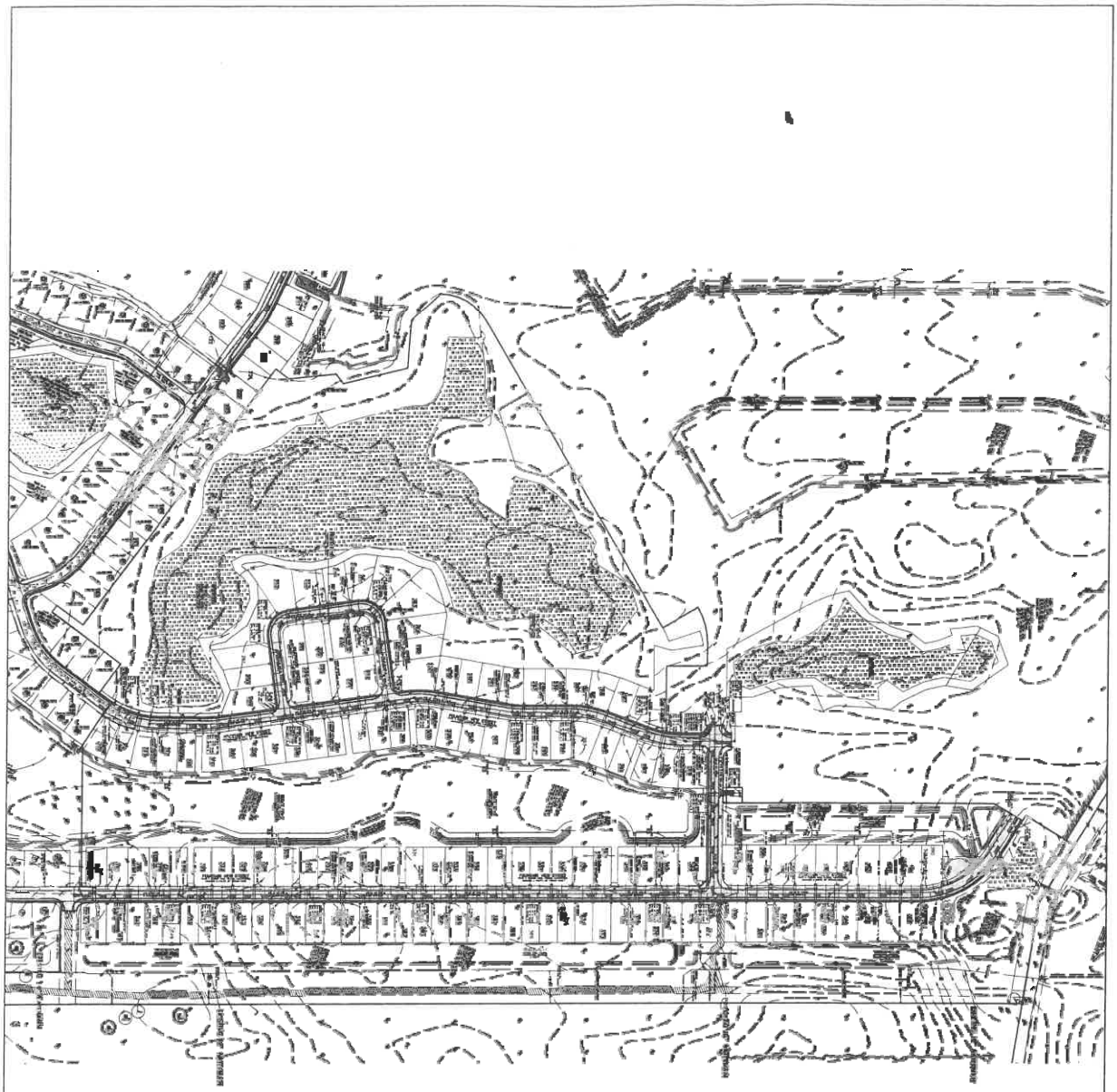
FOUNTAIN VIEW STREET
TRACT 1C-1
FOUNTAIN VIEW PHASE 1C
CIVIL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

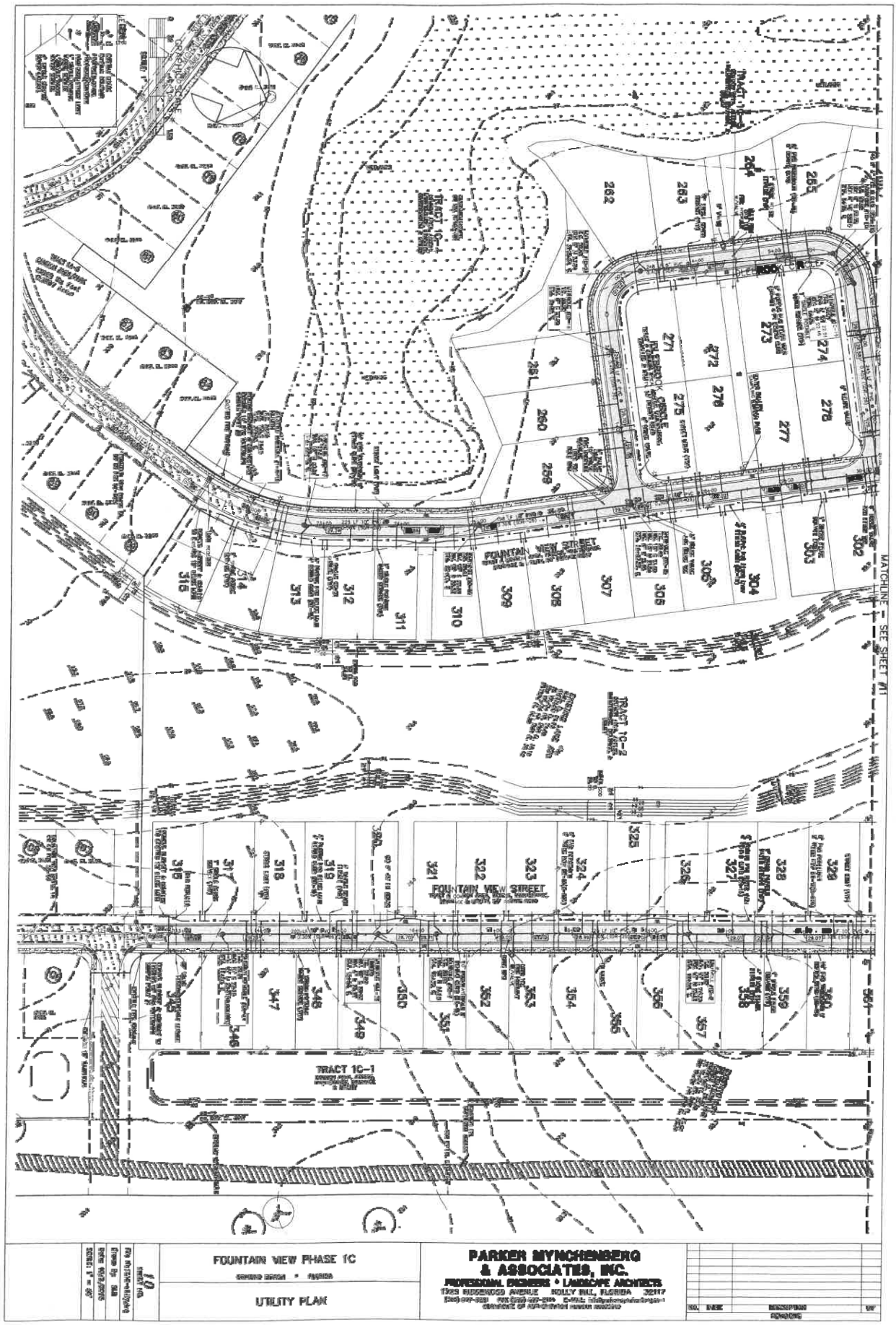


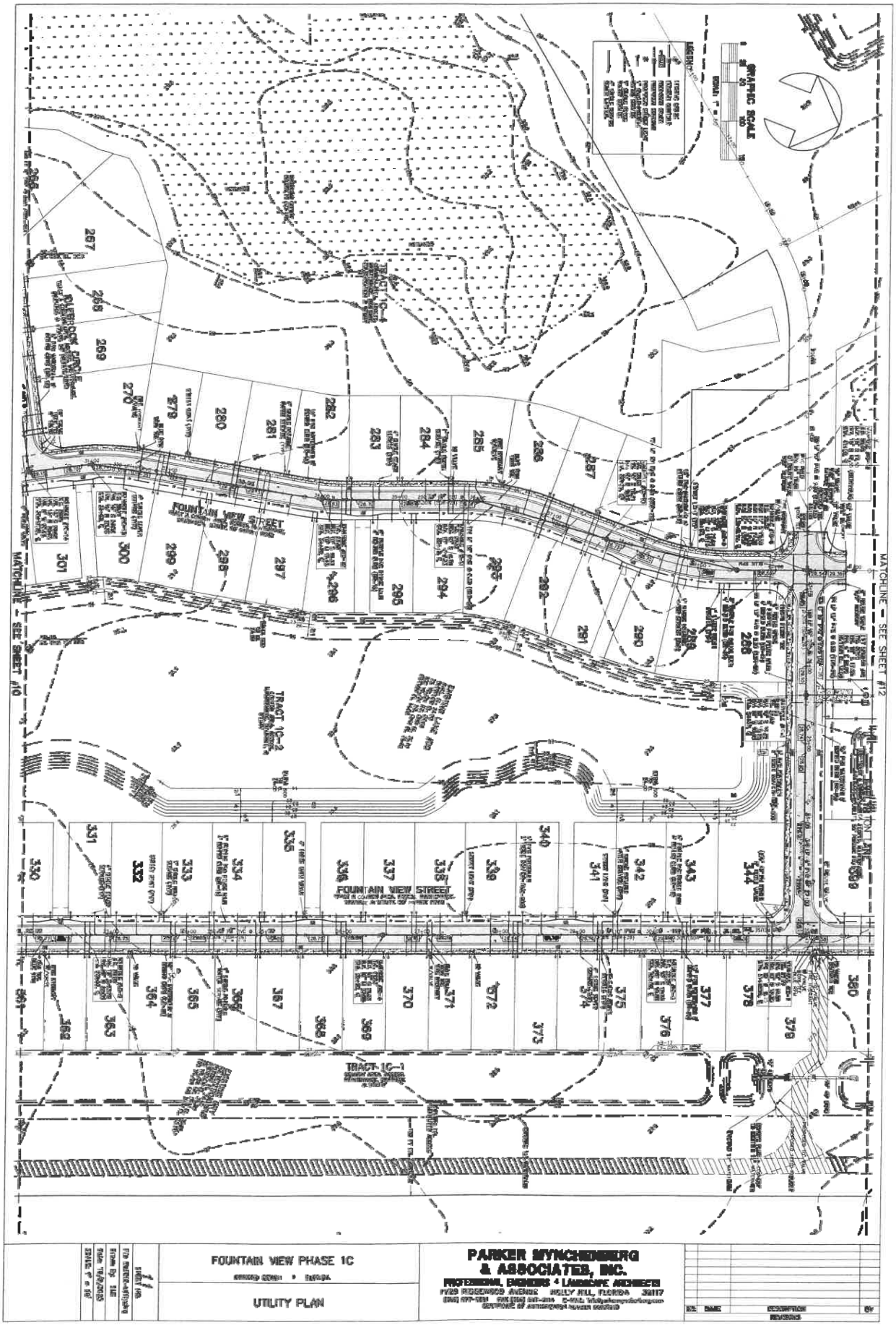
GRAPHIC SCALE

FOUNTAIN VIEW PHASE 1C

OVERALL UTILITY PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

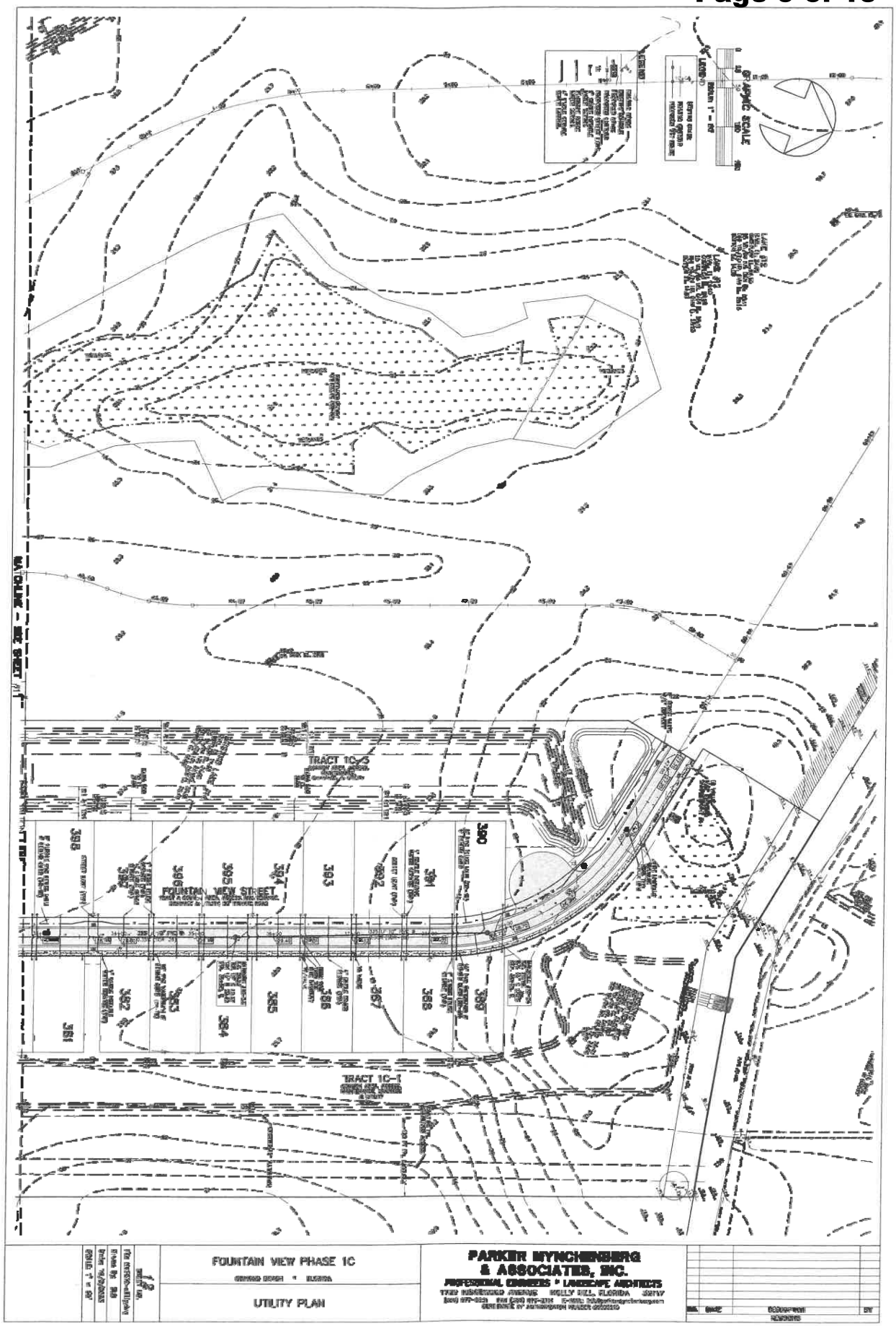

FOUNTAIN VIEW PHASE 1C
UTILITY PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
MATCHLINE - SEE SHEET #1
FOUNTAIN VIEW STREET
TRACT 1C-1
TRACT 1C-2



FOUNTAIN VIEW PHASE 1C

UTILITY PLAN

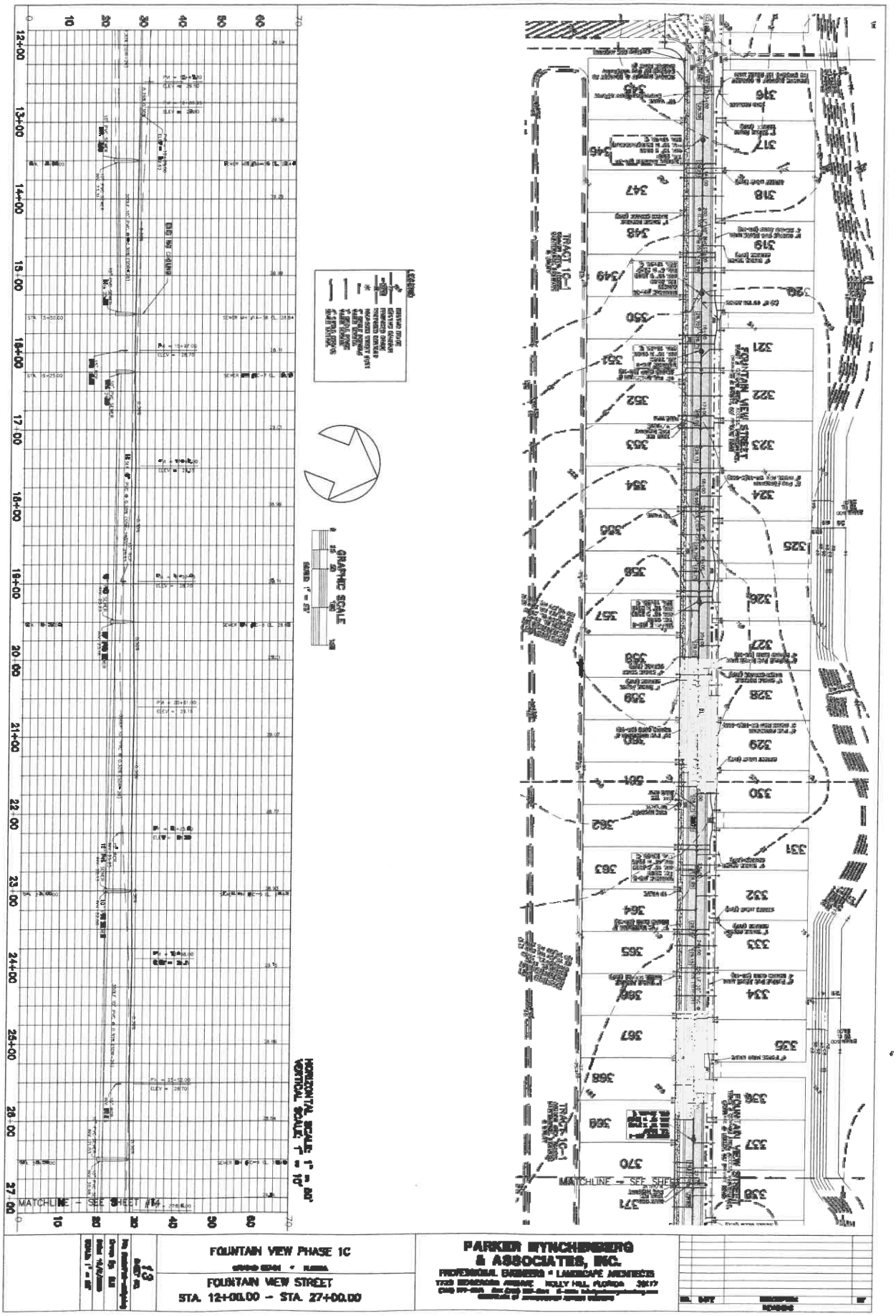
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS
7929 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

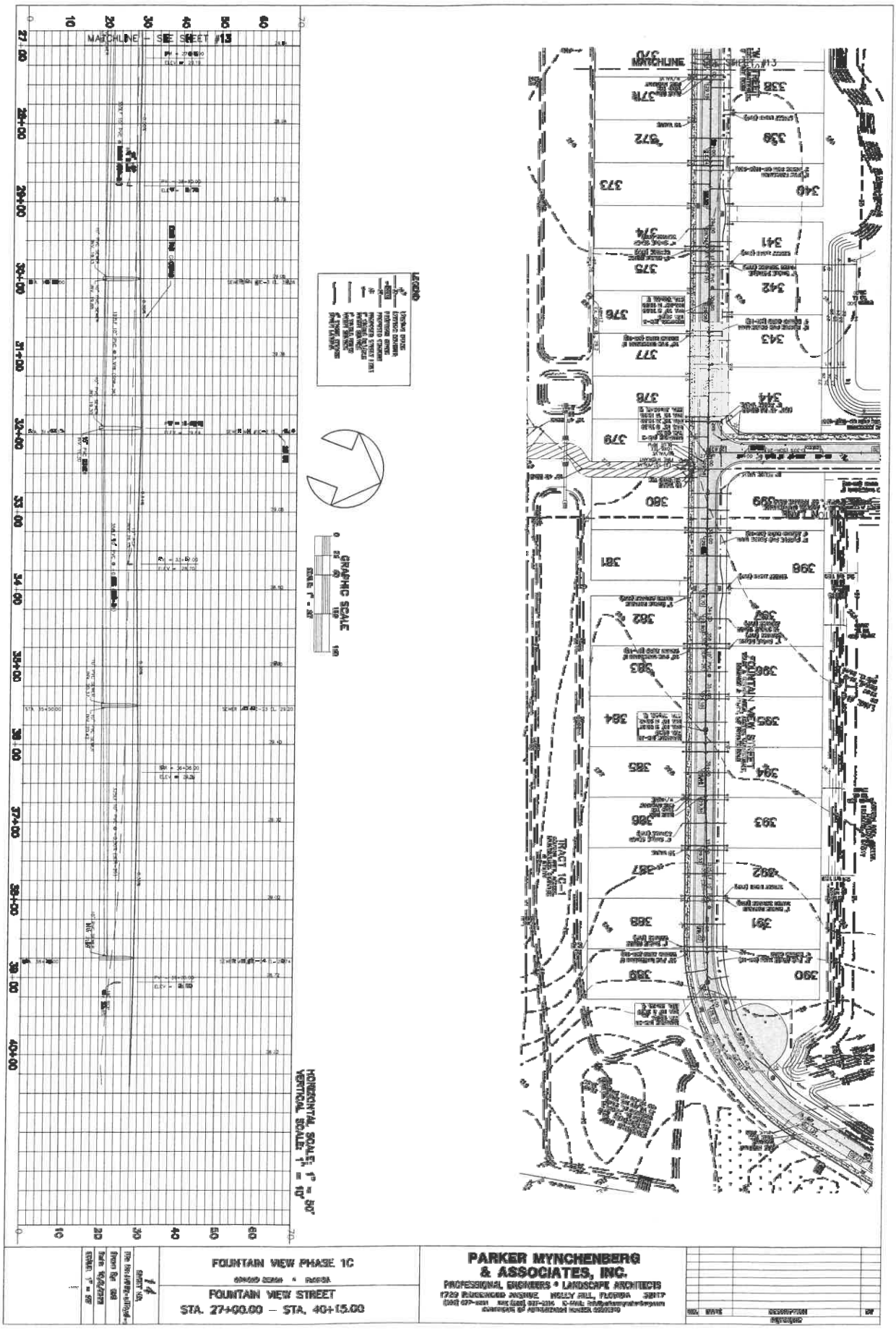


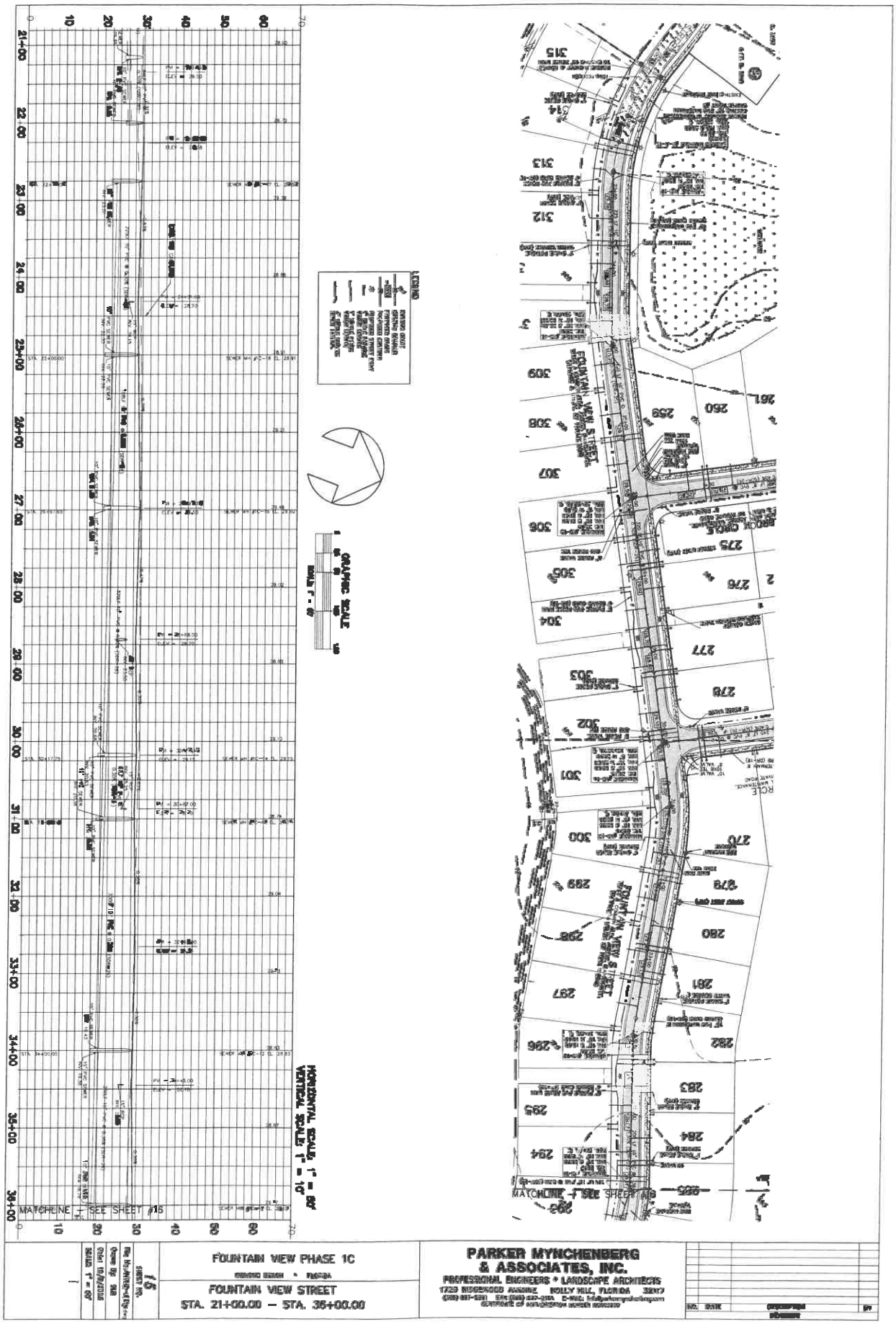
FOUNTAIN VIEW PHASE 1C

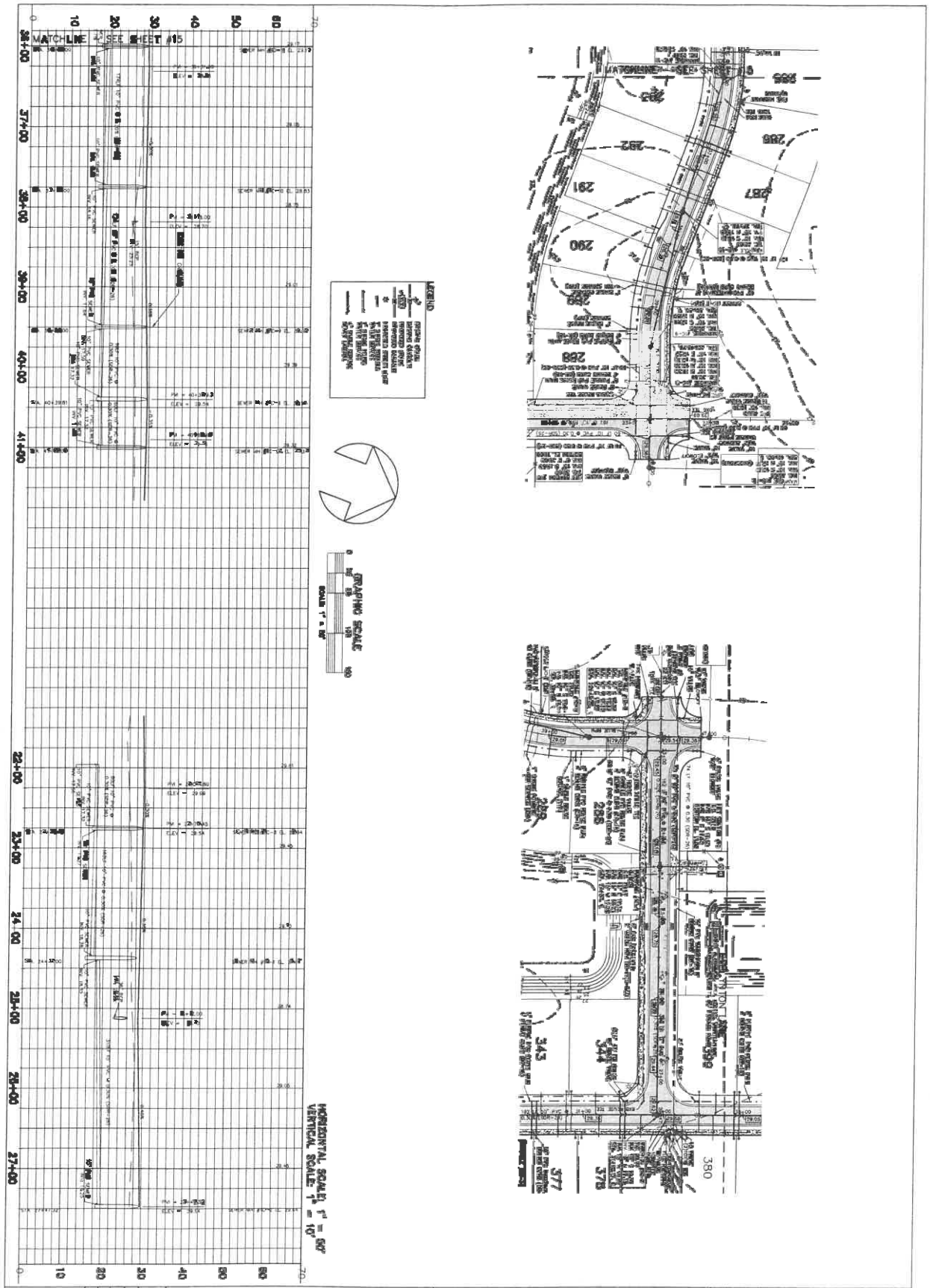
UTILITY PLAN

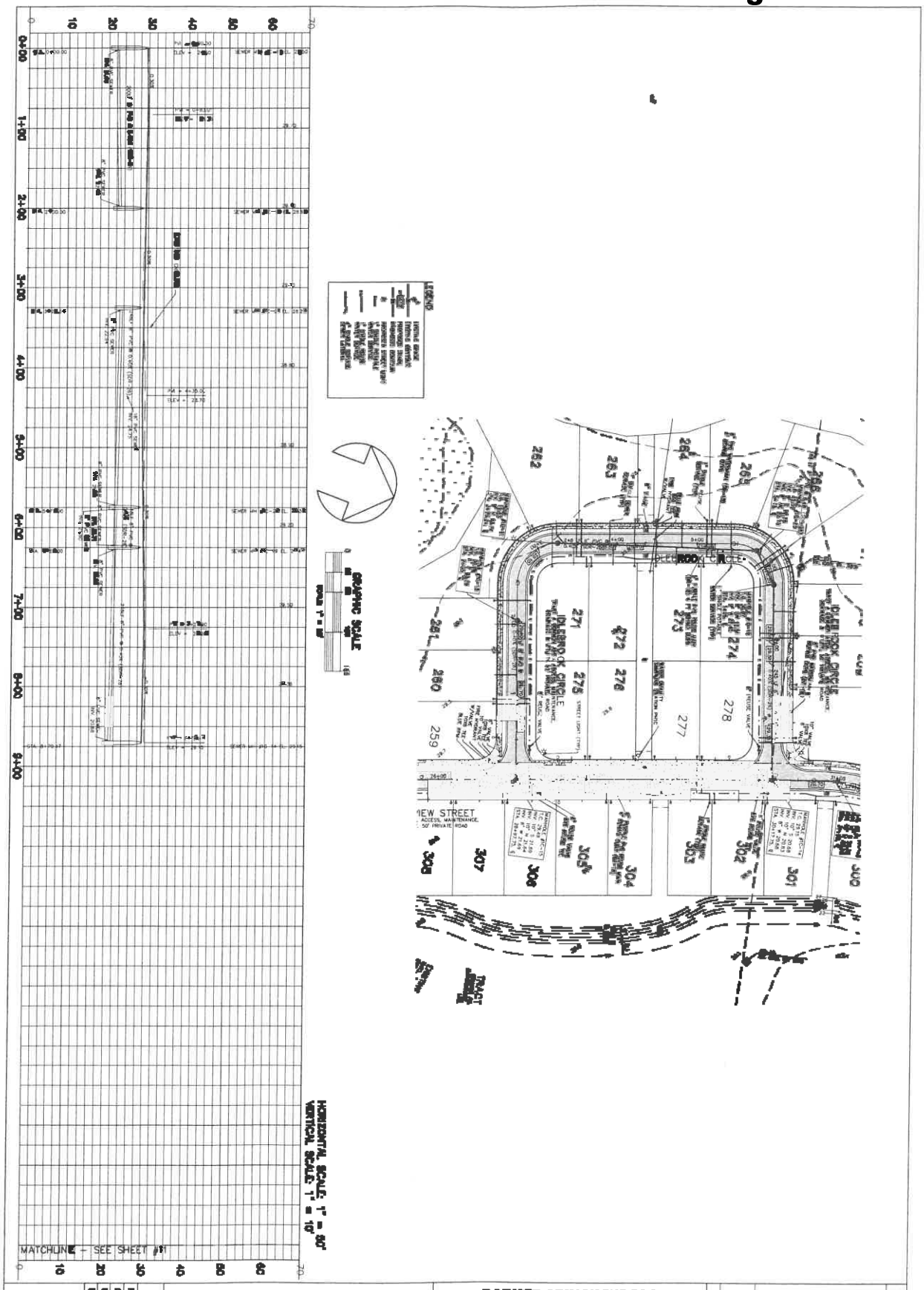
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS


FOUNTAIN VIEW PHASE 1C
FOUNTAIN VIEW STREET
STA. 12+00.00 – STA. 27+00.00
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
GRAPHIC SCALE
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'
MATCHLINE – SEE SHEET #14
MATCHLINE – SEE SHEET #12
TRACT 1C-1
FOUNTAIN VIEW STREET


MATCHLINE – SEE SHEET #13
MATCHLINE
LEGEND
GRAPHIC SCALE
1" = 30'
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'
FOUNTAIN VIEW PHASE 1C
FOUNTAIN VIEW STREET
STA. 27+00.00 – STA. 40+15.00
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 BLUEGRASS AVENUE HOLLY HILL, FLORIDA 32117
DESCRIPTION


FOUNTAIN VIEW PHASE 1C
FOUNTAIN VIEW STREET
STA. 21+00.00 – STA. 35+00.00
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'
MATCHLINE SEE SHEET #15
MATCHLINE SEE SHEET #16


MATCHLINE - SEE SHEET #15
MATCHLINE - SEE SHEET #16
LEGEND
GRAPHIC SCALE
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 10'
FOUNTAIN VIEW PHASE 1C
FOUNTAIN VIEW STREET
STA. 36+00.00 — STA. 40+00.00
EVELYNTON LANE
STA. 22+00.00 — STA. 27+47.32
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1725 HENDRICKS AVENUE HOLLY HILL, FLORIDA 32117



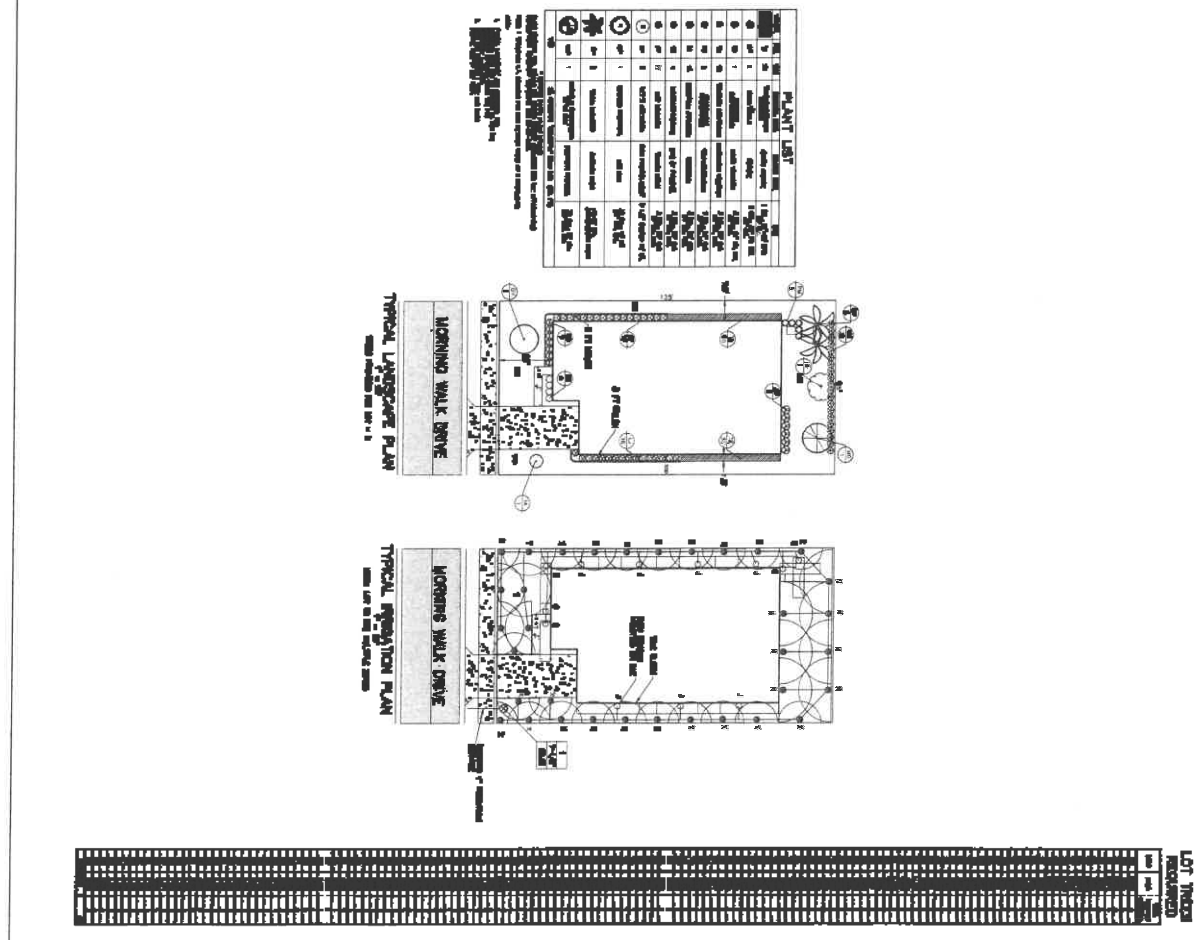
FOUNTAIN VIEW PHASE 1C

IDLEBROOK CIRCLE

STA. 0+00.00 – STA. 7+94.20

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS



FOUNTAIN VIEW PHASE 1C

OVERALL LOT LANDSCAPE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

ATTACHMENT 3

Final Plat

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

LEGAL DESCRIPTION:

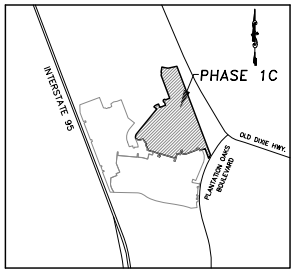
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963-2965; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET TO THE POINT OF BEGINNING; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'51"W, 120.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", A CHORD BEARING OF N10°11'33"E, AND A CHORD DISTANCE OF 160.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET; THENCE N39°12'42"E, 1096.02 FEET; THENCE N50°47'18"W, 125.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", A CHORD BEARING OF N64°26'21"E, AND A CHORD DISTANCE OF 115.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE N69°20'30"E, 68.50 FEET; THENCE S20°39'22"E, 124.99 FEET; THENCE N69°20'38"E, 202.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", A CHORD BEARING OF N15°25'06"W, AND A CHORD DISTANCE OF 50.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N65°39'22"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N24°20'38"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 92.00 FEET; THENCE N20°39'22"W, 60.00 FEET; THENCE N69°20'38"E, 50.00 FEET; THENCE N20°39'22"W, 776.84 FEET; THENCE N10°41'42"E, 51.48 FEET; THENCE N10°03'09"E, 50.00 FEET; THENCE N79°18'18"W, 19.36 FEET; THENCE N10°41'42"E TO THE SOUTHERLY LINE OF PLANTATION BAY COMMON AREA, OFFICIAL RECORDS BOOK 5861, PAGES 0454, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 207.31 FEET; THENCE N78°36'42"E, 314.26 FEET TO THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGE 122; THENCE ALONG SAID EAST LINE S20°42'02"E A DISTANCE OF 3221.27 FEET TO A POINT ON THE WESTERLY LIMITS OF PLANTATION OAKS OF ORMOND BEACH, UNIT-1 RECORDED IN MAP BOOK 59, PAGES 138-154 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2544.07 FEET, A CENTRAL ANGLE OF 02°59'45", A CHORD BEARING OF S28°03'00"W, AND A CHORD DISTANCE OF 133.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 133.02 FEET; THENCE DEPARTING SAID PLANTATION OAKS OF ORMOND BEACH, UNIT-1 N20°42'02"W ALONG THE WESTERLY LINE OF FLORIDA POWER & LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 122, A DISTANCE OF 347.07 FEET; THENCE DEPARTING SAID WESTERLY EASEMENT LINE S69°20'38"W, 188.12 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.99 FEET, A CENTRAL ANGLE OF 90°02'58", A CHORD BEARING OF N65°39'57"W, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.28 FEET; THENCE N20°38'02"W, 23.76 FEET; THENCE S69°20'39"W, 50.00 FEET; THENCE S20°39'21"E, 35.45 FEET; THENCE S69°21'09"W, 437.90 FEET; THENCE N77°23'13"W, 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19°15'49", A CHORD BEARING OF N02°58'52"E, AND A CHORD DISTANCE OF 108.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 109.27 FEET; THENCE S83°20'58"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°57'14", A CHORD BEARING OF S04°49'35"W, AND A CHORD DISTANCE OF 109.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 110.17 FEET; THENCE S16°18'12"W, 28.37 FEET; THENCE N73°41'20"W, 110.15 FEET; THENCE S16°16'13"W, 266.98 FEET; THENCE N73°41'48"W, 25.04 FEET; THENCE N16°18'12"E, 100.00 FEET; THENCE N73°41'48"W, 519.96 FEET; THENCE S16°18'12"W, 100.00 FEET; THENCE N73°41'39"W, 50.03 FEET; THENCE N16°19'20"E, 100.00 FEET; THENCE N73°41'48"W, 195.00 FEET TO THE POINT OF BEGINNING.

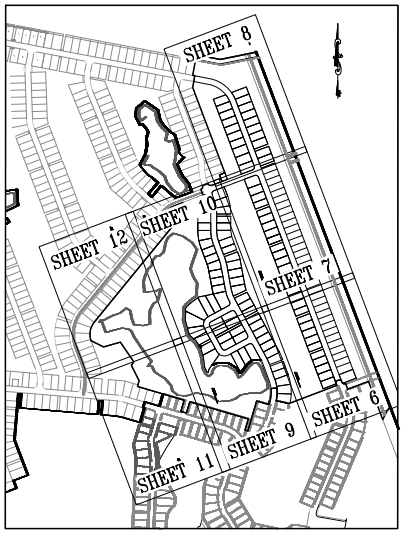
HAVING AN AREA OF 3934894.16 SQUARE FEET, 90.333 ACRES

INDEX OF SHEETS:

1	COVER SHEET (CURRENT)
2	GENERAL NOTES SHEET
3–5	KEY SHEETS
6–12	DETAIL SHEETS



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1C", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

37.50' STRICKLAND CANAL RIGHT OF WAY IS HEREBY DEDICATED IN FEE TO VOLUSIA COUNTY, 10 FOOT WIDE 20 FOOT WIDE MAINTENANCE ACCESS EASEMENT ADJACENT TO THE STRICKLAND CANAL RIGHT OF WAY IS DEDICATED TO VOLUSIA COUNTY FOR CANAL MAINTENANCE.

TRACT A SHOWN HEREON AS FOUNTAIN VIEW STREET, IDLEBROOK CIRCLE, EVELYNTON LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA, ACCESS, MAINTENANCE & DRAINAGE AND UTILITIES, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF;

TRACTS 1C-1, 1C-2, 1C-3, AND 1C-5, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT 1C-4 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND CONSERVATION.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2025 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

_____ _____
PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

_____ _____
PRINT NAME PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL

MY COMMISSION NUMBER_____

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFFREY S. HATTENDORF P.S.M. 6193
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1C" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2025.
CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2025
, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2025.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 1 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. Δ DENOTES SET PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK 8452, PAGES 225 – 325, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 – 325, AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1B RECORDED IN O.R. BOOK 8452, PAGE 225 – 325, AMENDMENT TO THE COVENANTS AND RESTRICTIONS FOR PHASE 1C RECORDED IN O.R. BOOK_____ PAGES_____.

6. 1.0 FOOT NON-VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS PERMITTED.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

11. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 509 AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT RECORDED IN O.R. BOOK 8268, PAGES 2898-2930 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. TRACT 1C-4 IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

14. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

16. THE TEMPORARY TURN-AROUND EASEMENT SHOWN ON SHEET 8 TO BE VACATED UPON ROAD EXTENSION.

17. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

18. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

19. ALL ACCESS EASEMENTS ARE HEREBY CONVEYED TO THE CITY OF ORMOND BEACH FOR EMERGENCY ACCESS PURPOSES. EMERGENCY ACCESS EASEMENTS TO BE MAINTAINED BY THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNER'S ASSOCIATION, INC.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON-TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ.	SQUARE
FT.	FEET
CM	CONCRETE MONUMENT
NR	NON-RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
S.F.	SQUARE FEET
①	LOT NUMBER

TOTAL PHASE 1C SITE AREA = 90.333 ACRES
TOTAL L.F. OF ROADS PH. 1C = 6192.29 L.F.

LOTS 259-399	25.637 ACRES
PARCEL A LIFT STATION	0.069 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W	6.995 ACRES
TRACT 1C-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	15.261 ACRES
TRACT 1C-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	12.018 ACRES
TRACT 1C-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.755 ACRES
TRACT 1C-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, & CONSERVATION	27.027 ACRES
TRACT 1C-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.113 ACRES
STRICKLAND CANAL 37.50 FEET RIGHT OF WAY TO VOLUSIA COUNTY	0.458 ACRES

TOTAL NUMBER OF LOTS = 141 LOTS
MINIMUM LOT SIZE 55' X 110'
TOTAL NUMBER OF TRACTS = 6

PRIVATE ROADS	LINEAR FEET
FOUNTAIN VIEW STREET	4800.30 L.F.
EVELYNTON LANE	521.52 L.F.
IDLEBROOK CIRCLE	870.47 L.F.

SET BACKS

FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.
SIDE CORNER	NO ACCESS 15.00 FT.

ACCESSORY SET BACKS

SIDE YARD	7.50 FT.
SIDE YARD CORNER	NO ACCESS 15.00 FT.
REAR YARD	5.00 FT.
FRONT YARD	20.00 FT.

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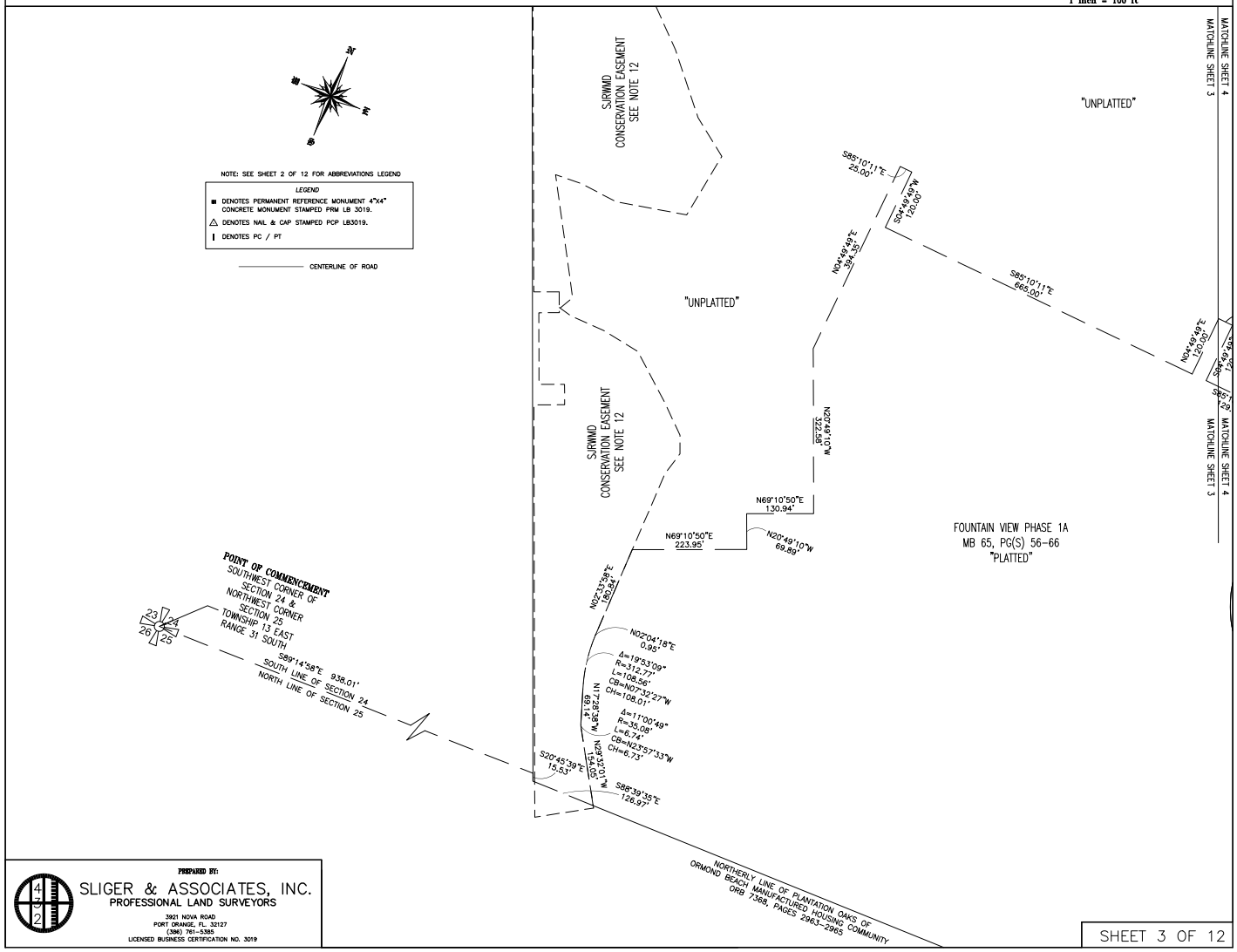
FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



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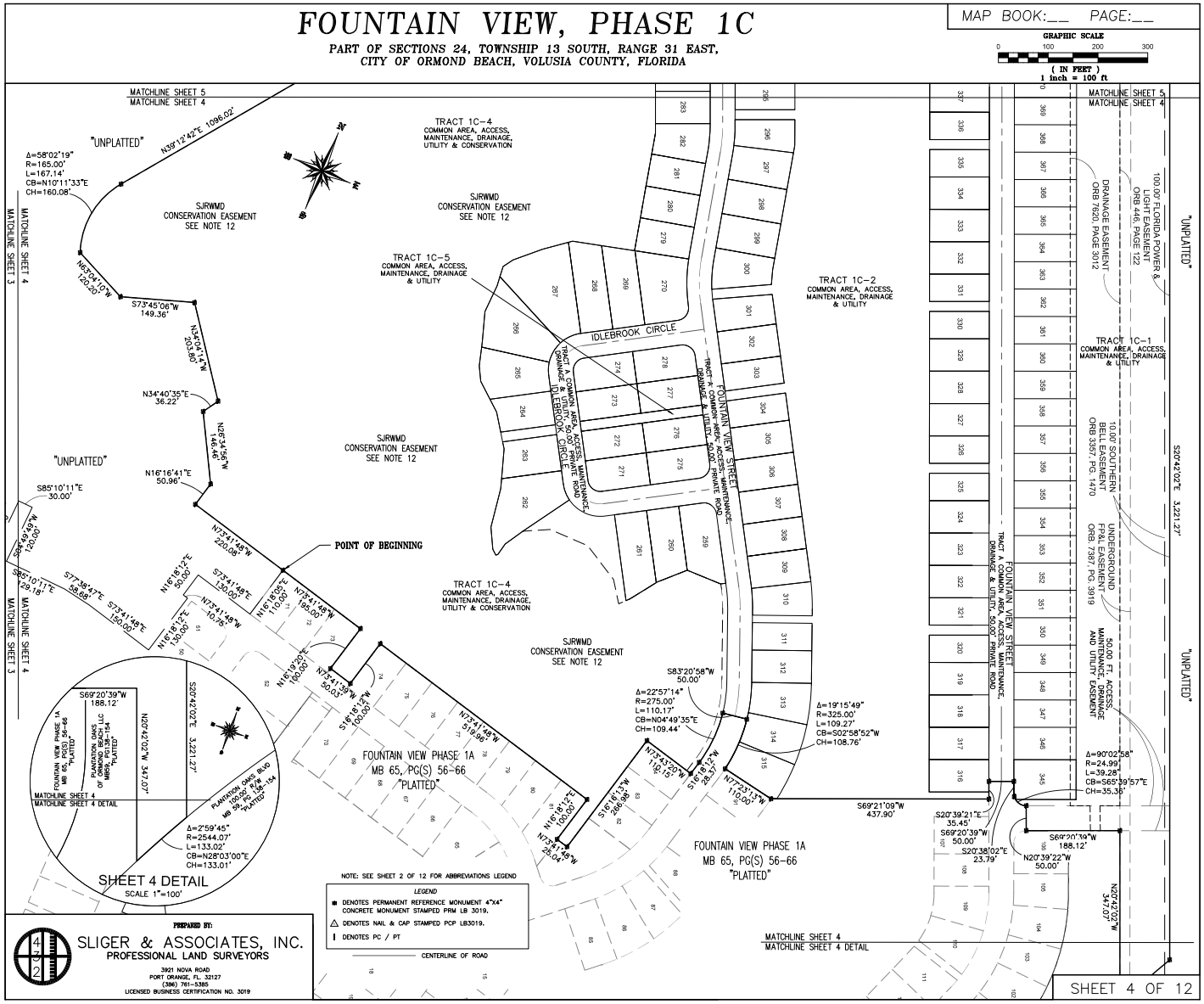
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 3 OF 12

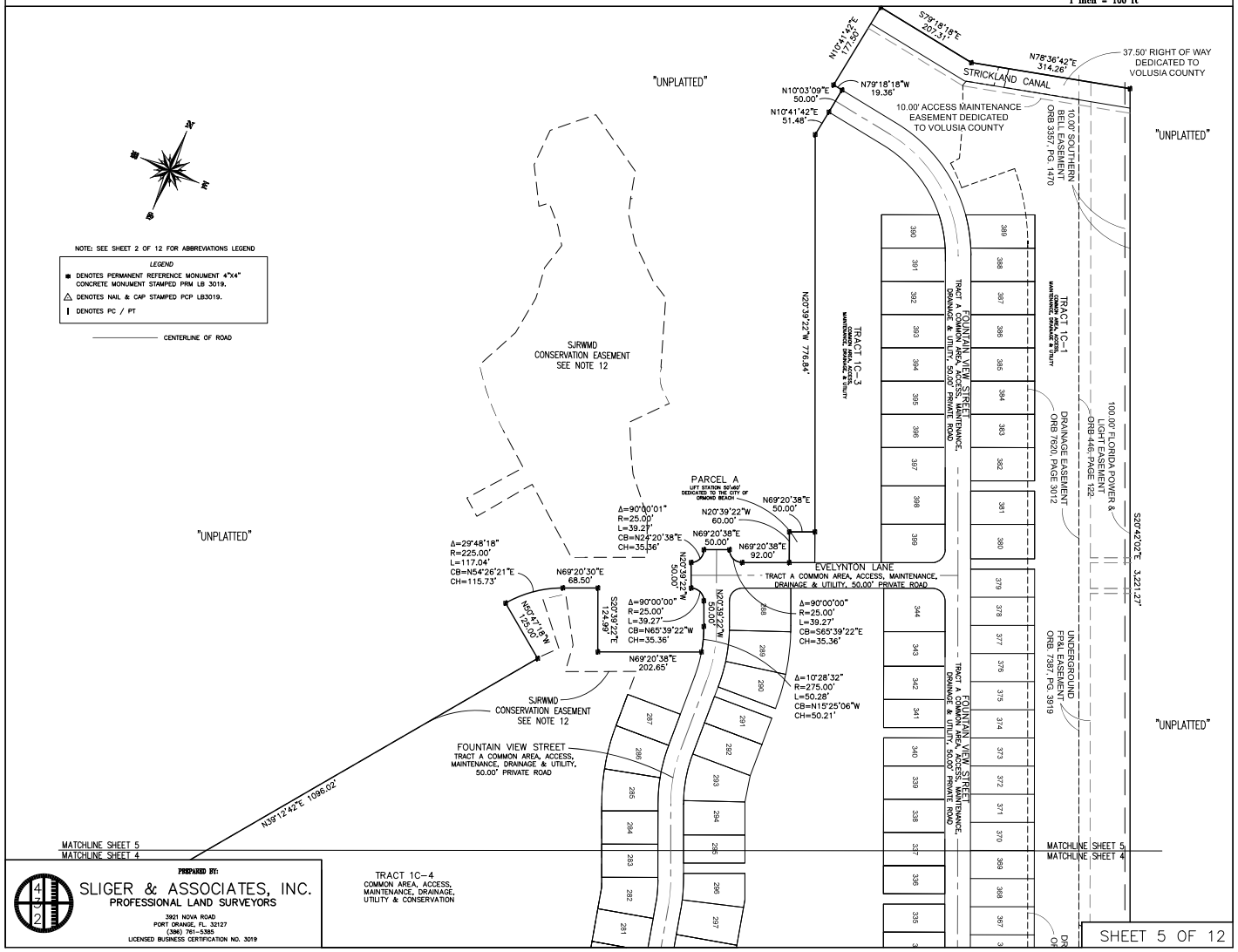

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
MATCHLINE SHEET 5
MATCHLINE SHEET 4
MATCHLINE SHEET 3
"UNPLATTED"
N39°12'42"E 1096.02'
Δ=58°02'19"
R=165.00'
L=167.14'
CB=N10°11'33"E
CH=160.08'
N63°04'10"W 120.20'
S73°45'06"W 149.36'
N34°04'14"W 203.80'
N34°40'35"E 36.22'
N26°34'56"W 146.46'
N16°16'41"E 50.96'
S85°10'11"E 30.00'
N73°41'48"W 220.08'
POINT OF BEGINNING
S85°10'11"E 29.18'
S77°38'47"E 56.58'
S73°41'48"E 150.00'
N16°18'12"E 50.00'
N73°41'48"W 140.76'
N16°18'12"E 130.00'
S73°41'48"E 130.00'
N16°18'12"E 110.00'
N73°41'48"W 185.00'
N16°18'20"E 100.00'
N73°41'48"W 50.03'
S16°18'12"W 100.00'
N73°41'48"W 519.96'
S69°20'39"W 188.12'
S20°42'02"E 3,221.27'
N20°42'02"W 347.07'
FOUNTAIN VIEW PHASE 1A MB 65, PG(S) 56-66 "PLATTED"
PLANTATION OAKS BLVD 100.00' R/W MB 59, PG 138-154 "PLATTED"
MATCHLINE SHEET 4
MATCHLINE SHEET 4 DETAIL
Δ=2°59'45"
R=2544.07'
L=133.02'
CB=N28°03'00"E
CH=133.01'
SHEET 4 DETAIL
SCALE 1"=100'
TRACT 1C-4
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION
TRACT 1C-5
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
TRACT 1C-2
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
SJRWMD CONSERVATION EASEMENT SEE NOTE 12
IDLEBROOK CIRCLE
TRACT A, COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
FOUNTAIN VIEW STREET
TRACT A, COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
100.00' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
DRAINAGE EASEMENT ORB 7620, PAGE 3012
10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470
UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919
50.00 FT. ACCESS, DRAINAGE AND UTILITY EASEMENT
S83°20'58"W 50.00'
Δ=22°57'14"
R=275.00'
L=110.17'
CB=N04°49'35"E
CH=109.44'
Δ=19°15'49"
R=325.00'
L=109.27'
CB=S02°58'52"W
CH=108.76'
Δ=90°02'58"
R=24.99'
L=39.28'
CB=S65°39'57"E
CH=35.36'
S69°21'09"W 437.90'
S20°39'21"E 35.45'
S69°20'39"W 50.00'
S20°38'02"E 23.79'
S69°20'39"W 188.12'
N20°39'22"W 50.00'
N73°43'45"W 110.15'
S16°18'12"W 95.37'
N73°43'45"W 110.00'
S16°18'12"W 268.88'
N16°18'12"E 100.00'
N73°41'48"W 25.04'
FOUNTAIN VIEW PHASE 1A MB 65, PG(S) 56-66 "PLATTED"
NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES NAIL & CAP STAMPED PCP LB3019.
DENOTES PC / PT
CENTERLINE OF ROAD
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 4 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



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LICENSED BUSINESS CERTIFICATION NO. 3019

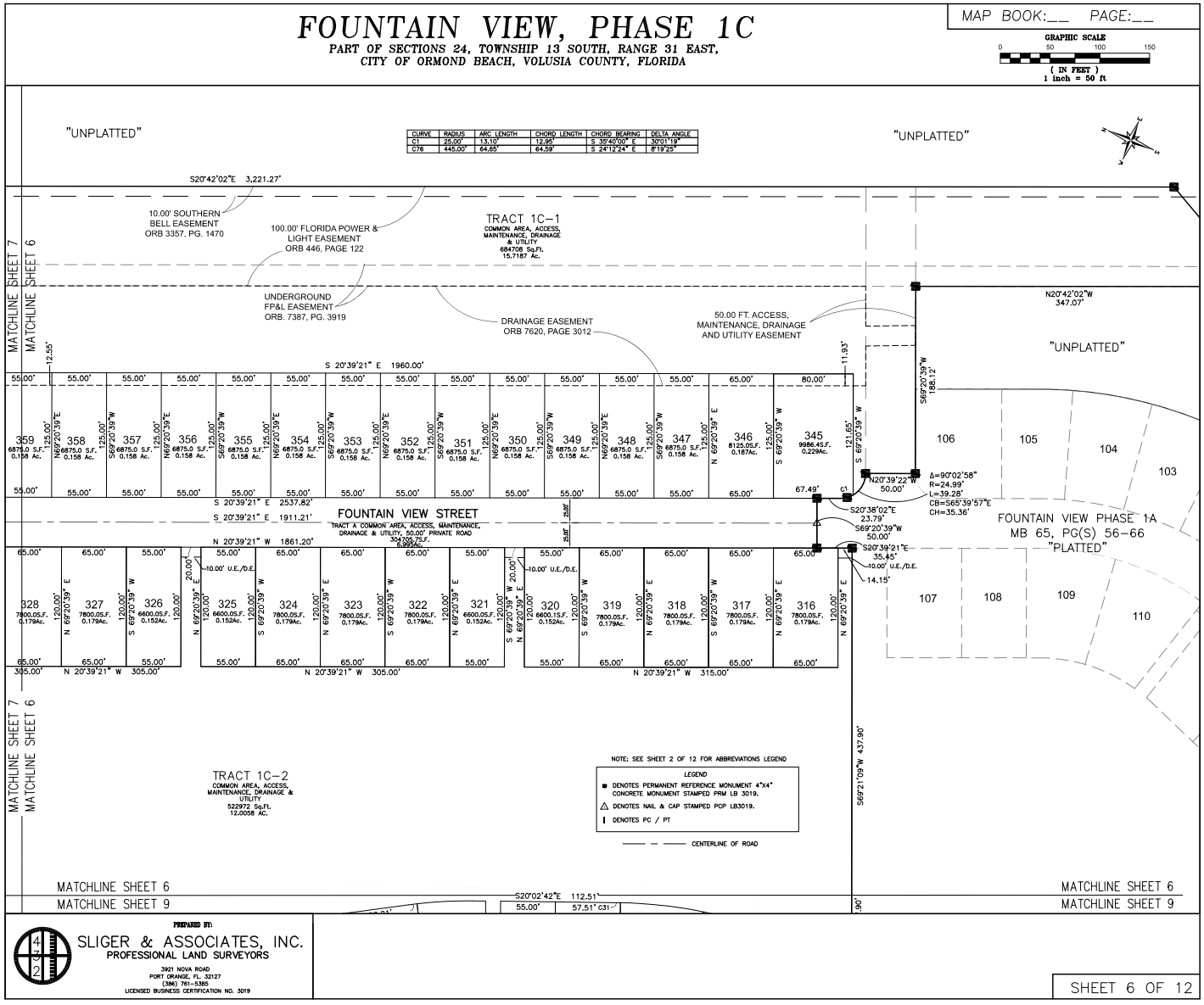
SHEET 5 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	13.10'	12.95'	S 35°40'00" E	30°01'19"
C76	445.00'	64.65'	64.59'	S 24°12'24" E	8°19'25"

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT
- CENTERLINE OF ROAD

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SHEET 6 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	25.00'	39.27'	35.36'	N 65°39'22" W	90°00'02"
C3	25.00'	39.27'	35.36'	N 24°20'38" E	89°59'58"
C4	445.00'	83.96'	83.84'	S 13°54'52" E	10°48'39"
C5	445.00'	65.66'	65.61'	S 04°16'54" E	8°27'17"
C35	445.00'	11.93'	11.93'	S 20°05'16" E	1°32'09"
C75	445.00'	161.56'	160.67'	S 10°27'18" E	20°48'04"

"UNPLATTED"

"UNPLATTED"

S20°42'02"E 3,221.27'

10.00' SOUTHERN BELL EASEMENT ORB 3357, PG. 1470

100.00' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122

UNDERGROUND FP&L EASEMENT ORB. 7387, PG. 3919

TRACT 1C-1
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
684708 Sq.Ft.
15.7187 Ac.

DRAINAGE EASEMENT ORB 7620, PAGE 3012

MATCHLINE SHEET 8
MATCHLINE SHEET 7

MATCHLINE SHEET 7
MATCHLINE SHEET 6

S 20°39'21" E 1960.00'

379 6875.0 S.F. 0.158 Ac.
378 6875.0 S.F. 0.158 Ac.
377 6875.0 S.F. 0.158 Ac.
376 6875.0 S.F. 0.158 Ac.
375 6875.0 S.F. 0.158 Ac.
374 6875.0 S.F. 0.158 Ac.
373 6875.0 S.F. 0.158 Ac.
372 6875.0 S.F. 0.158 Ac.
371 6875.0 S.F. 0.158 Ac.
370 6875.0 S.F. 0.158 Ac.
369 6875.0 S.F. 0.158 Ac.
368 6875.0 S.F. 0.158 Ac.
367 6875.0 S.F. 0.158 Ac.
366 6875.0 S.F. 0.158 Ac.
365 6875.0 S.F. 0.158 Ac.
364 6875.0 S.F. 0.158 Ac.
363 6875.0 S.F. 0.158 Ac.
362 6875.0 S.F. 0.158 Ac.
361 6875.0 S.F. 0.158 Ac.
360 6875.0 S.F. 0.158 Ac.
359 6875.0 S.F. 0.158 Ac.

10.00' U.E./D.E.

S 20°39'21" E 2537.82'

FOUNTAIN VIEW STREET
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50.00' PRIVATE ROAD
304706.7 S.F.
6.9954Ac.

S 20°39'21" E 1911.21'

N 20°39'21" W 1861.21'

EVELYNTON LANE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
304706.7 S.F.
6.9954Ac.

1.00' NON VEHICULAR ACCESS EASEMENT

344 10065.9S.F. 0.231Ac.
343 8100.0S.F. 0.186Ac.
342 7800.0S.F. 0.179Ac.
341 6600.0S.F. 0.152Ac.
340 6600.0S.F. 0.152Ac.
339 7800.0S.F. 0.179Ac.
338 7800.0S.F. 0.179Ac.
337 7800.0S.F. 0.179Ac.
336 6600.0S.F. 0.152Ac.
335 6600.0S.F. 0.152Ac.
334 7800.0S.F. 0.179Ac.
333 7800.0S.F. 0.179Ac.
332 7800.0S.F. 0.179Ac.
331 6600.0S.F. 0.152Ac.
330 6600.0S.F. 0.152Ac.
329 7800.0S.F. 0.179Ac.
328 7800.0S.F. 0.179Ac.

N 20°39'21" W 272.50'
N 20°39'21" W 305.00'
N 20°39'21" W 305.00'
N 20°39'21" W 305.00'

10.00' U.E./D.E.

TRACT 1C-2
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
522972 Sq.Ft.
12.0058 Ac.

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND
⊕ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT
— — — CENTERLINE OF ROAD

MATCHLINE SHEET 7
MATCHLINE SHEET 6

S 20°39'22" E 73.46'

C35 C4 C5 C75

S00°03'16"E 4.15'

S00°03'16"E 56.00'

1.00' NON VEHICULAR ACCESS EASEMENT

288 289 290

S 20°39'22" E 51.67'

MATCHLINE SHEET 7
MATCHLINE SHEET 10

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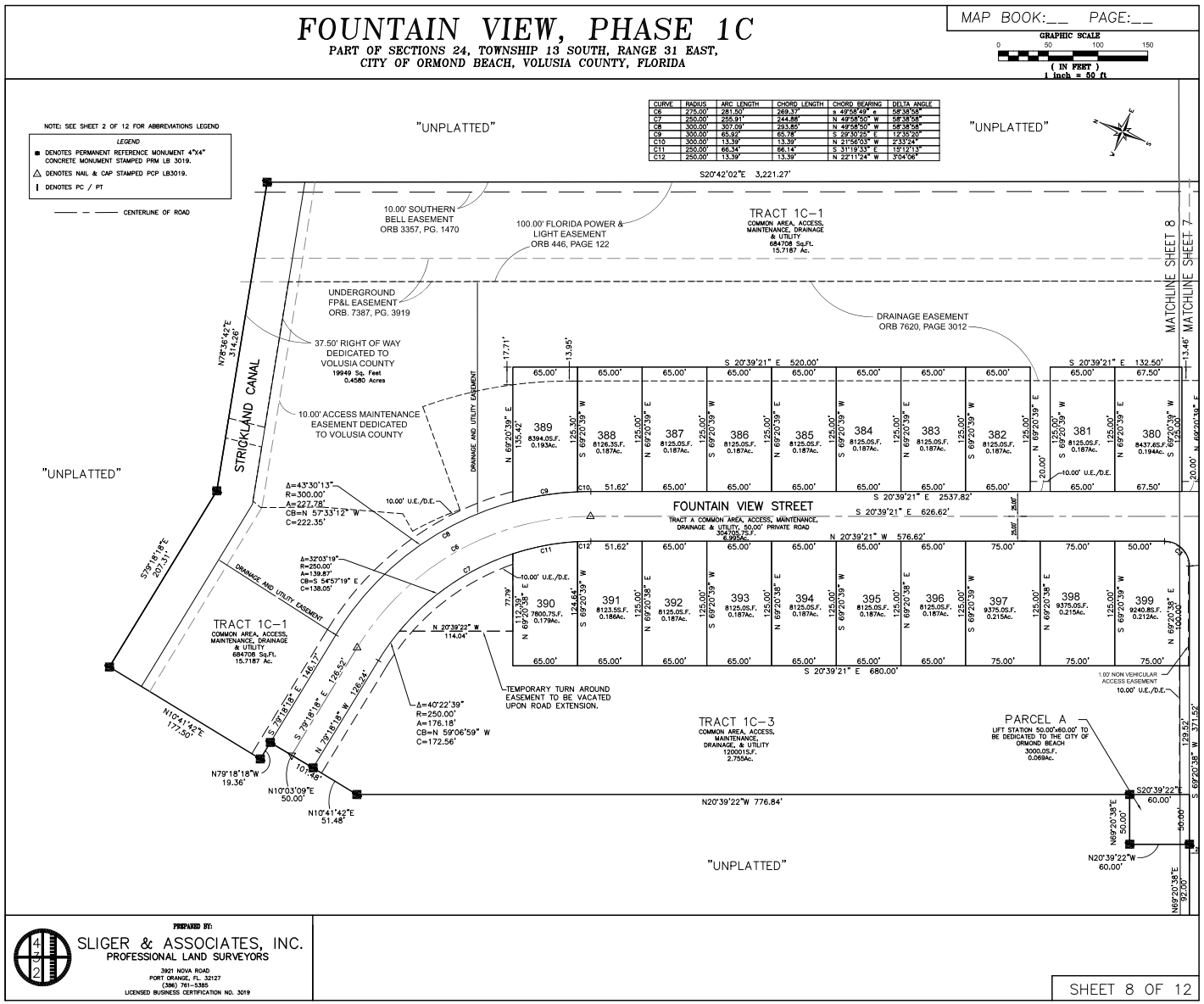
SHEET 7 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	275.00'	281.50'	269.37'	s 49°58'49" e	58°38'58"
C7	250.00'	255.91'	244.88'	N 49°58'50" W	58°38'58"
C8	300.00'	307.09'	293.80'	N 49°58'50" W	58°38'58"
C9	300.00'	65.92'	65.78'	S 29°30'25" E	12°35'20"
C10	300.00'	13.39'	13.39'	N 21°56'03" W	2°33'24"
C11	250.00'	66.34'	66.14'	S 31°19'33" E	15°12'13"
C12	250.00'	13.39'	13.39'	N 22°11'24" W	3°04'06"

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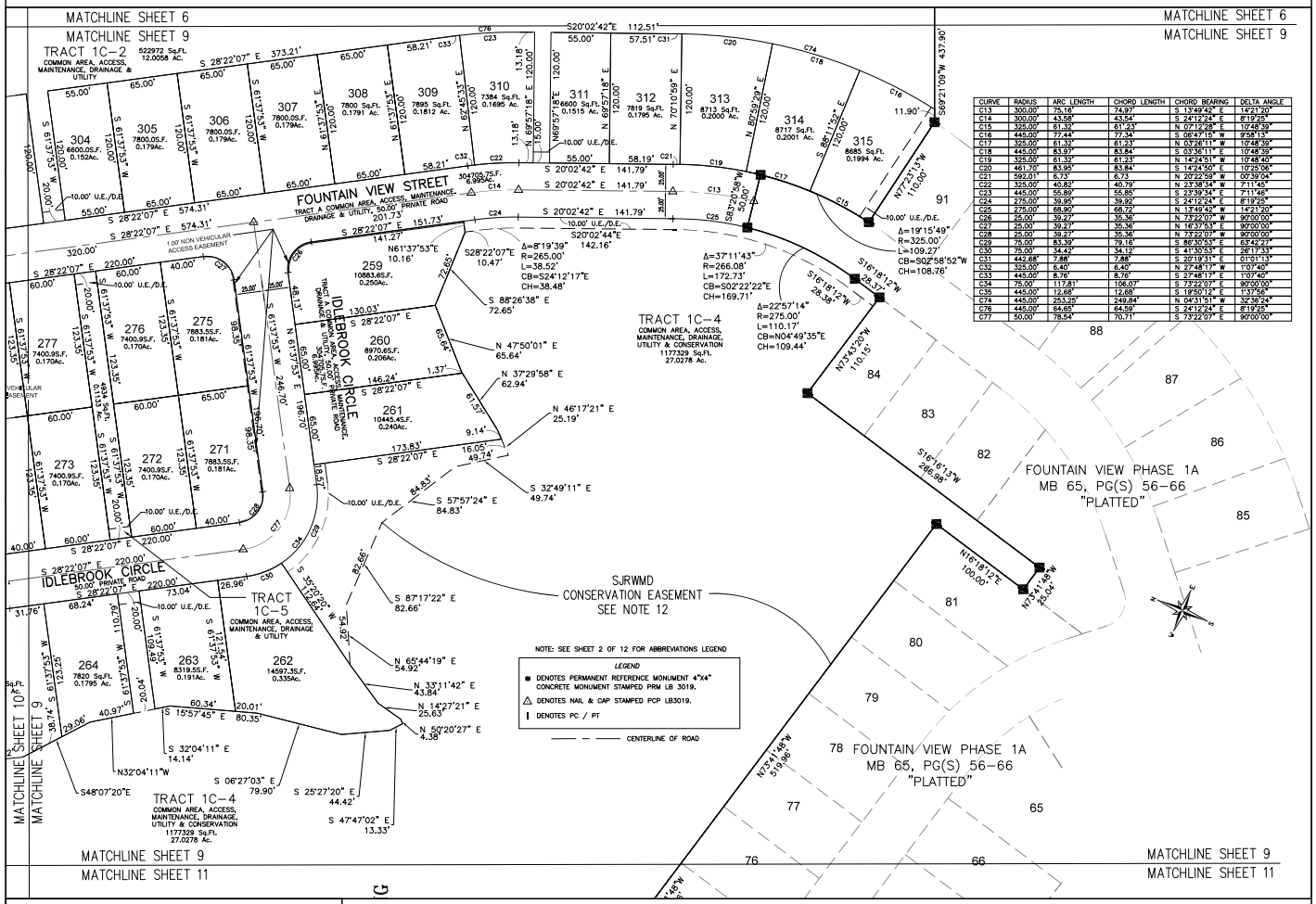
SHEET 8 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C13	300.00'	75.16'	74.97'	S 13°49'42" E	14°21'20"
C14	300.00'	43.58'	43.54'	S 24°12'24" E	8°19'25"
C15	325.00'	61.32'	61.23'	N 07°12'28" E	10°48'39"
C16	445.00'	77.44'	77.34'	S 08°47'15" W	9°58'13"
C17	325.00'	61.32'	61.23'	N 03°36'11" W	10°48'39"
C18	445.00'	83.97'	83.84'	S 03°36'11" E	10°48'39"
C19	325.00'	61.32'	61.23'	N 14°24'51" W	10°48'40"
C20	461.70'	83.95'	83.84'	S 14°24'50" E	10°25'06"
C21	592.01'	6.73'	6.73'	N 20°22'59" W	00°39'04"
C22	325.00'	40.82'	40.79'	N 23°39'34" W	7°11'45"
C23	445.00'	55.89'	55.85'	S 23°39'34" E	7°11'46"
C24	275.00'	39.95'	39.92'	S 24°12'24" E	8°19'25"
C25	275.00'	68.80'	68.72'	N 13°49'42" W	14°21'20"
C26	25.00'	39.27'	35.36'	N 73°22'07" W	90°00'00"
C27	25.00'	39.27'	35.36'	N 16°37'53" E	90°00'00"
C28	25.00'	39.27'	35.36'	N 73°22'07" W	90°00'00"
C29	75.00'	83.39'	79.16'	S 86°30'53" E	63°42'27"
C30	75.00'	34.42'	34.12'	S 41°30'53" E	26°17'33"
C31	442.68'	7.88'	7.88'	S 20°19'31" E	01°01'13"
C32	325.00'	6.40'	6.40'	N 27°48'17" W	1°07'40"
C33	445.00'	8.76'	8.76'	S 27°48'17" E	1°07'40"
C34	75.00'	117.81'	106.07'	S 73°22'07" E	90°00'00"
C35	445.00'	12.68'	12.68'	S 19°50'12" E	1°37'56"
C74	445.00'	253.25'	249.84'	N 04°31'51" W	32°36'24"
C76	445.00'	64.65'	64.59'	S 24°12'24" E	8°19'25"
C77	50.00'	78.54'	70.71'	S 73°22'07" E	90°00'00"

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT
- CENTERLINE OF ROAD

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SHEET 9 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
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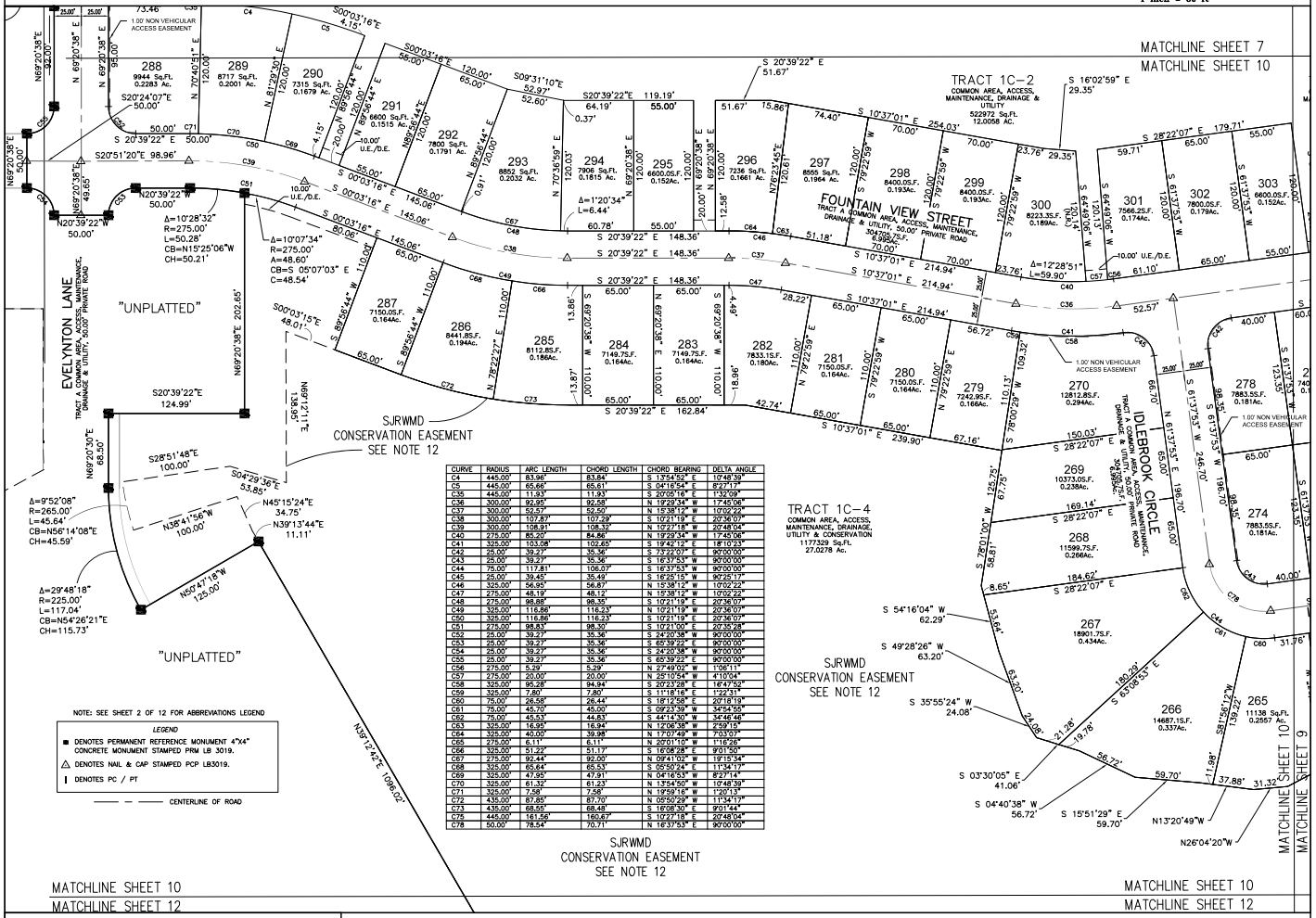


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	445.00'	83.96'	83.84'	S 13°54'52" E	10°48'39"
C5	445.00'	65.66'	65.61'	S 04°18'54" E	8°27'17"
C35	445.00'	11.93'	11.93'	S 20°05'16" E	1°32'09"
C36	300.00'	92.95'	92.58'	N 19°29'34" W	17°45'06"
C37	300.00'	52.57'	52.50'	N 15°38'12" W	10°02'22"
C38	300.00'	107.87'	107.29'	S 10°21'19" E	20°36'07"
C39	300.00'	108.91'	108.32'	N 10°27'18" W	20°48'04"
C40	275.00'	85.20'	84.86'	N 19°29'34" W	17°45'06"
C41	325.00'	103.08'	102.65'	S 19°42'12" E	18°10'23"
C42	25.00'	39.27'	35.36'	S 73°22'07" E	90°00'00"
C43	25.00'	39.27'	35.36'	S 16°37'53" W	90°00'00"
C44	75.00'	117.81'	106.07'	S 16°37'53" W	90°00'00"
C45	25.00'	39.45'	35.49'	S 16°25'15" W	90°25'17"
C46	325.00'	56.95'	56.87'	N 15°38'12" W	10°02'22"
C47	275.00'	48.19'	48.13'	N 15°38'12" W	10°02'22"
C48	275.00'	98.88'	98.35'	S 10°21'19" E	20°36'07"
C49	325.00'	116.86'	116.23'	N 10°21'19" W	20°36'07"
C50	325.00'	116.86'	116.23'	S 10°21'19" E	20°36'07"
C51	275.00'	98.83'	98.30'	S 10°21'00" E	20°35'28"
C52	25.00'	39.27'	35.36'	S 24°20'38" W	90°00'00"
C53	25.00'	39.27'	35.36'	S 65°39'22" E	90°00'00"
C54	25.00'	39.27'	35.36'	S 24°20'38" W	90°00'00"
C55	25.00'	39.27'	35.36'	S 65°39'22" E	90°00'00"
C56	275.00'	5.29'	5.29'	N 27°49'02" W	1°06'11"
C57	275.00'	20.00'	20.00'	N 29°10'54" W	4°10'04"
C58	325.00'	95.28'	94.94'	S 20°23'28" E	16°47'52"
C59	325.00'	7.80'	7.80'	S 11°18'16" E	1°22'31"
C60	75.00'	26.58'	26.44'	S 18°12'58" E	20°18'19"
C61	75.00'	45.70'	45.00'	S 09°23'39" W	34°54'55"
C62	75.00'	45.53'	44.83'	S 44°14'30" W	34°46'48"
C63	325.00'	16.95'	16.94'	N 12°06'38" W	2°59'15"
C64	325.00'	40.00'	39.98'	N 17°07'49" W	7°03'07"
C65	275.00'	6.11'	6.11'	N 20°01'12" W	1°16'26"
C66	325.00'	51.22'	51.17'	S 16°08'28" E	9°01'50"
C67	275.00'	92.44'	92.00'	N 09°41'02" W	19°15'54"
C68	325.00'	65.64'	65.53'	S 09°50'24" E	11°34'17"
C69	325.00'	47.95'	47.91'	N 04°16'53" W	8°27'14"
C70	325.00'	61.32'	61.23'	N 13°54'50" W	10°48'39"
C71	325.00'	7.58'	7.58'	N 19°59'16" W	1°20'13"
C72	435.00'	87.85'	87.70'	N 05°50'29" W	11°34'17"
C73	435.00'	68.55'	68.48'	S 16°08'50" E	9°01'44"
C75	445.00'	161.56'	160.67'	S 10°27'18" E	20°48'04"
C78	50.00'	78.54'	70.71'	N 16°37'53" E	90°00'00"

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT
- —— — —— CENTERLINE OF ROAD

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

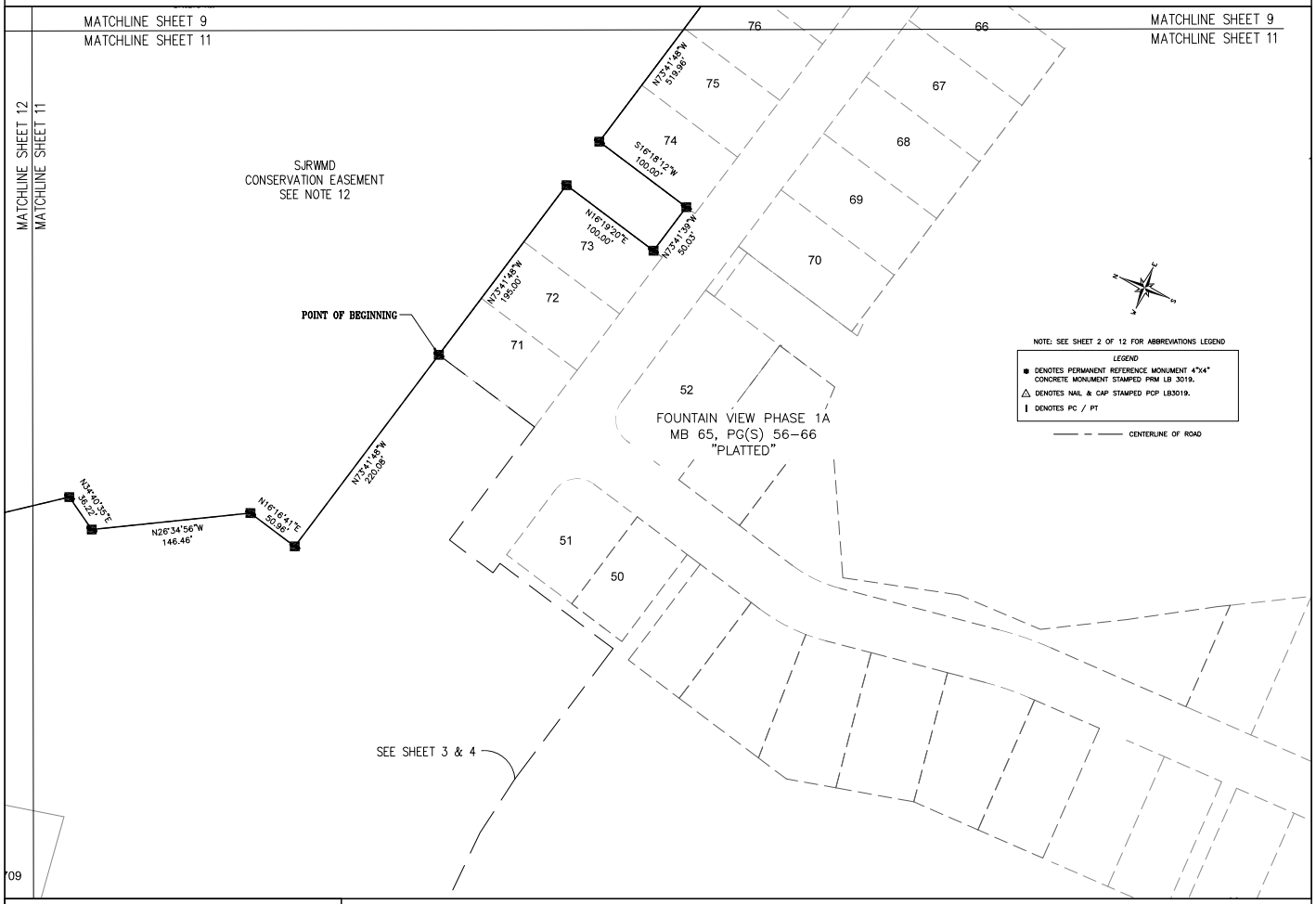
SHEET 10 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



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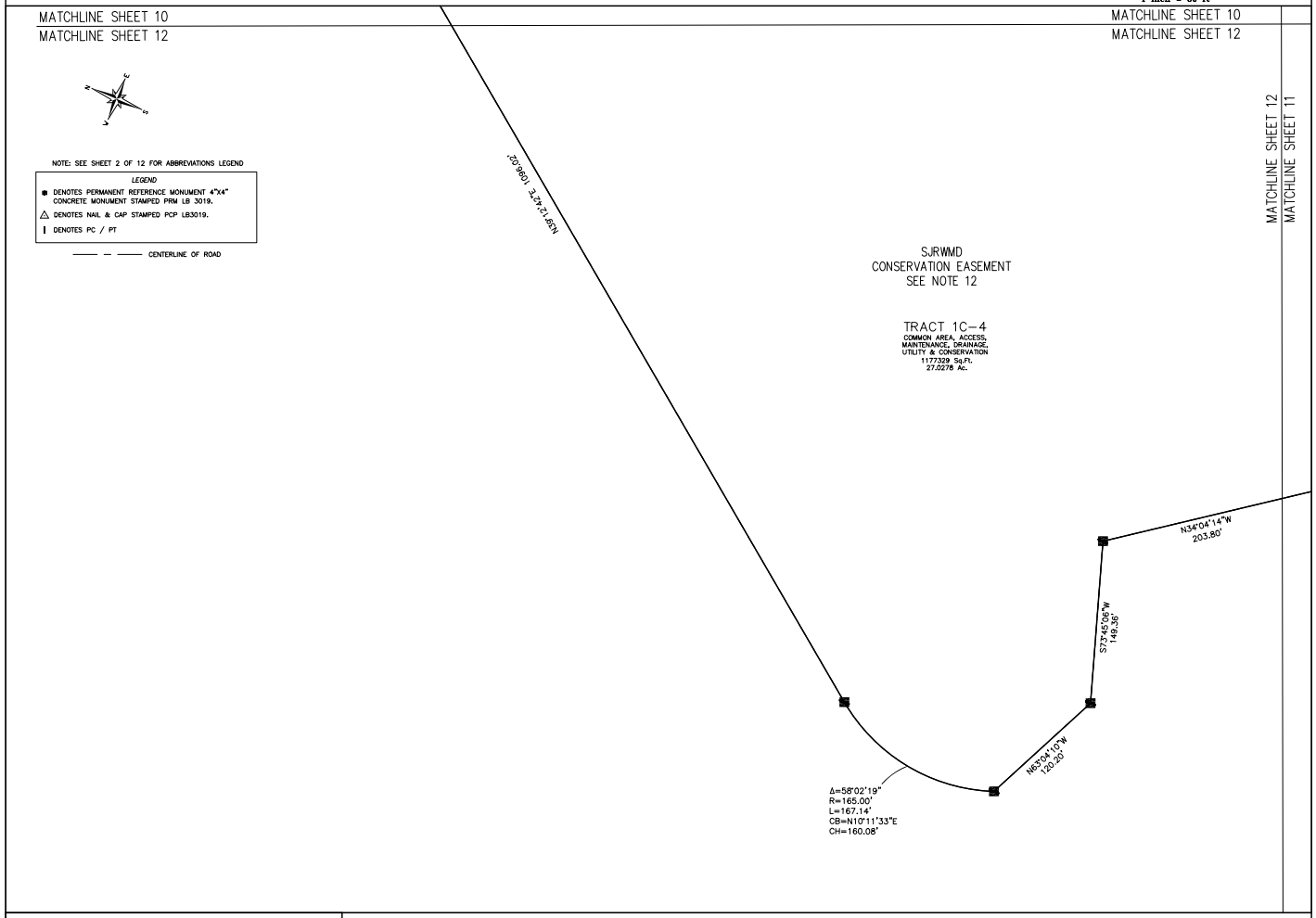
SHEET 11 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



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SHEET 12 OF 12

BOUNDARY SURVEY

FOR

PLANTATION OAKS OF ORMOND BEACH, LLC

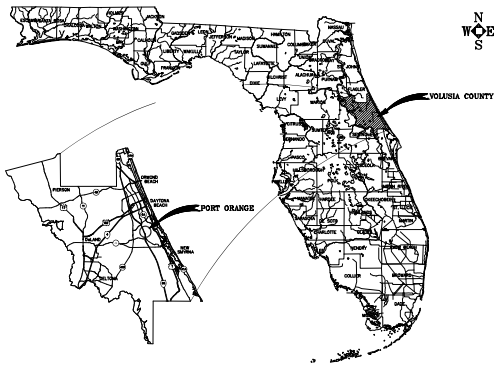
FOUNTAIN VIEW PHASE 1C

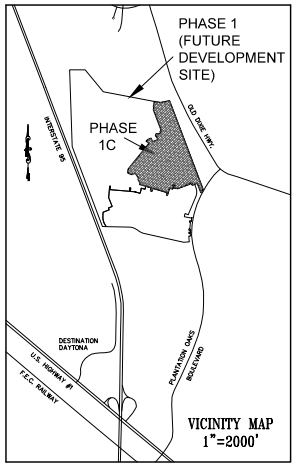
A PORTION OF

SECTION 24–TOWNSHIP 13 SOUTH–RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.





LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963–2965; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET TO THE POINT OF BEGINNING, THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'10"W, 120.20 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", A CHORD BEARING OF N10°11'33"E, AND A CHORD DISTANCE OF 160.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET; THENCE N39°12'42"E, 1096.02 FEET; THENCE N50°47'18"W, 125.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", A CHORD BEARING OF N54°26'21"E, AND A CHORD DISTANCE OF 115.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE N69°20'30"E, 68.50 FEET; THENCE S20°39'22"E, 124.99 FEET; THENCE N69°20'38"E, 202.65 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", A CHORD BEARING OF N15°25'06"W, AND A CHORD DISTANCE OF 50.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N65°39'22"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N24°20'38"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 92.00 FEET; THENCE N20°39'22"W, 60.00 FEET; THENCE N69°20'38"E, 50.00 FEET; THENCE N20°39'22"W, 776.84 FEET; THENCE N10°41'42"E, 51.48 FEET; THENCE N10°03'09"E, 50.00 FEET; THENCE N79°18'18"W, 19.36 FEET;

LEGAL DESCRIPTION CONTINUED:

THENCE N10°41'42"E TO THE SOUTHERLY LINE OF PLANTATION BAY COMMON AREA, OFFICIAL RECORDS BOOK 5861, PAGES 0454, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 207.31 FEET; THENCE N78°36'42"E, 314.26 FEET TO THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGE 122; THENCE ALONG SAID EAST LINE S20°42'02"E A DISTANCE OF 3221.27 FEET TO A POINT ON THE WESTERLY LIMITS OF PLANTATION OAKS OF ORMOND BEACH, UNIT–1 RECORDED IN MAP BOOK 59, PAGES 138–154 AND THE BEGINNING OF A NON–TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2544.07 FEET, A CENTRAL ANGLE OF 02°59'45", A CHORD BEARING OF S28°03'00"W, AND A CHORD DISTANCE OF 133.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 133.02 FEET; THENCE DEPARTING SAID PLANTATION OAKS OF ORMOND BEACH, UNIT–1 N20°42'02"W ALONG THE WESTERLY LINE OF FLORIDA POWER & LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 122, A DISTANCE OF 347.07 FEET; THENCE DEPARTING SAID WESTERLY EASEMENT LINE S69°20'38"W, 188.12 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.99 FEET, A CENTRAL ANGLE OF 90°02'58", A CHORD BEARING OF N65°39'57"W, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.28 FEET; THENCE N20°38'02"W, 23.79 FEET; THENCE S69°20'39"W, 50.00 FEET; THENCE S20°39'21"E, 35.45 FEET; THENCE S69°21'09"W, 437.90 FEET; THENCE N77°23'13"W, 110.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19°15'49", A CHORD BEARING OF N02°58'52"E, AND A CHORD DISTANCE OF 108.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 109.27 FEET; THENCE S83°20'58"W, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°57'14", A CHORD BEARING OF S04°49'35"W, AND A CHORD DISTANCE OF 109.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 110.17 FEET; THENCE S16°18'12"W, 28.37 FEET; THENCE N73°43'20"W, 110.15 FEET; THENCE S16°16'13"W, 266.98 FEET; THENCE N73°41'48"W, 25.04 FEET; THENCE N16°18'12"E, 100.00 FEET; THENCE N73°41'48"W, 519.96 FEET; THENCE S16°18'12"W, 100.00 FEET; THENCE N73°41'39"W, 50.03 FEET; THENCE N16°19'20"E, 100.00 FEET; THENCE N73°41'48"W, 195.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 3934894.16 SQUARE FEET, 90.333 ACRES

SURVEY NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A PLAT PROPERTY INFORMATION REPORT ISSUED BY: SMITH BIGMAN BROCK; FILE NO.: 1470288, DATED; JANUARY 15, 2024

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S89°14'58"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X, THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0182J MAP EFFECTIVE DATE: FEBRUARY 19, 2014, APPROXIMATE SCALE: 1"=500' & 12127C0201J MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500'.

6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

B–II EXCEPTION NOTES:

A. AS TO MAP BOOK 7 PAGE 108, BLOCKS 169 TO 172 APPEAR TO BE VACATED. AS TO MAP BOOK 11 PAGE 1–5, APPEARS TO BE VACATED. MAP BOOK 10, PAGE 250–253, APPEARS TO LYE SOUTHERLY OF THE SUBJECT PARCEL.

B. MAP BOOK 11, PAGES 52–54, LIE SOUTHERLY OF THE SUBJECT PARCEL, DOES NOT AFFECT.

C. MAP BOOK 11, PAGE 68, DOES NOT AFFECT THE SUBJECT PARCEL,

D. AS TO MAP BOOK 11, PAGE 69 AND 71, LIE EASTERLY OF THE SUBJECT PARCEL, DOES NOT AFFECT.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:

IS TO PREPARE A BOUNDARY SURVEY IN SUPPORT OF THE PROPOSED PLAT OF FOUNTAIN VIEW PHASE 1C.

METHODOLOGY:

HORIZONTAL DATUM – NORTH AMERICAN 1983.
COORDINATES – STATE PLANE, FLORIDA EAST ZONE,
CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATION OF PROPERTY CORNERS AND IMPROVEMENTS.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PREFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

REFERENCE MATERIAL:

PREVIOUS SURVEY BY SLIGER AND ASSOCIATES, INC., PROJECT NUMBER 21–1238, ALTA / NSPS LAND TITLE SURVEY, DATED: JULY 26, 2021.

LEGEND:

●	IRON ROD WITH CAP	⊗ GV	GAS VALVE	⊠ FOCB	FIBER OPTIC CABLE BOX	Ⓢ SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	⊗ RUV	REUSE VALE	⊠ FOCV	FIBER OPTIC CABLE VAULT	Ⓓ SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	⊗ SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	Ⓖ GTMH	GREASE TRAP MANHOLE
◌	IRON PIPE	⊗ HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	Ⓔ EMH	ELECTRIC MANHOLE
○	NAIL & DISK	⊠ WM	WATER METER	TPM	TELEPHONE CABLE MARKER	Ⓤ UMH	UTILITY MANHOLE
⌀	FD "X"/CUT IN CONCRETE	⊠ GM	GAS METER	SIGN		Ⓒ CO	CLEAN OUT
□	CONCRETE MONUMENT	⊠ TB	TELEPHONE BOX	LP	LIGHT POLE	Ⓕ FOC	FIBER OPTIC CABLE MANHOLE
△	DENOTES PC / PT	⊠ MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
■	4"X4" CM / PRM	◪ TV	CABLE TELEVISION BOX		UTILITY POLE	▲	WETLANDS LOCATION
	SITE BENCHMARK	⊠ TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	⊗ WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION
—	CHANGE OF DIRECTION						

ABBREVIATIONS:

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE	–E–	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCEMAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	PNT	POINT OF TANGENCY	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

INDEX OF SHEETS:

1 COVER SHEET (CURRENT)

2–4 DETAIL SHEETS

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: PLANTATION OAKS OF ORMOND BEACH, LLC:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES

Digitally signed by JEFFREY W BARNES
Date: 2024.01.26 14:33:48 -05'00'

DATE:

JEFF W. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5576

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3975 NOVA RD. 32127
PORT ORANGE, FL
(386) 788-4100
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

No.	Date	Revision	Approved
1			
2			
3			
4			

FIELD DATE: 07-14-2023 | FIELD BOOK: 1514
PARTY CHIEF: JASON PENFIELD | PAGE (S):26-27
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

BOUNDARY SURVEY

FOUNTAIN VIEW PHASE 1C,
ORMOND BEACH, FLORIDA

CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-680
JOB: 23-0619
SCALE:
SHEET: 1 of 5

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1C (FOUNTAIN VIEW)\230619 BOUNDARY REV2.DWG

OTHER ENCUMBRANCES AFFECTING THE TITLE:

1. MATTERS, INCLUDING ANY PORTION LYING WITHIN THE ROADS, STREETS, AVENUES, ALLEYS AND OTHER RIGHTS OF WAY, DEDICATED TO THE PUBLIC AND SET FORTH ON THE PLATS OF NATIONAL GARDENS RECORDED IN PLAT BOOK 7, PAGE 108. PLAT BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PLAT BOOK 10. PAGES 250 THROUGH 253, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT ANY PORTION THAT HAS BEEN VACATED OF RECORD. DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

2. MATTERS SET FORTH ON THE PLATS OF ORMOND ON THE BAY SUBDIVISION, A SUBDIVISION OF THE JOHN BUNCH GRANT AND THE SW 1/4, THE W 1/2 OF THE NW 1/4, AND GOVERNMENT LOTS 1 AND 2 OF SECTION 24, ALL IN TOWNSHIPS 13, RANGES 31 AND 32 EAST, RECORDED IN PLAT BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PLAT BOOK 11, PAGE 68, PLAT BOOK 11. PAGE 69. AND PLAT BOOK 11. PAGE 71. PUBLIC RECORDS OF VOLUSIA COUNTY. DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED. SEE B-II EXCEPTION NOTES SHEET 1 OF 5

3. ANY PORTION LYING WITHIN THE ROADS, STREETS, AVENUES, ALLEYS AND OTHER RIGHTS OF WAY, DEDICATED TO THE PUBLIC AND SET FORTH ON THE PLATS OF ORMOND ON THE BAY SUBDIVISION, A SUBDIVISION OF THE JOHN BUNCH GRANT AND THE SW 1/4, THE W 1/2 OF THE NW 1/4, AND GOVERNMENT LOTS 1 AND 2 OF SECTION 24, ALL IN TOWNSHIPS 13, RANGES 31 AND 32 EAST, RECORDED IN PLAT BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PLAT BOOK 11. PAGE 68. PLAT BOOK 11, PAGE 69. AND PLAT BOOK 11, PAGE 71. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT AS TO ROADS, STREETS, AVENUES, ALLEYS AND OTHER RIGHTS OF WAY VACATED OF RECORD AS SET FORTH IN RESOLUTION 2005-15 RECORDED IN O.R. BOOK 5498, PAGE 1745. PUBLIC RECORDS OF VOLUSIA COUNTY. FLORIDA. DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED. SEE B-II EXCEPTION NOTES SHEET 1 OF 5

4. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, RECORDED IN DEED BOOK 315, PAGE 46. AS AFFECTED BY THE BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 914. PAGE 41. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO SW 1/4 AND W 1/2 OF NW 1/4 SEC 24 TWP 13 S RNG 31 E). DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

5. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, RECORDED IN DEED BOOK 346, PAGE 449. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO LOTS 1 & 2 SEC 24 TWP 13 S RNG 31 E). DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

6. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN DEED BOOK 446, PAGE 118. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO GOV'T LOT 3, SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND PART OF ALTA VISTA) AFFECTS SUBJECT PROPERTY, AS SHOWN.

7. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN DEED BOOK 446, PAGE 122. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO GOV'T LOTS 1 & 2, SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF ALTA VISTA) AFFECTS SUBJECT PROPERTY, AS SHOWN.

8. TERMS, COVENANTS, CONDITIONS AND EASEMENTS AS TO AN UNDIVIDED 1/2 OF ALL PETROLEUM AND PETROLEUM PRODUCTS AND TITLE TO AN UNDIVIDED 1/4 OF ALL OTHER MINERALS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN FAVOR OF FRANK A. FORD, AS TRUSTEE FOR EMMA GARRARD FORD, RAY FORD VEECH, JEAN FORD PENROD AND FRANK A. FORD, AS SET FORTH IN MINERAL DEED RECORDED IN OFFICIAL RECORDS BOOK 1908, PAGE 1538. CONVEYED TO FM FORD OIL GAS AND MINERAL RIGHTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY MINERAL DEED RECORDED IN O.R. BOOK 5975, PAGE 961. AND LEASED TO VOLCO OIL & GAS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY OIL, GAS AND MINERAL LEASE RECORDED IN O.R. BOOK 5974, PAGE 1587. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NO DETERMINATION HAS BEEN MADE AS TO THE CURRENT RECORD OWNER FOR THE INTEREST EXCEPTED HEREIN. (AS TO GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND RIGHT OF WAY OVER THE NORTHERLY 20 FEET OF PLATTED STREET DESIGNATED AS TOMOKA DRIVE, WEST OF DIXIE HIGHWAY AND EAST OF SAID GOVERNMENT LOT 1 AS SHOWN ON MAP OF ORMOND ON THE BAY, MAP BOOK 11, PAGE 72) AFFECTS SUBJECT PROPERTY, AS SHOWN.

9. COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637. PAGE 1870. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (INSURED LANDS ARE A PART OF EXHIBIT B, THE "ADJACENT LANDS" OF THE MEMORANDUM AGREEMENT ATTACHED THERETO). AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

10. DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934. PAGE 978. BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373. ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970. PANE 3326. NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981. PAGE 1190. AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321. AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976. PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683. PAGE 509. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, ENTIRELY, NOT GRAPHICALLY DEPICTED.

11. P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140. AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045. PAGE 4702. AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016. AND O.R. BOOK 6268, PAGE 3768. FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201. PAGE 1720. O.R. BOOK 7285. PAGE 4169. O.R. BOOK 7291. PAGE 1945. AND O.R. BOOK 7610. PAGE 240. AND O.R. BOOK 7644, PAGE 2820 AND PLANNED RESIDENTIAL DEVELOPMENT ORDER RECORDED IN O.R. BOOK 7985. PAGE 4080. AS MODIFIED BY ADMINISTRATIVE ORDER RECORDED IN O.R. BOOK 8113, PAGE 4003. AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT ORDER RECORDED IN O.R. BOOK 8268. PAGE 2898. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

12. EASEMENT IN FAVOR OF BELL SOUTH RECORDED IN O.R. BOOK 3357. PAGE 1470. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS SHOWN.

13. CONSERVATION AND ACCESS EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, RECORDED IN O.R. BOOK 6223, PAGE 4423 AND PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436. PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS SHOWN.

14. EASEMENTS CONTAINED IN INSTRUMENT RECORDED UNDER O.R. BOOK 7387. PAGE 3919 AND O.R. BOOK 7418. PAGE 4605. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS SHOWN.

15. EASEMENT CONTAINED IN INSTRUMENT RECORDED NOVEMBER 8, 2018, UNDER O.R. BOOK 7820, PAGE 3012, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS SHOWN.

16. ORDINANCE NO. 2019-30 RECORDED IN O.R. BOOK 7760, PAGE 3724. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, ENTIRELY, NOT GRAPHICALLY DEPICTED.

17. COST SHARING AND MAINTENANCE AGREEMENT RECORDED IN O.R. BOOK 8309, PAGE 328. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, ENTIRELY, NOT GRAPHICALLY DEPICTED.

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1C (FOUNTAIN VIEW)\230619 BOUNDARY REV2.DWG

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3975 NOVA RD. SUITE 201
PORT ORANGE, FL 32127
(386) 788-4668
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

No.	Date	Revision	Approved
1			
2			
3			
4			

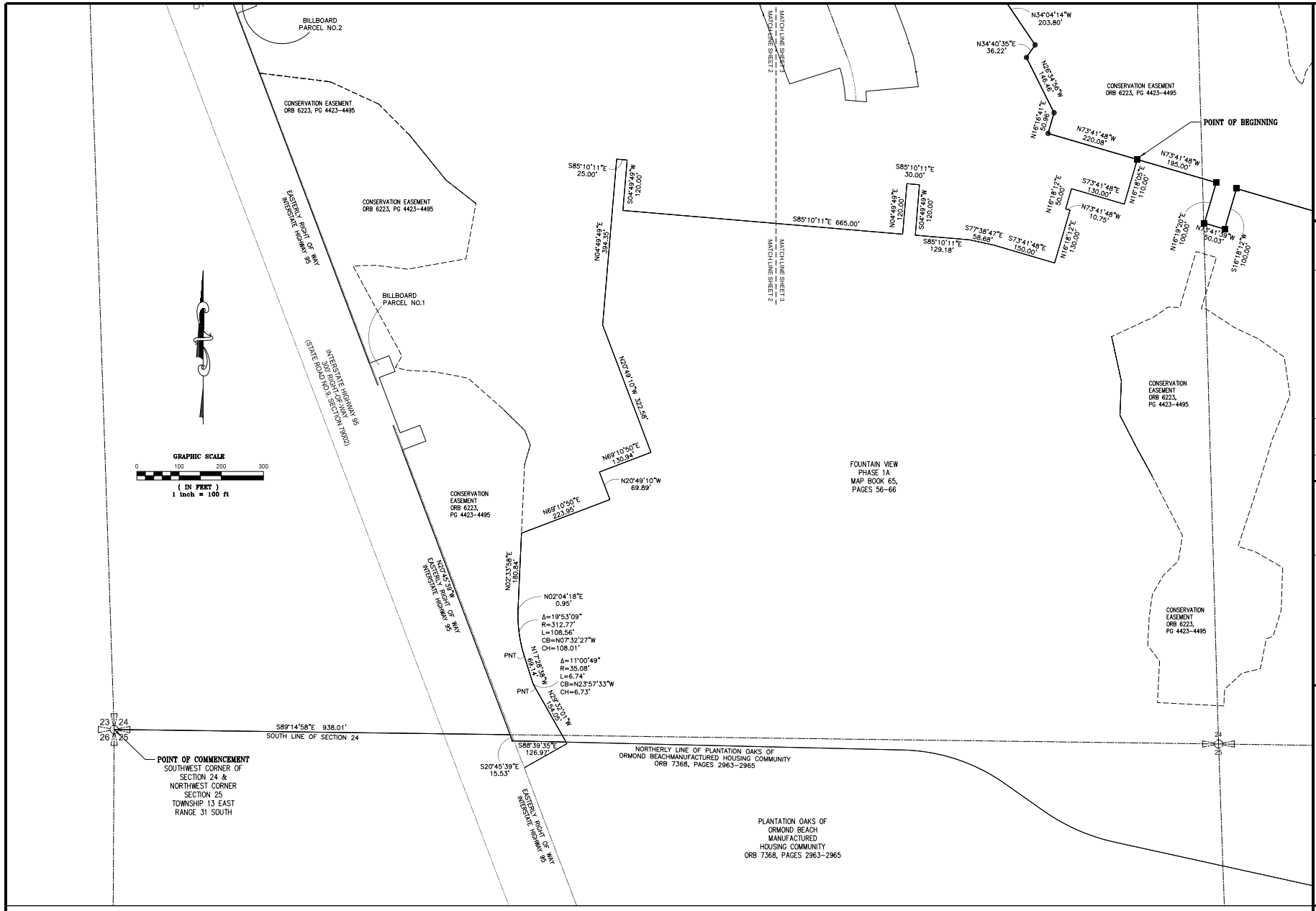
FIELD DATE: 07-14-2023 | FIELD BOOK: 1514
PARTY CHIEF: JASON PENFIELD | PAGE (S):26-27
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

BOUNDARY SURVEY

FOUNTAIN VIEW PHASE 1C,
ORMOND BEACH, FLORIDA

CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-680
JOB: 23-0619
SCALE:
SHEET: 2 of 5



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 5

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3975 NOVA ROAD
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LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligersurveyors.com

No.	Date	Revision	Approved
1			
2			
3			
4			

FIELD DATE: 07-10-2023 | FIELD BOOK: 1514
PARTY CHIEF: JASON PENFIELD | PAGE (S):26-27
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

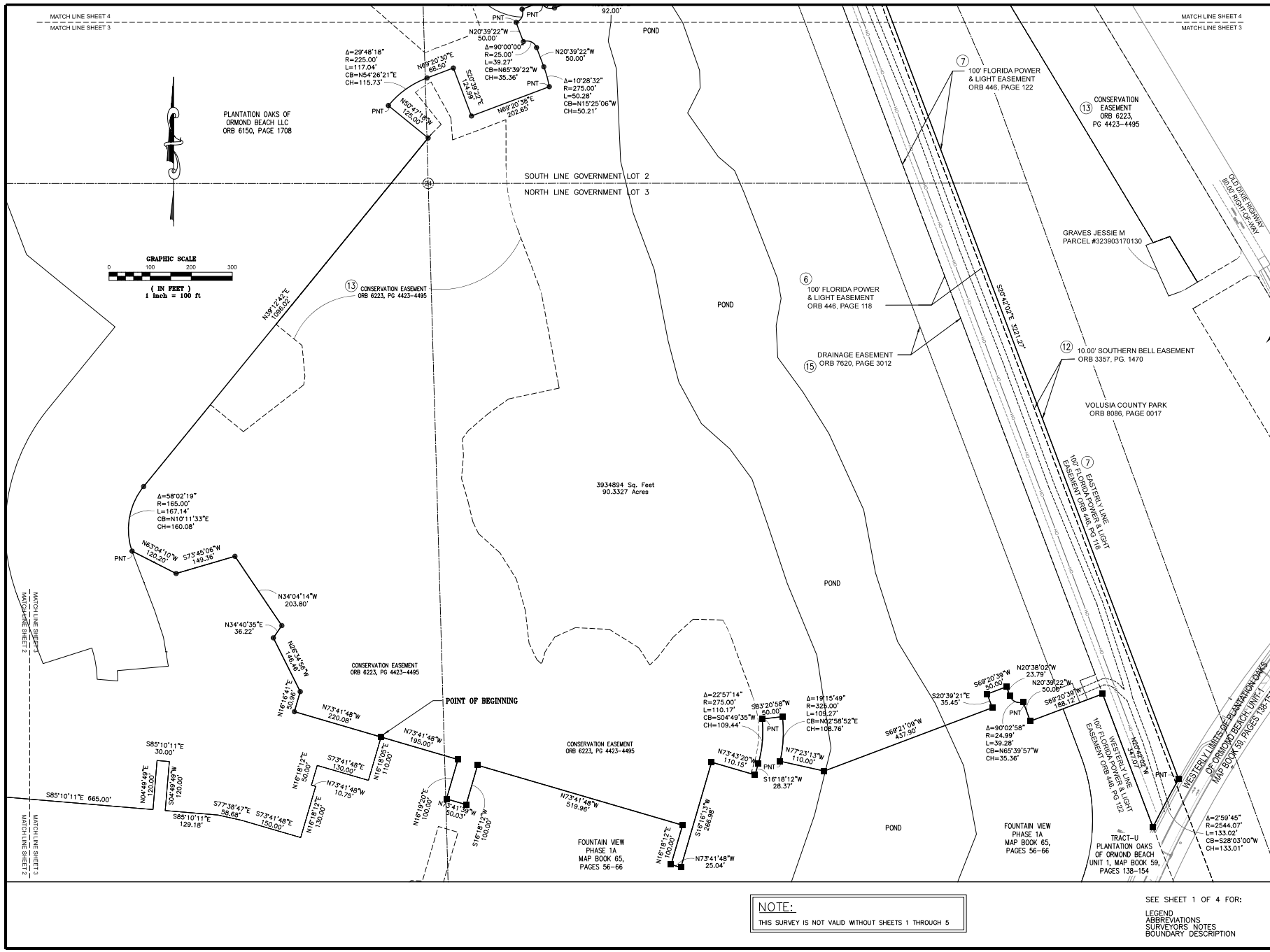
BOUNDARY SURVEY

FOUNTAIN VIEW PHASE 1C, ORMOND BEACH, FLORIDA

CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-680
JOB: 23-0619
SCALE: 1"=100'
SHEET: 3 of 5

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1C (FOUNTAIN VIEW)\230619 BOUNDARY REV2.DWG



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 5

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
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No.	Date	Revision	Approved
1			
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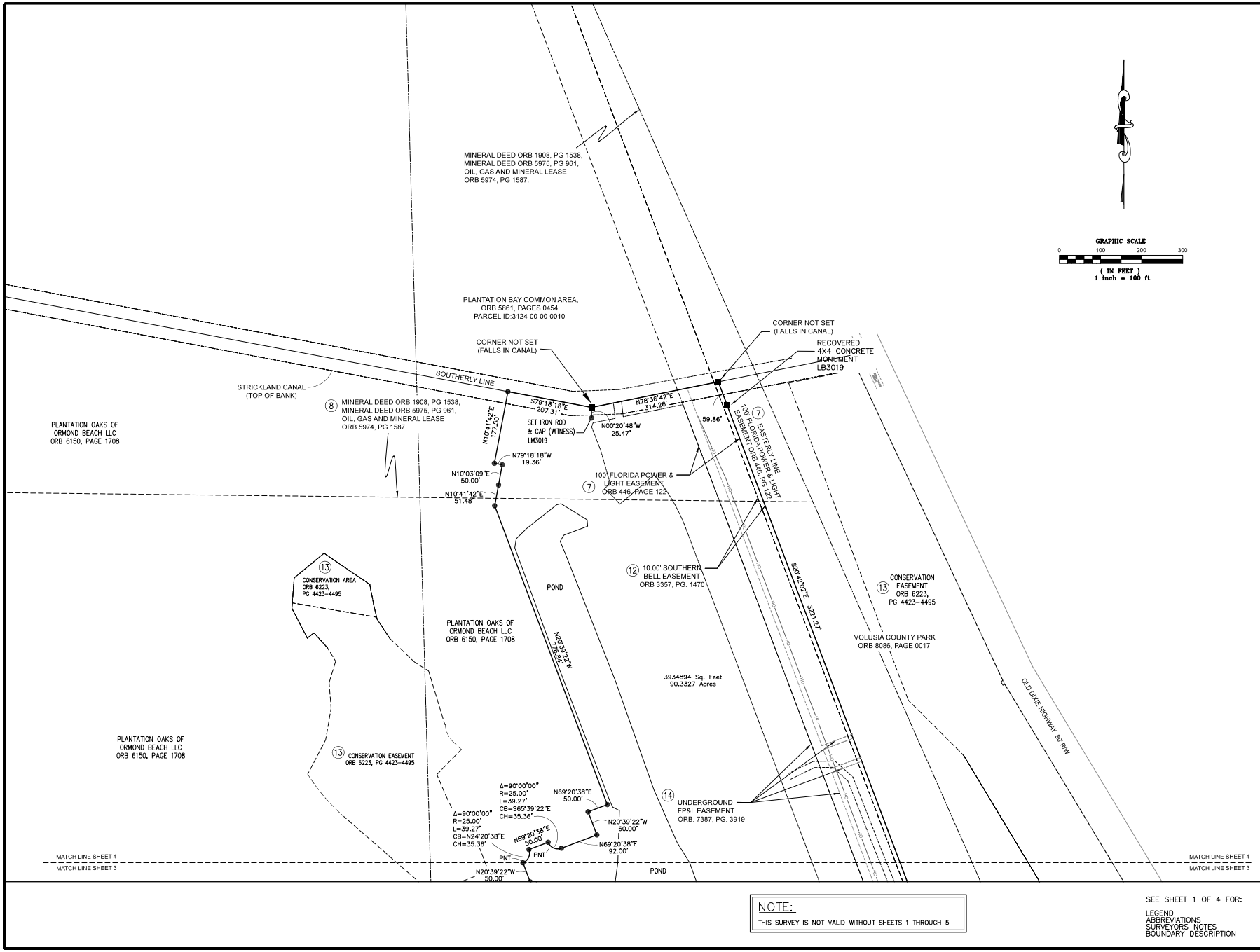
5			

FIELD DATE: 07-10-2023
FIELD BOOK: 1514
PAGE (S):26-27
PARTY CHIEF: JASON PENFIELD
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1C, ORMOND BEACH, FLORIDA
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-680
JOB: 23-0619
SCALE: 1"=100'
SHEET: 4 of 5

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1C (FOUNTAIN VIEW)\230619 BOUNDARY REV2.DWG



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 5

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

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No.	Date	Revision	Approved
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4			

FIELD DATE: 07-10-2023
FIELD BOOK: 1514
PARTY CHIEF: JASON PENFIELD
PAGE (S):26-27
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

BOUNDARY SURVEY

FOUNTAIN VIEW PHASE 1C,
ORMOND BEACH, FLORIDA

CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-680
JOB: 23-0619
SCALE: 1"=100'
SHEET: 5 of 5

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1C (FOUNTAIN VIEW)\230619 BOUNDARY REV2.DWG

ATTACHMENT 4

PRD development order
Ordinance 2022-16

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS"; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has submitted an application for the first amendment to the "Plantation Oaks" Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code,* following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(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;

(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, as proposed;

(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, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as "Plantation Oaks" situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the "Property").

SECTION TWO. The Applicant's request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant's request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th day of June, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPTLEGAL\CITY COMMISSION ITEMS\ORDINANCE\2022\05-17-22\22-16 PLANTATION OAKS, FIRST AMENDMENT TO PRD DEVELOPMENT ORDER (AMENDED) (PZ22-0056G).DOCX\5/18/2022 12:12

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
	Application No.	2021-101
	Project Name:	Plantation Oaks first amendment
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

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;

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, as amended;

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, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.

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LICENSED BUSINESS CERTIFICATION NO. 3019
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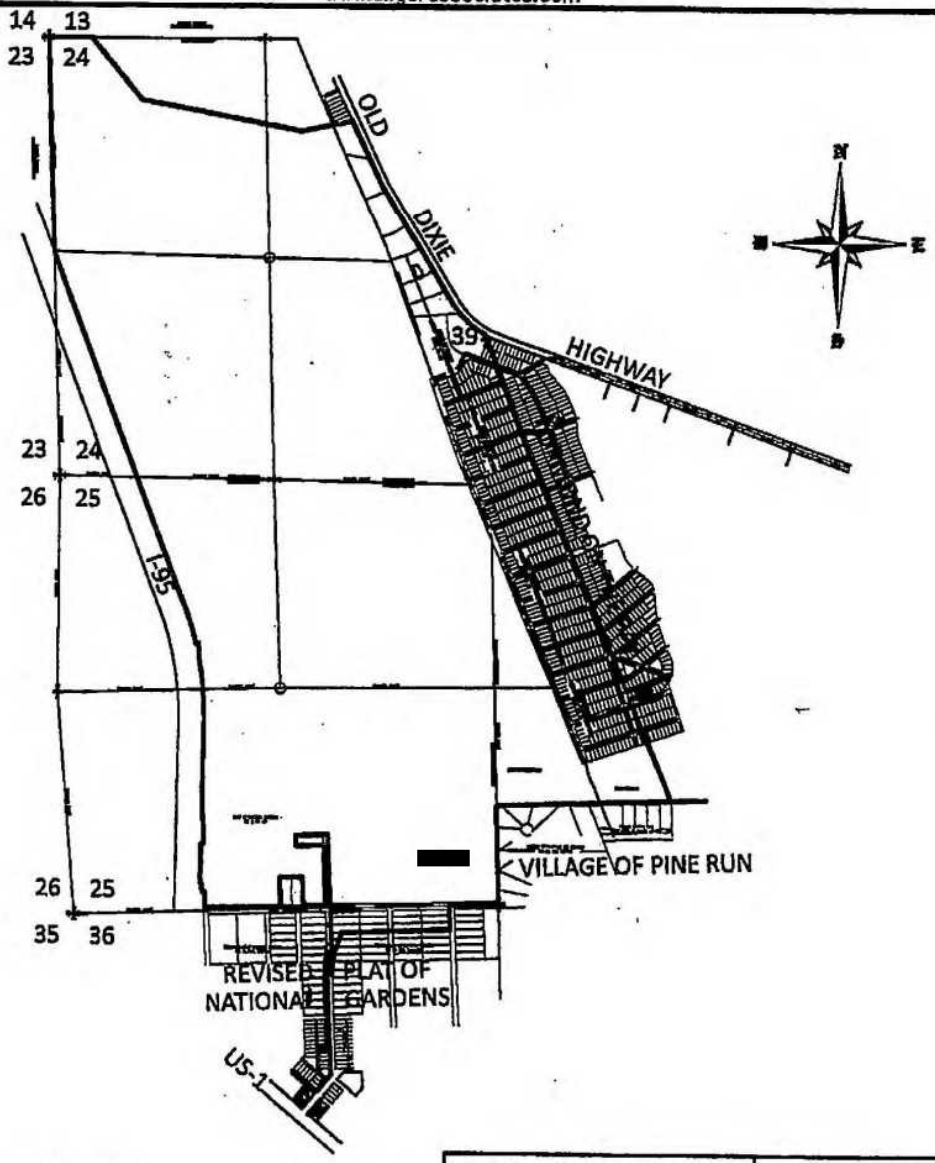

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000' FIELD BOOK: PAGE:

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

EXHIBIT "A"
Page 2 of 15

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N[redacted] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'05"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N[redacted] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

EXHIBIT "A"
Page 3 of 15

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [redacted], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

EXHIBIT "A"
Page 4 of 15

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE L	STED ABOVE.

SHEET 4 OF 4 — VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"
Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

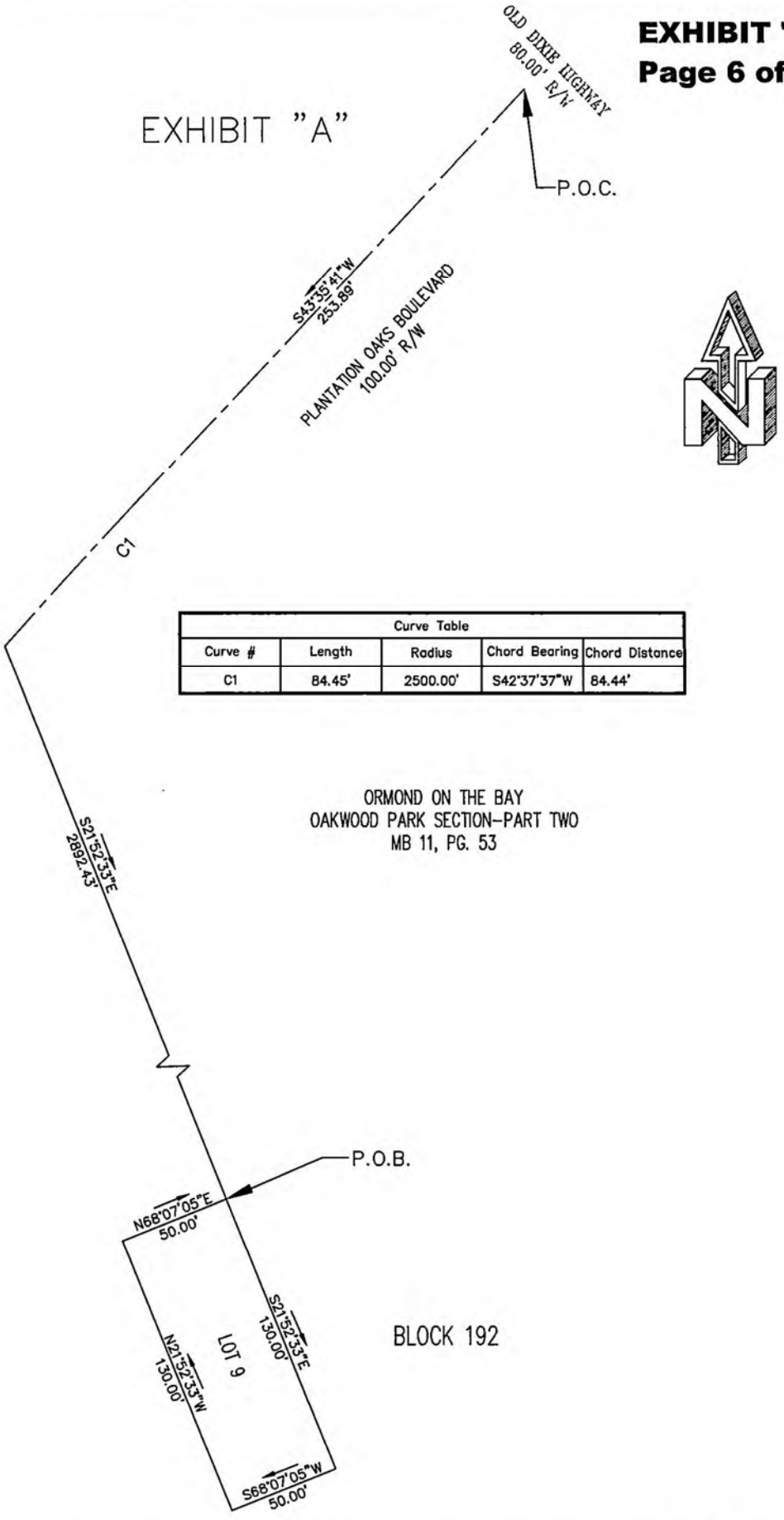
SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
Page 6 of 15

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	84.45'	2500.00'	S42°37'37"W	84.44'

ORMOND ON THE BAY
OAKWOOD PARK SECTION–PART TWO
MB 11, PG. 53

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CS

EXHIBIT "A"
Page 7 of 15

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET: THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

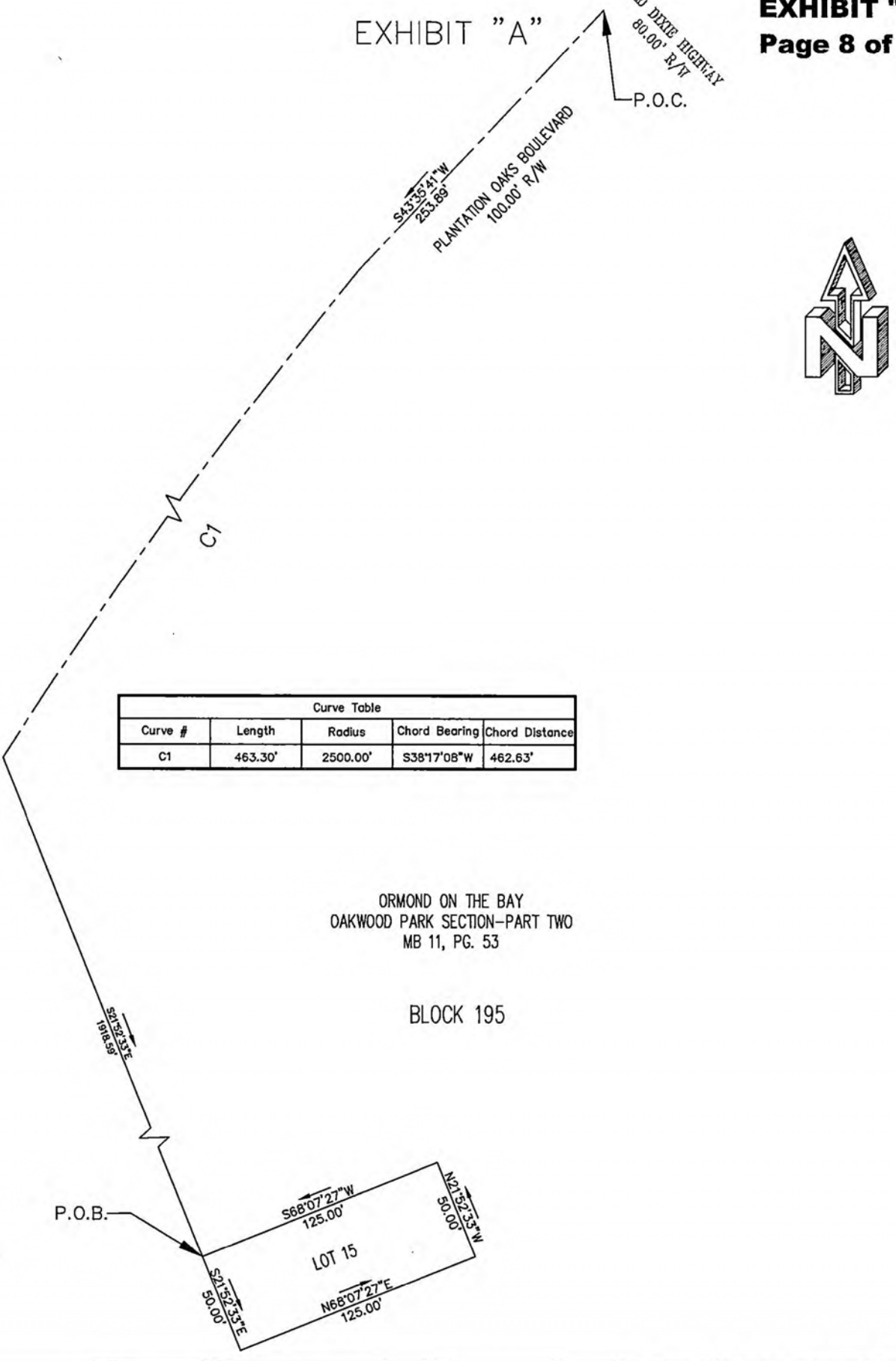
SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: GO

EXHIBIT "A"
Page 8 of 15

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

City of Ormond Beach
Engineering Division

DATE: 2/27/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 2 OF 2	DRAWN BY:

EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

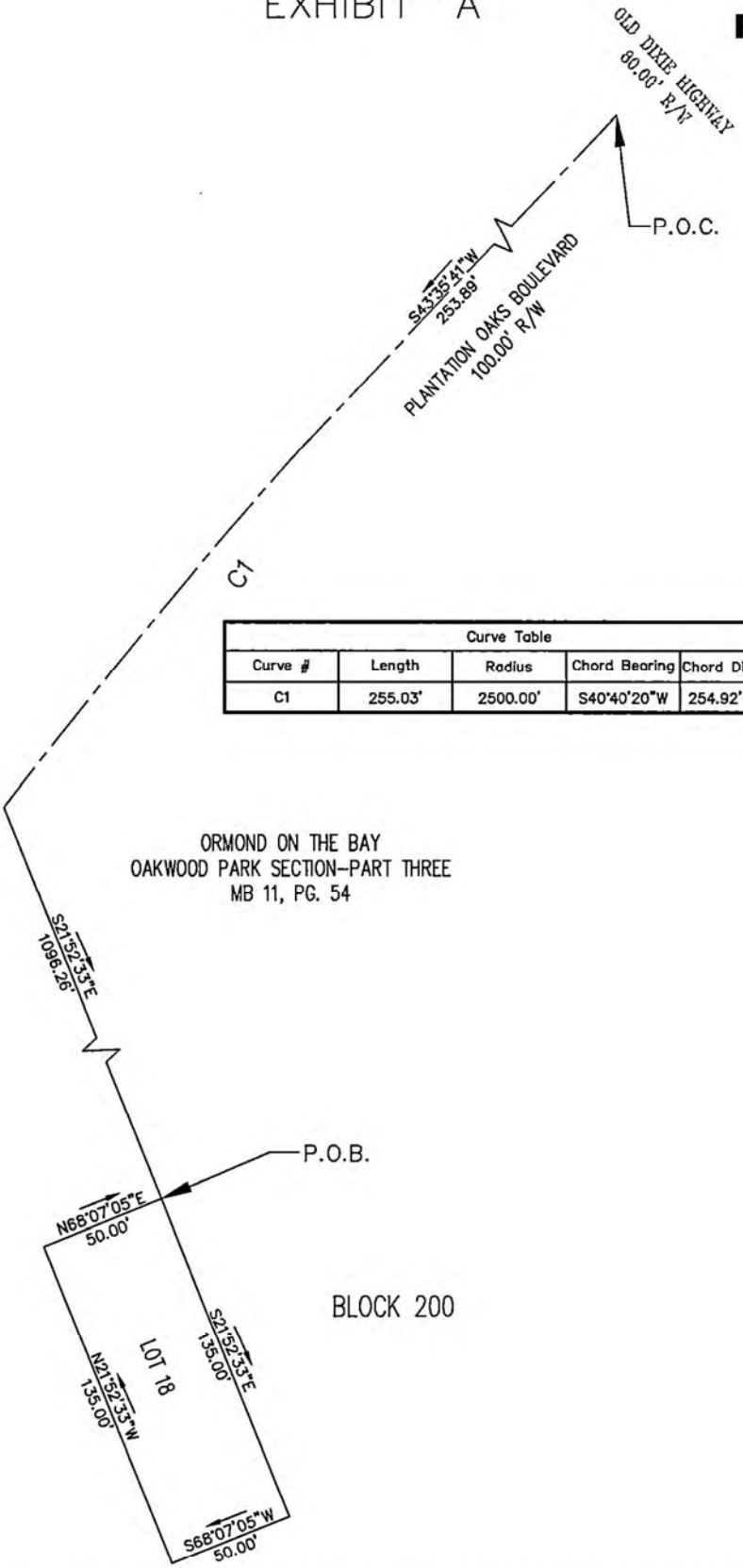
SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: GC

EXHIBIT "A"

EXHIBIT "A"
Page 10 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

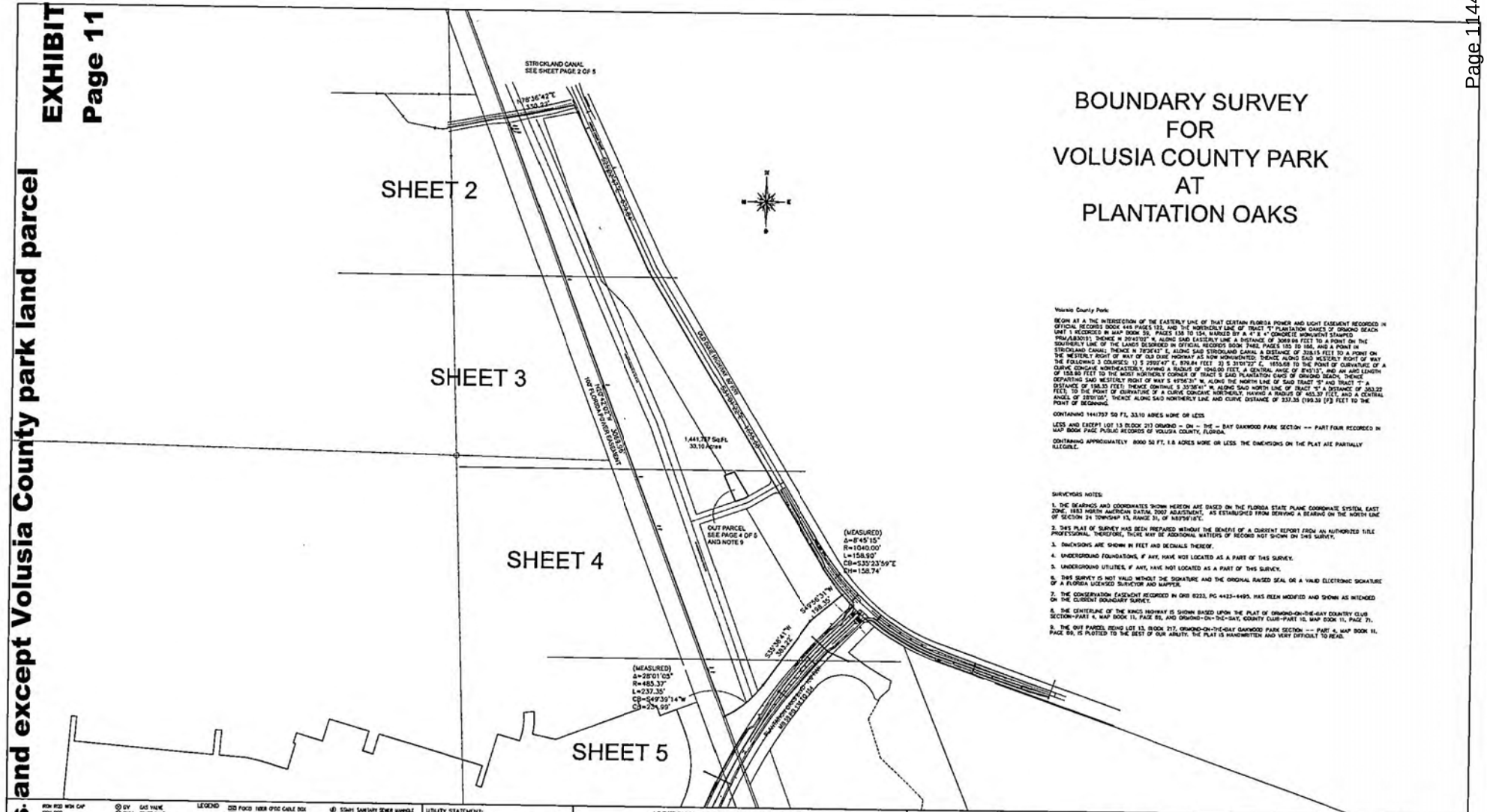
City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CO

Instrument #2022140339 #15 Book:8268 Page:2912

EXHIBIT "A"
Page 11 of 15

Less and except Volusia County park land parcel

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 103, AND THE NORTHERLY LINE OF TRACT "I" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3031; THENCE N 29°47'07" E, ALONG SAID EASTERLY LINE A DISTANCE OF 3089.66 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 79°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE, ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°07'47" E, 879.84 FEET 2) S 31°01'22" E, 1855.68 TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°36'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°36'14" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 358.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.30 (R)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441787 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 15, RANGE 31, OF N89°59'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 88, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 88, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

IRON ROD WITH CAP	GV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
IRON ROD	RUV REUSE VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	ETMH GREASE TRAP MANHOLE
IRON PIPE	HHC HAND HOLE (ELECTRIC)	FOCM FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
NAIL & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
FD "X"/CUT IN CONCRETE	GM GAS METER	SIGN	CO CLEAN OUT
CONCRETE MONUMENT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MARKER
(DENOTES PC / PT)	MB MAIL BOX	YL YARD LIGHT	M RPM REUSE BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UTILITY POLE	A WETLANDS LOCATION
SITE BENCHMARK	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONCRETE
FIRE HYDRANT	WV WATER VALVE	ED ELECTRIC SERVICE BOX	0.00 EXISTING ELEVATION

W/ WITH	ALUM ALUMINUM	GM GAS LINE MARKER	LP LIGHT POLE	BFOC BURIED FIBER OPTIC CABLE
BM BENCH MARK	BP BLOW BACK	T CLEARING LIMITS	PP POWER POLE	BTC BURIED TELEPHONE CABLE
IR IRON ROD (NO CAP)	PC POINT OF CURVATURE	R RADIUS	GUY GUY ANCHOR	BW BURIED WATER LINE
IP IRON PIPE (NO CAP)	POB POINT OF BEGINNING	L ARC LENGTH	POC POLYVINYL CHLORIDE	BTSL BURIED TRAFFIC SIGNAL BOX
IPC IRON PIPE AND CAP	POC POINT OF COMMENCEMENT	CB CHORD BEARING	CONC CONCRETE	BE BURIED ELECTRIC LINE
CM CONCRETE MONUMENT	RCP REINFORCED CONCRETE PIPE	CH CHORD DISTANCE	R/S RADIALS	BGL BURIED GAS LINE
PRM PRM & DISK	SID SET IRON PIN & CAP	Δ DELTA (CENTRAL ANGLE)	CL CENTERLINE	BTV BURIED TELEVISION LINE
FND FOUND	SAN SANITARY MANHOLE	PI POINT OF INTERSECTION	ESMT EASEMENT	TOB TOP OF BANK
CALC CALCULATED DIMENSION	CO CLEANOUT	PC POINT OF CURVATURE	FF FINISH FLOOR	BOB BOTTOM OF BANK
MH MANHOLE	SW SIDEWALK	PT POINT OF TANGENCY	CV CHECK VALVE	OHW OVERHEAD UTILITY LINE
MW MONITORING WELL	(M) RADIAL	RB REBAR	IV IRRIGATION VALVE	UGW UNDERGROUND WATER LINE
ID IDENTIFICATION	(NR) NON RADIAL	SSCE SSE EASEMENT PER PLAT	WV WATER VALVE	AC AIR CONDITIONER
(TYP) TYPICAL	STA STATION	RCP REINFORCED CONCRETE PIPE	BV BLOW VALVE	FNC FENCE
SEC SECTION	EL ELEVATION	CMP CORRUGATED METAL PIPE	WM WATER METER	SOW EDGE OF WATER
TOC TOPOGRAPHY	INV INVERT	CPP CORRUGATED PLASTIC PIPE	TW TIME WARNER	WOH WITH OVERHEAD UTILITIES
RGE RANGE	E EASEMENT	VCP VITRIFIED CLAY PIPE	TC TOP COVER	I.E. UTILITY EASEMENT
				I.E. ACCESS EASEMENT

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS--TREE LEGEND

CP CAMPHOR TREE	SB SUGARBERRY TREE		
MP MAPLE TREE	CD CEDAR TREE		
SYC SYCAMORE TREE	EM ELM TREE		
OK OAK TREE	OT CITRUS TREE		
SG SWEET GUM TREE	PN PINE TREE		
HK HICKORY TREE	PM PALM TREE		
CB CHINABERRY TREE	HY HOLLY		

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24"B)

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FILE: 210753.TXT
FIELD BOOK: 1470
PHOTO: 12, 17, 18, 21
SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	05-25-2021	21-0753	–	TJ	JD
TOPOGRAPHIC SURVEY	–	–	–	–	–
FOUNDATION LOCATION	–	–	–	–	–
FINAL IMPROVEMENTS	–	–	–	–	–
RECERTIFICATION	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2625 Mora Road
Port Orange, FL 32127
(386) 761-5360
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
Copyright © 2021 Sliger & Association, Inc.

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED OR SEALED COPY)

TYPE OF SURVEY	DRAWN TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY PERSONS AND/OR INDIVIDUALS SINCE THIS PARTY CHIEF ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 1 OF 5

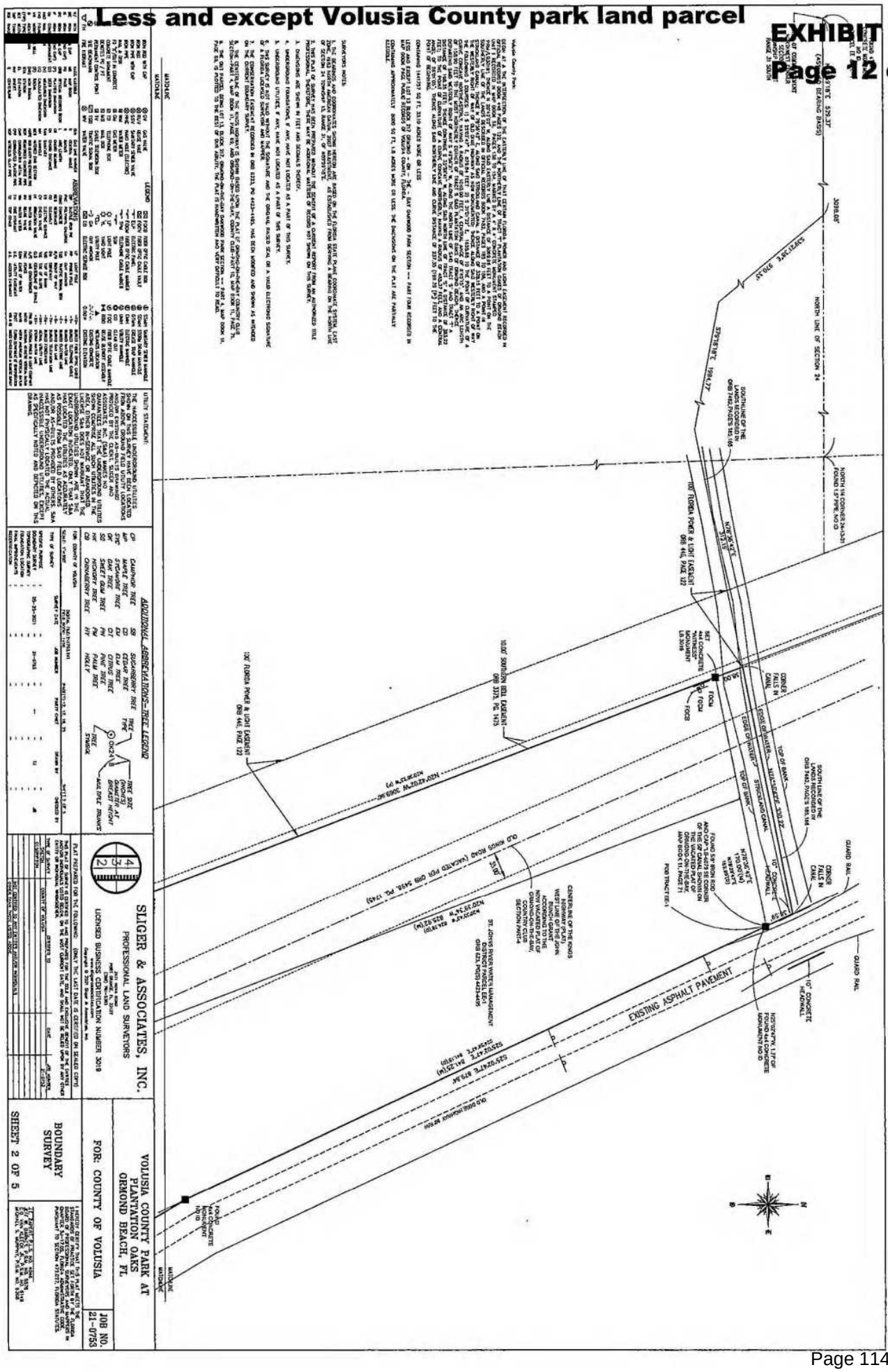
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W. BARNES, P.S.M. NO. 6547
JEFF W. BARNES, P.S.M. NO. 5529
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6308

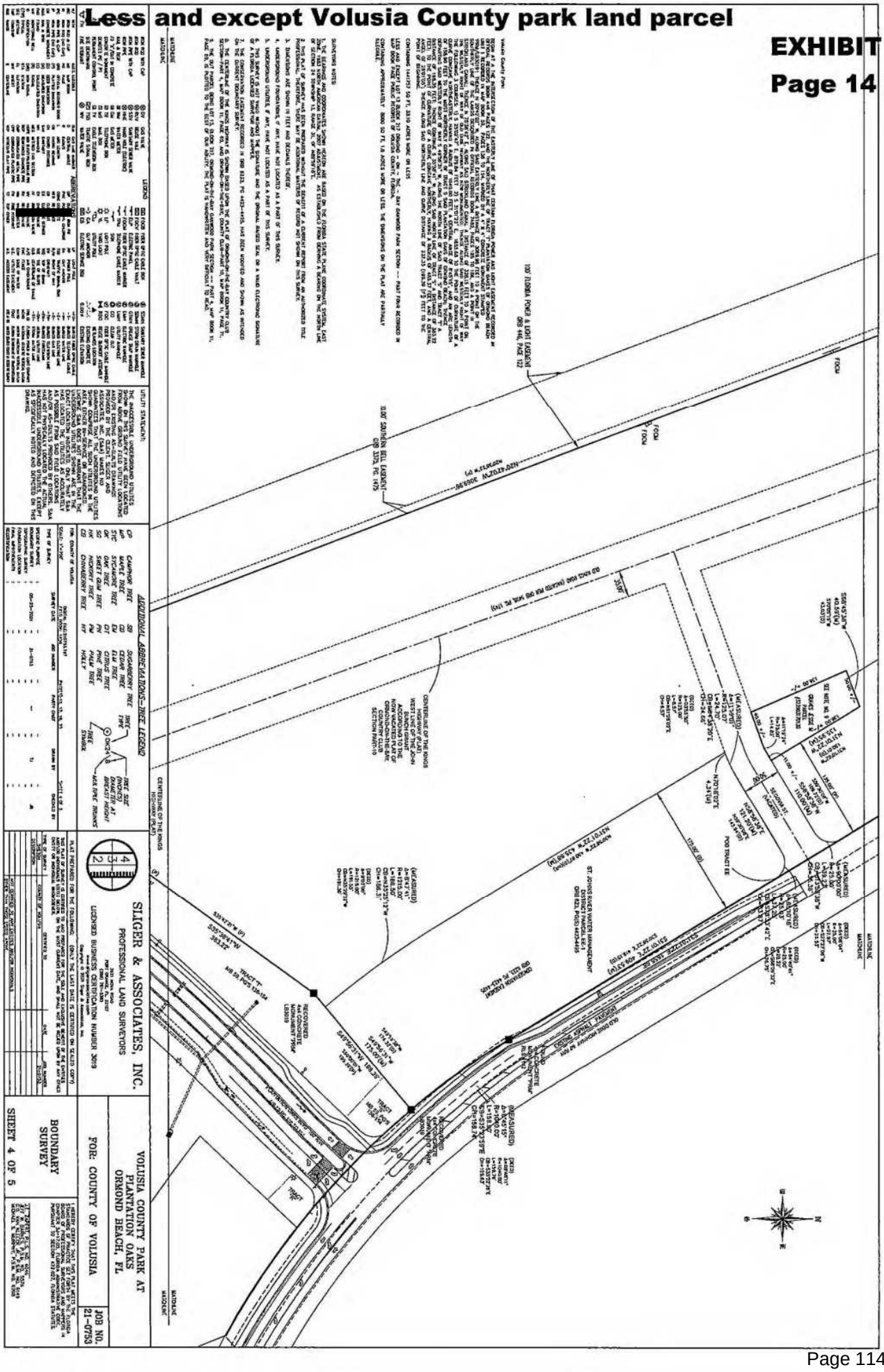
Less and except Volusia County park land parcel

EXHIBIT "A"
Page 12 of 15



Less and except Volusia County park land parcel

EXHIBIT "A"
Page 13 of 15


Less and except Volusia County park land parcel
EXHIBIT "A"
Page 14 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 4 OF 5

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 15 of 15

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

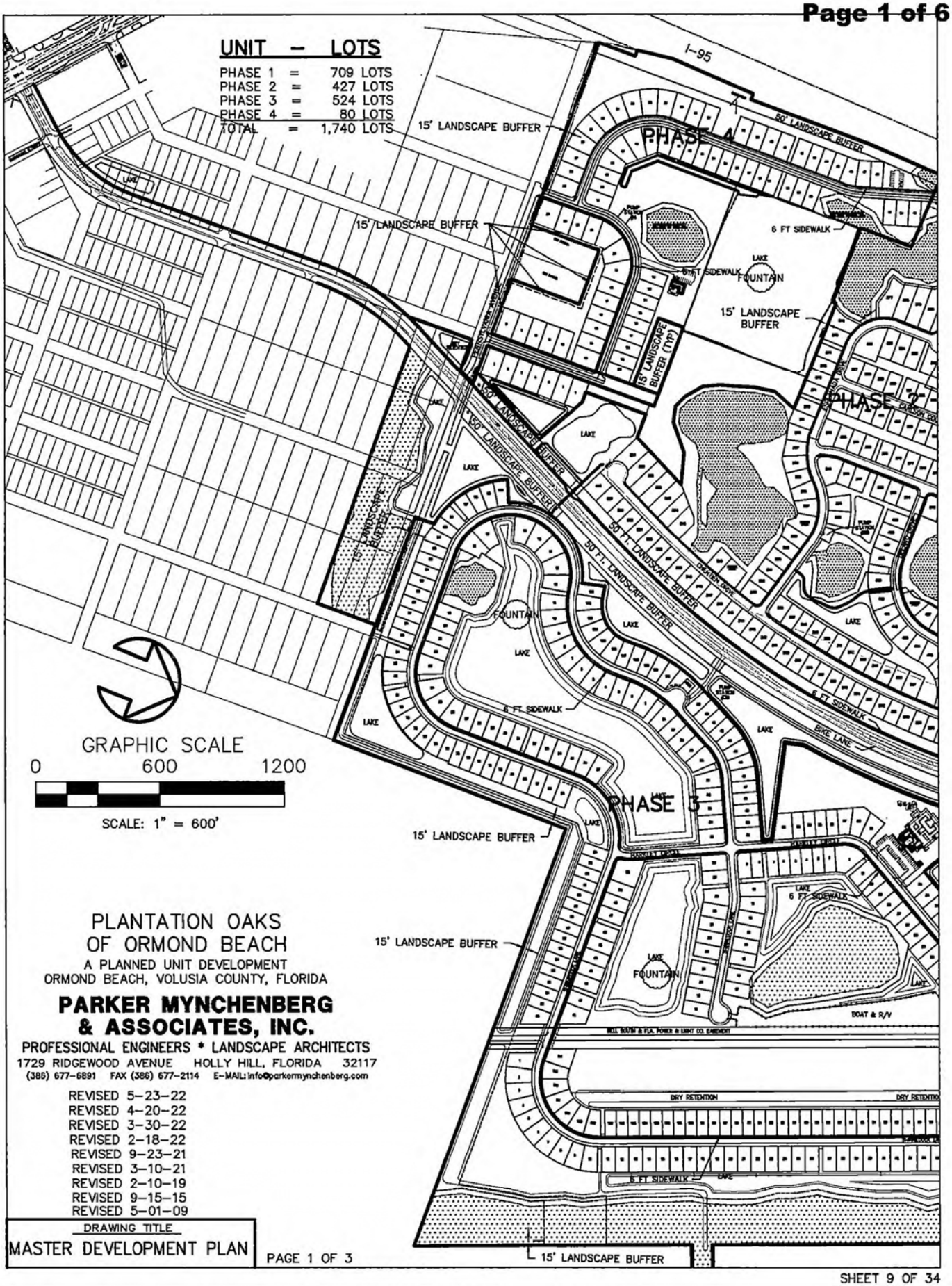
BOUNDARY SURVEY

SHEET 5 OF 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019

EXHIBIT "B"

Page 1 of 6



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"

Page 2 of 6

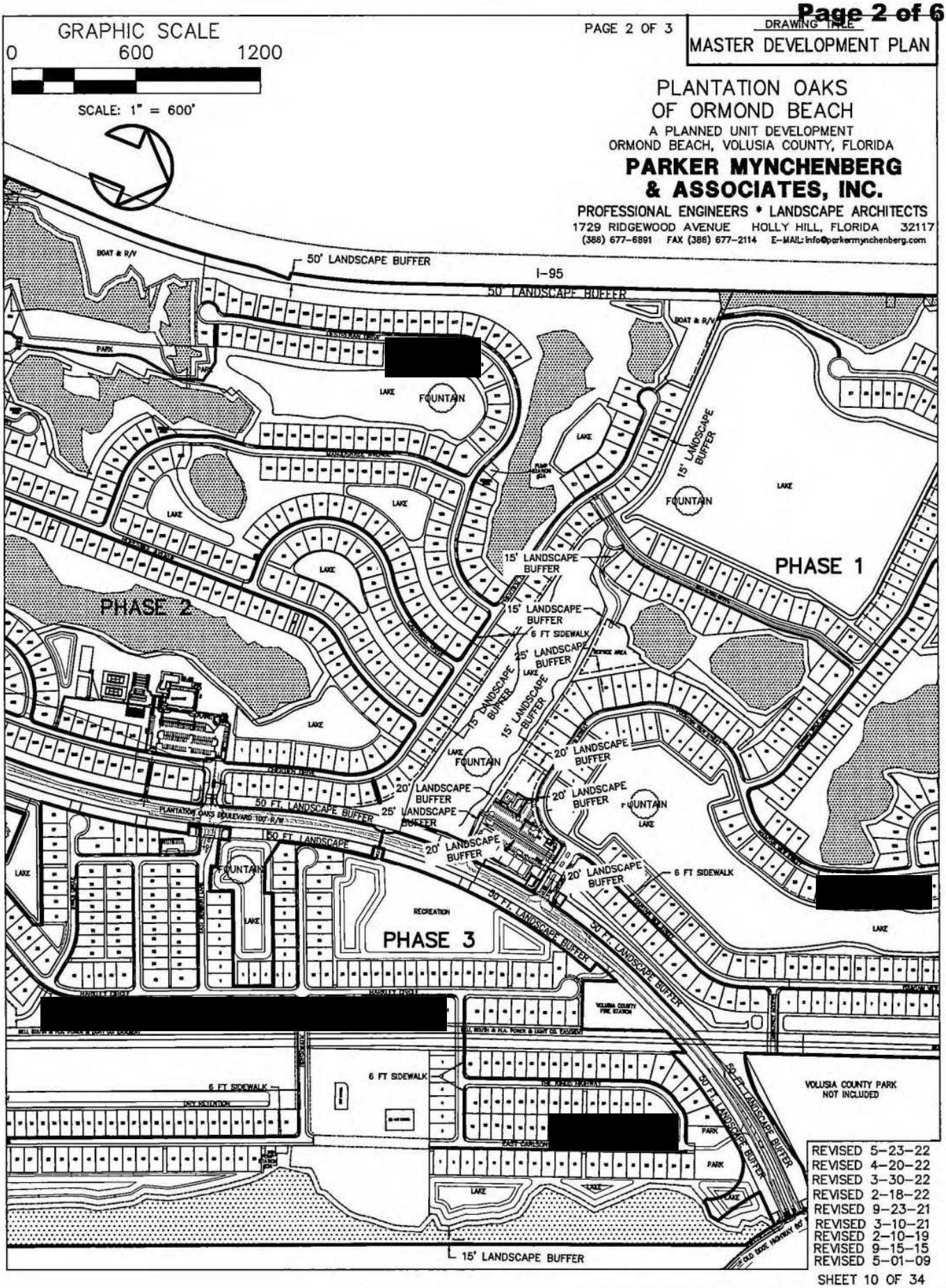
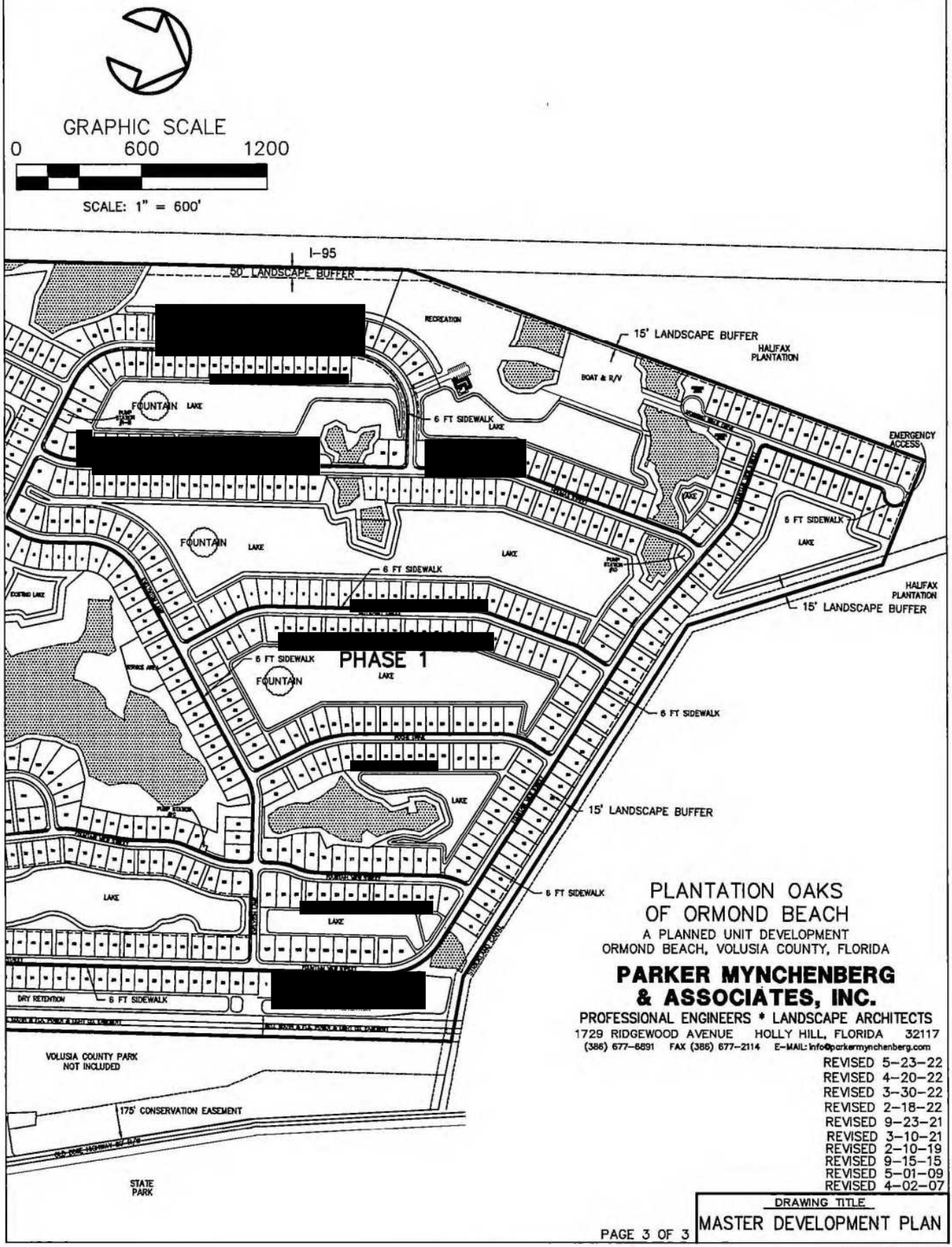


EXHIBIT "B"

Page 3 of 6



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

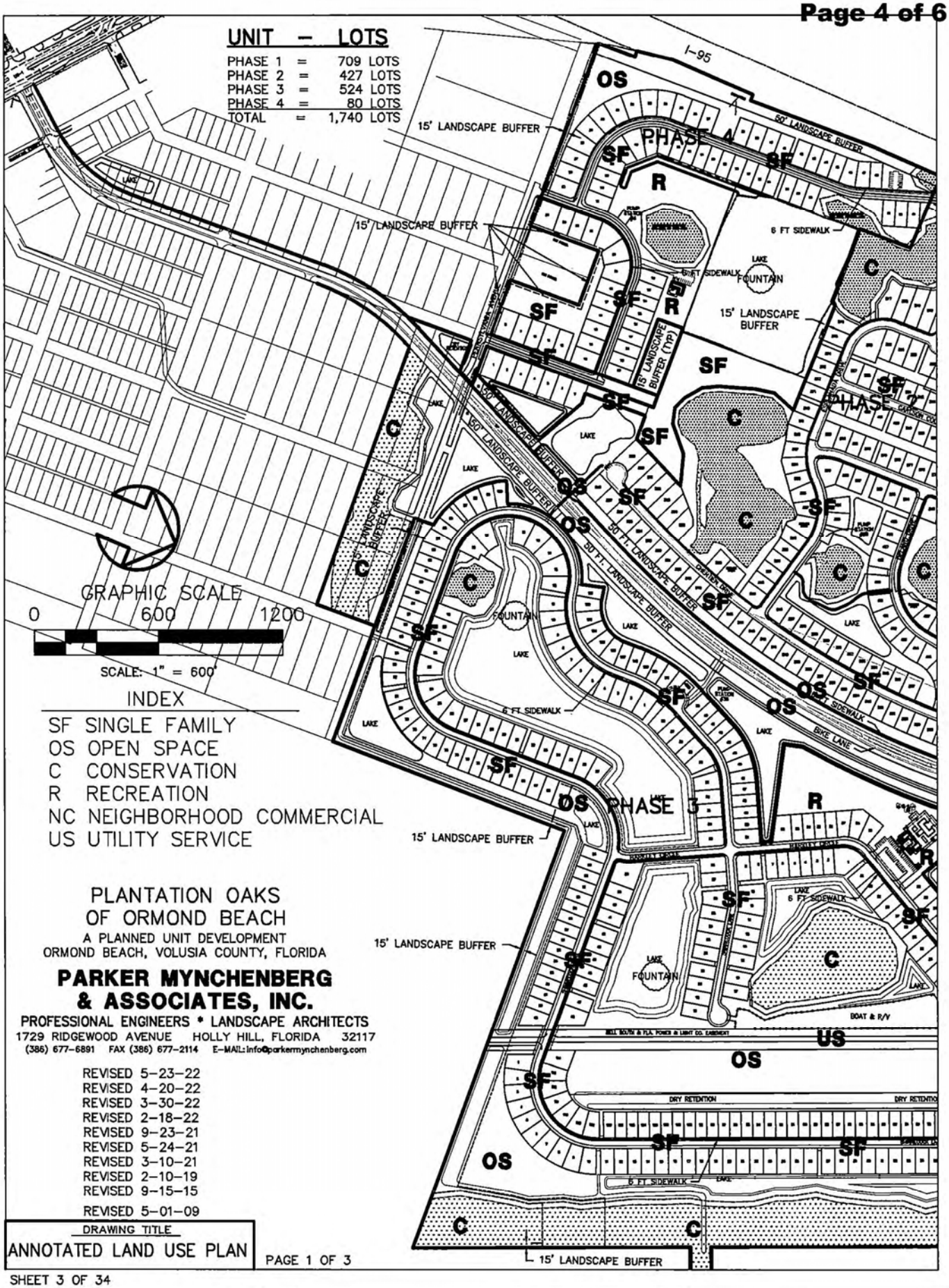
DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"

Page 4 of 6



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 5-24-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

EXHIBIT "B"

Page 5 of 6

GRAPHIC SCALE
0 600 1200
SCALE: 1" = 600'

INDEX
SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PAGE 2 OF 3

DRAWING TITLE
ANNOTATED LAND USE PLAN

PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
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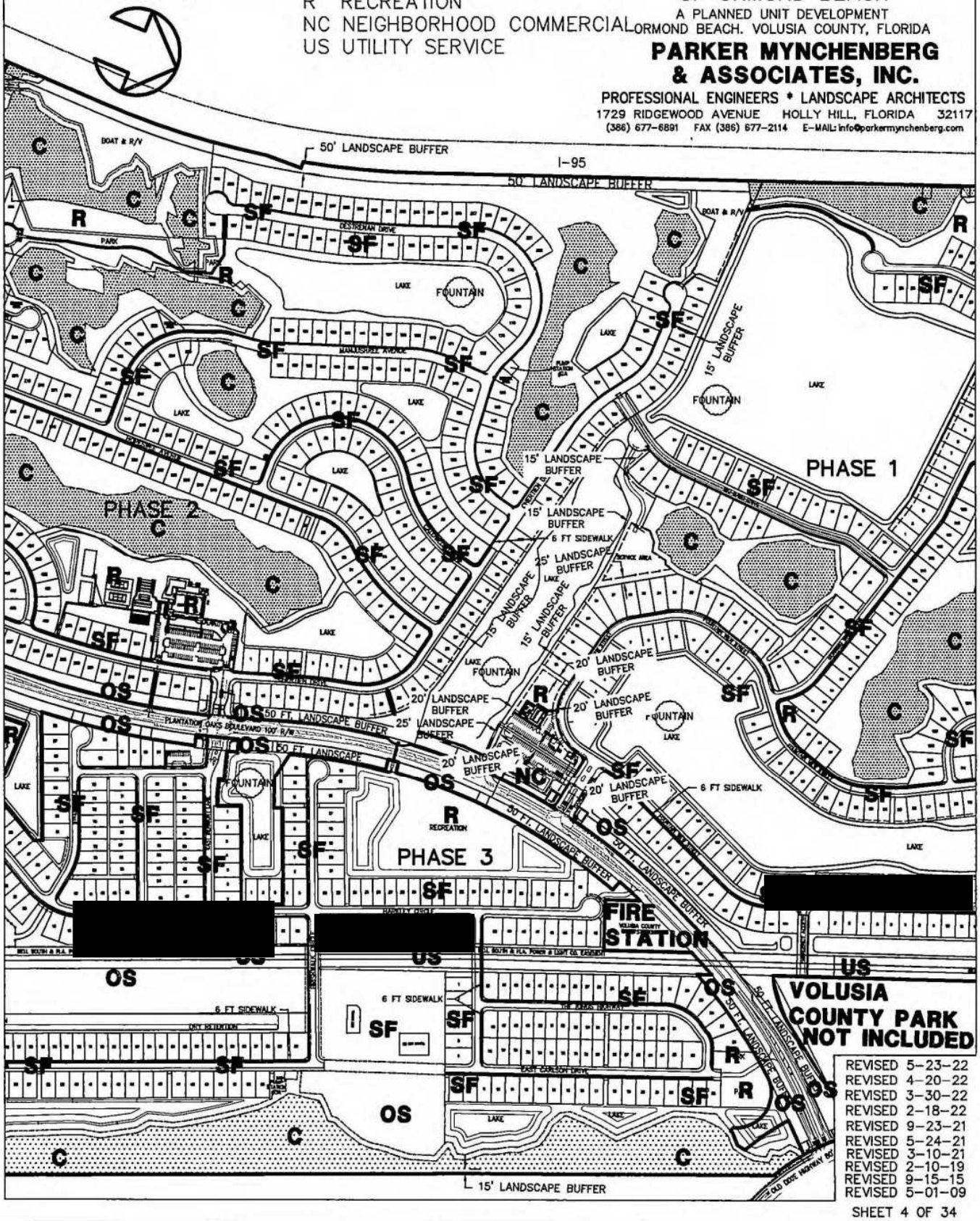

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
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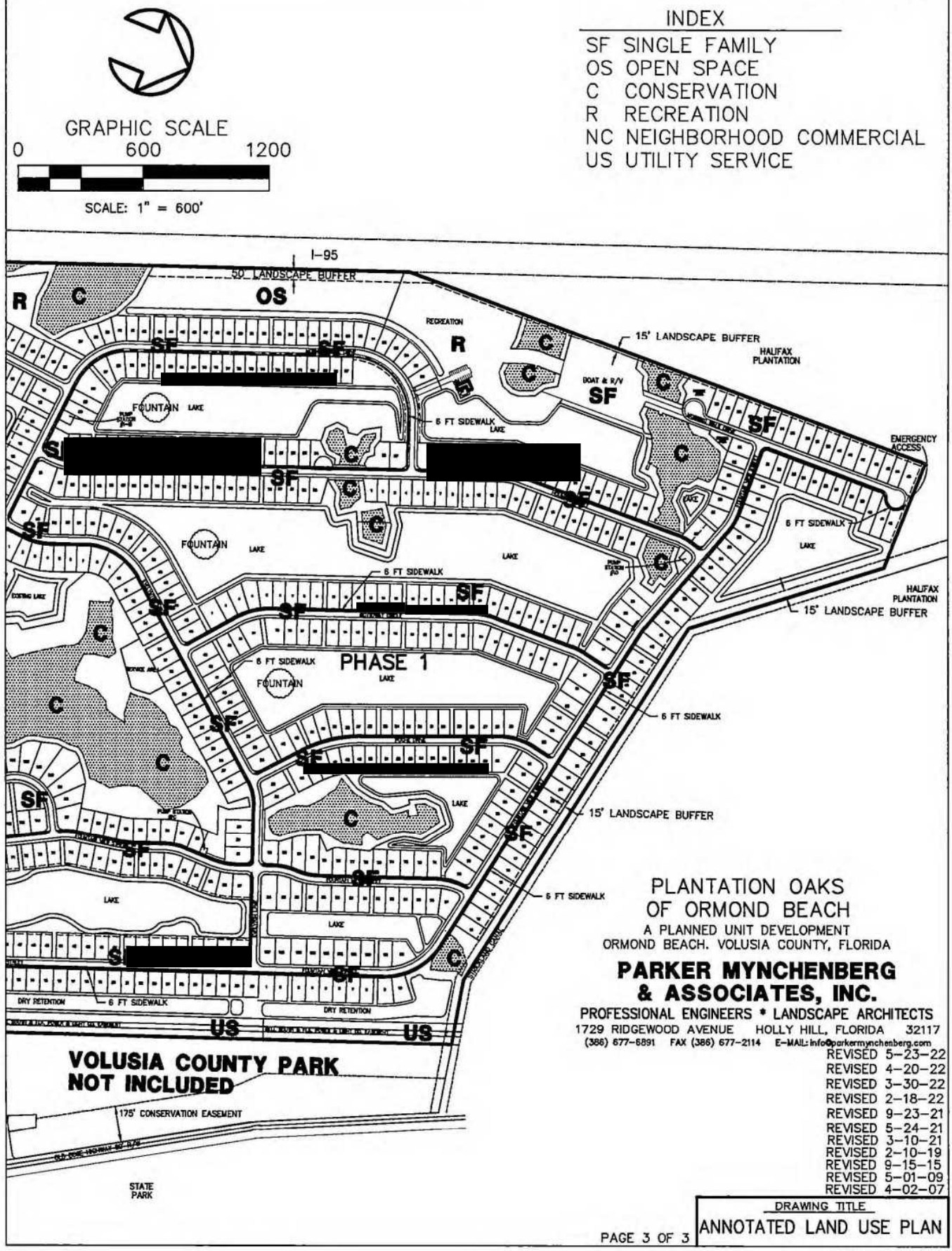
REVISED 9-23-21
REVISED 5-24-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

SHEET 4 OF 34

EXHIBIT "B"

~~**Page 6 of 6**~~



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 5-24-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE
ANNOTATED LAND USE PLAN

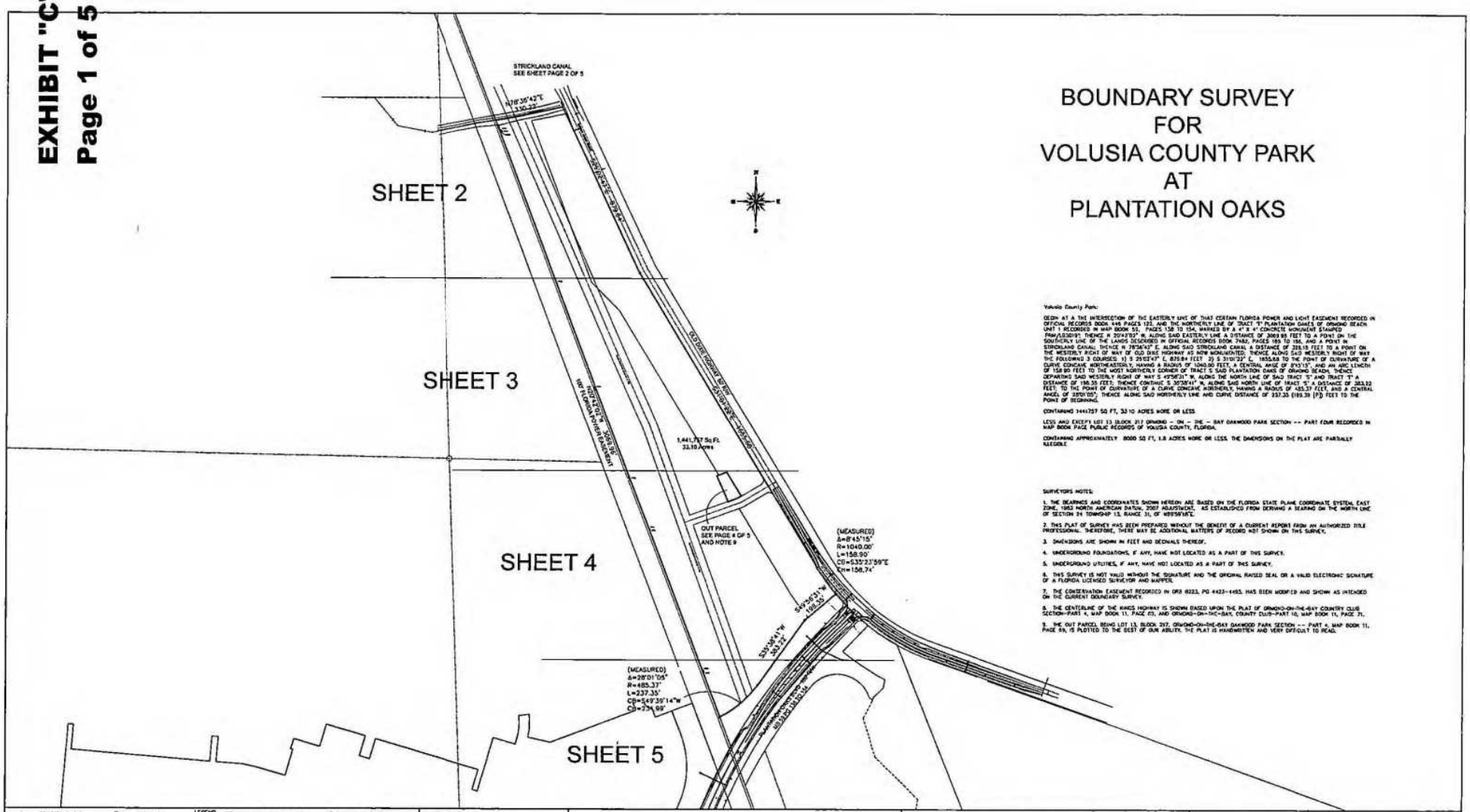
PAGE 3 OF 3

SHEET 5 OF 34

Instrument #20221403339 #26 Book:8268 Page:2923

EXHIBIT "C"
Page 1 of 5

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 123, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 55, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM LS3019" THENCE N 20°47'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3063.95 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°35'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 330.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 21°21'47" E, 870.84 FEET 2) S 31°01'32" E, 1855.58 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°43'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°58'31" W, ALONG THE NORTH LINE OF SAID TRACT S" AND TRACT T" A DISTANCE OF 1055.39 FEET; THENCE CONTINUE S 39°38'41" W, ALONG SAID NORTH LINE OF TRACT S" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (189.39 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°56'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 8223, PG 4423–4465, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE RANGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION–PART 4, MAP BOOK 11, PAGE 23, AND ORMOND–ON–THE–BAY, COUNTY CLUB–PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND–ON–THE–BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 59, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

ABBREVIATIONS

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS–BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS–BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24)

FOR: COUNTY OF VOLUSIA

SURVEY DATE: 05–25–2021 | DIGITAL FILE: 210753.DAT | FIELD BOOK: 1576 | PHOTOS: 13, 17, 18, 21 | SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	05–25–2021	21–0753	–	TJ	JB
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3411 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–1565
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

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PLAT PREPARED FOR THE FOLLOWING. (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SPECIFIC PURPOSE	COUNTY OF VOLUSIA		21–0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21–0753

BOUNDARY SURVEY

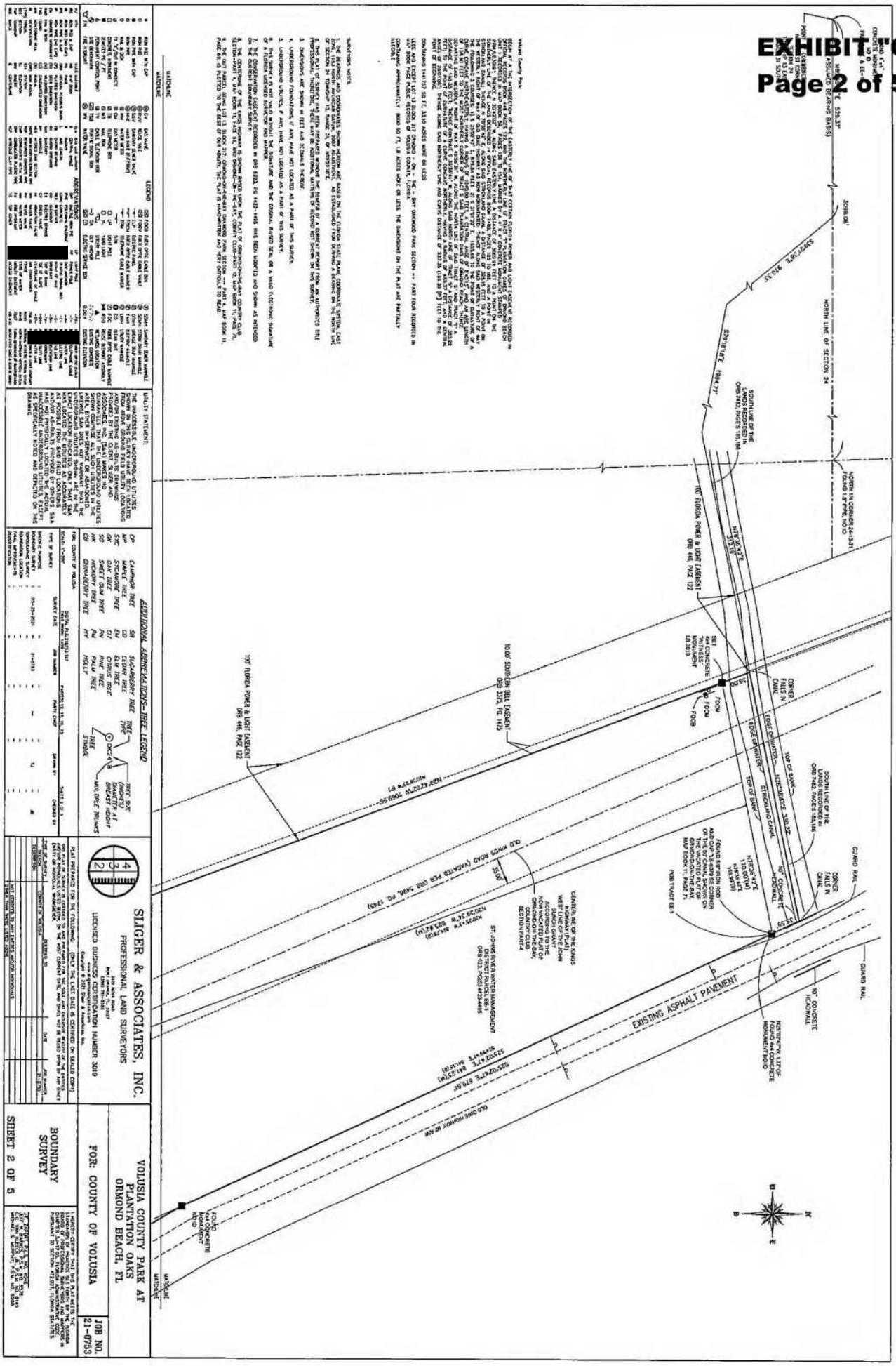
SHEET 1 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16

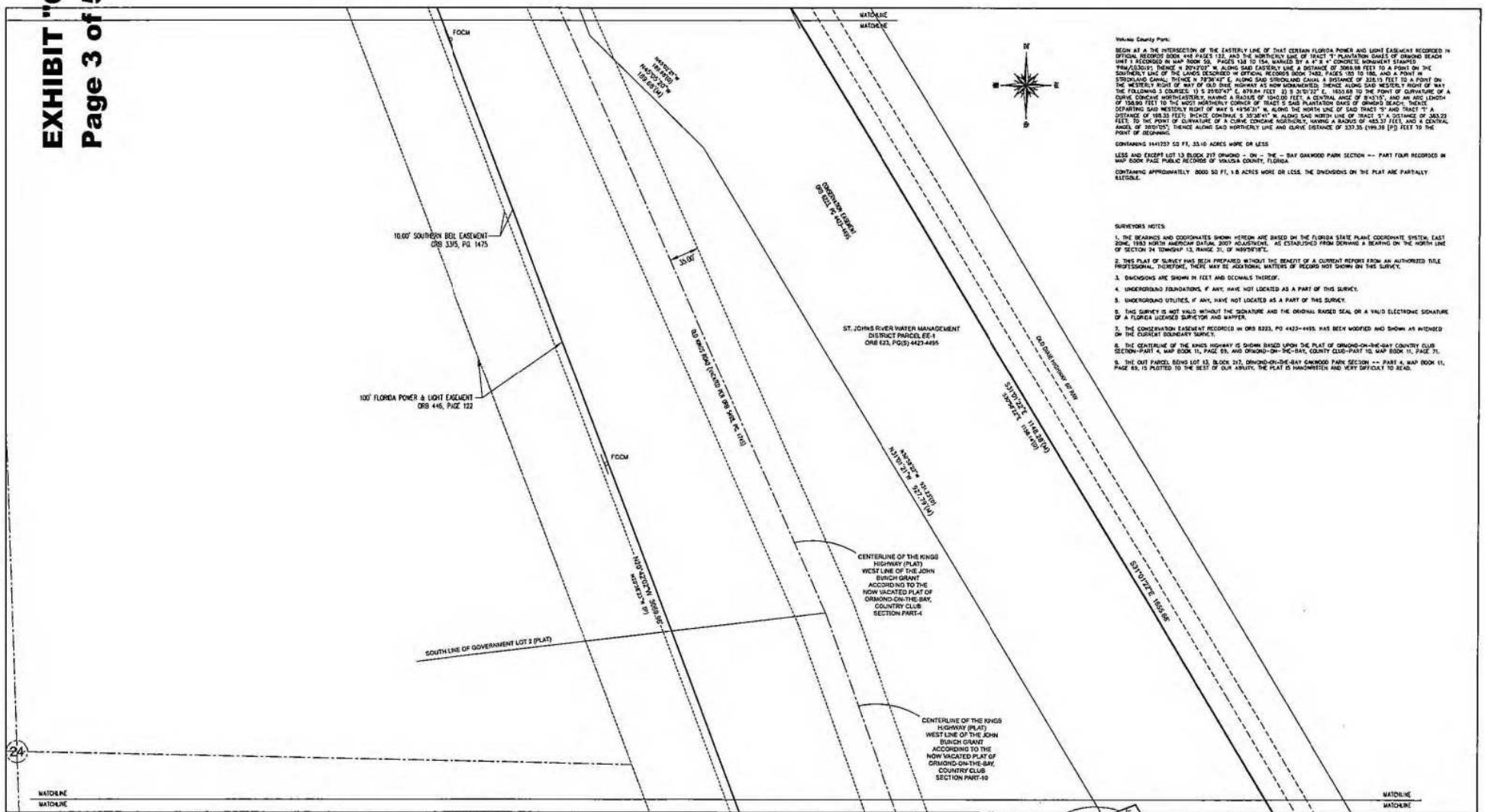
JEFFREY W BARNES, P.S.M. NO. 5526
ATTEST
G.D. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6308

EXHIBIT "C"
Page 2 of 5


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 2 OF 5
EXISTING ASPHALT PAVEMENT
GUARD RAIL
10' CONCRETE ACASPHALT
NORTH LINE OF SECTION 24
SOUTH LINE OF THE LANDS RECORDED IN ORB 7482, PAGES 1815186
100' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3375, PG 1473
SET 4x4 CONCRETE MONUMENT LB 3019
FOUND 4x4 CONCRETE MONUMENT NO G
EDGE OF WATER
TOP OF BANK
STEEPBANK SIDE SLOPE
STRICKLAND CANAL
CORNER FALLS IN CANAL
OLD DIXIE HIGHWAY (66' R/W)
CENTERLINE OF THE WINDS HIGHWAY (PLAT) WEST LINE OF THE JOHN ANDERSON GRANT, ACCORDING TO THE NON-DEDICATED PLAT OF COUNTRY CLUB SECTION PART 4
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL 854 ORB 6321 PGS(1482)-1485
FOUND CONCRETE MONUMENT NO G
SURVEYOR'S NOTES
1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (1983 NORTH AMERICAN DATUM, 2000 ADJUSTMENT) AS ESTABLISHED FROM GERKING A BEARING ON THE NORTH LINE OF SECTION 24 AS SHOWN HEREON.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS (IF ANY) HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CURRENT RECORDED LEGAL DESCRIPTION IS ORB 6321 PG 1482-1485 HAS BEEN WORKED AND SHOWN AS HATCHED
8. THE CENTERLINE OF THE WINDS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 99, AND ORMOND-ON-THE-BAY COUNTRY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE UNIT PARCEL WITH LOT 13 BLOCK 327 ORMOND-ON-THE-BAY DIVISION FROM SECTION --- PART 4, MAP BOOK 11, PAGE 99, IS ROTATED TO THE EAST OF OLD ADDITIONAL THE PLAT IS MANDATED AND VERY DIFFICULT TO READ
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES
JEFFREY S. SLIGER, P.S.M.
FLA. CERTIFICATE NO. 6308
SLIGER & ASSOCIATES, P.A., LB 3019
4812 S. NOVA RD.
PORT ORANGE, FL 32127
(386) 761-2005
SURVEY DATE: 10-15-2021
DRAWN BY: JSS
CHECKED BY: JSS
JOB NUMBER: 21-0753
SCALE: 1"=150'
FOR: COUNTY OF VOLUSIA
PLAT PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITY NAMED HEREON, AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR NAMED HEREON.
THIS PLAT OF SURVEY IS DEEMED TO BE VOID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR THE ELECTRONIC SIGNATURE AND SEAL OF THE SURVEYOR AS AUTHORIZED BY LAW.
THE LAST DATE IS CERTIFIED OR SEALED (DATE OF FIELD SURVEY, OFFICE REVIEW, OR FINAL APPROVAL/RE-SUBMITTAL)
TYPE OF SURVEY: BOUNDARY SURVEY
TOPOGRAPHIC SURVEY
TREE SURVEY
FINAL APPROVAL/RE-SUBMITTAL
DESCRIPTION
DATE
JOB NUMBER
DRAWN BY
CHECKED BY
UTILITY STATEMENT:
THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILT DRAWINGS PROVIDED BY THE RESPECTIVE UTILITY ASSOCIATES. SLIGER & ASSOCIATES, INC. (S&A) MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. S&A FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH IT DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AVAILABLE. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL UNDERGROUND UTILITIES AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING
ADDITIONAL ABBREVIATIONS—TREE LEGEND
CP CAMPHOR TREE
MP MAPLE TREE
SYC SYCAMORE TREE
EU EUCALYPTUS TREE
OAK OAK TREE
HT HICKORY TREE
CH CHINABERRY TREE
SB SILVERBERRY TREE
CD CEDAR TREE
ELM ELM TREE
CT CITRUS TREE
PM PALM TREE
HH HOLLY
TREE TYPE
TREE DBH & DIAMETER AT BREAST HEIGHT
TREE ID#
WAS SPLIT TRUNKS
ABBREVIATIONS
LEGEND
GUARD RAIL
EXISTING ASPHALT PAVEMENT
NORTH 1/4 CORNER 24-13-31 FOUND 1.5" PIPE, NO ID
POINT OF BEGINNING
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 24
ASSUMED BEARING BASIS
S89°58'34"E 5298.08'
S89°58'34"E 1984.77'
N89°58'34"W 3313.30'
S00°01'26"W 870.55'
S00°01'26"W 12.46'
S89°58'34"E 1313.31'
S00°01'26"W 1313.31'
N89°58'34"W 1313.31'
N00°01'26"E

Instrument #20221140339 #28 Book:8268 Page:2925

EXHIBIT "C"
Page 3 of 5



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT "I" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 50, PAGES 138 TO 154; MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3019"; THENCE N 20°47'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3066.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 180 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 73°36'43" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.13 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°07'47" E, 879.84 FEET 2) S 31°01'22" E, 1855.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°43'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKES OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "I" A DISTANCE OF 188.35 FEET; THENCE CONTINUE S 38°38'41" W, ALONG SAID NORTH LINE OF TRACT S" A DISTANCE OF 283.23 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 20°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 337.35 (199.38 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°54'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
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5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 69, IS PLOTTED TO THE BEST OF OUR ABILITY, THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RVV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
●	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHC	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
□	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
⊡	FD "X"CUT IN CONCRETE	GM	GAS METER		SIGN	CO	CLEAN OUT
■	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
■	BENCHES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBA	REUSE BLOWOFF ASSEMBLY
△	PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UP	UTILITY POLE	▲	WETLANDS LOCATION
⊕	SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	WV	WATER VALVE	ED	ELECTRIC SERVICE BOX	0.00'	EXISTING ELEVATION

W/	WITH	LSB	LAND SURVEYOR	CA	CUL DE SAC	LP	LIGHT POLE
IRC	IRON ROD & CAP	MB	MAP BOOK	C	CENTRAL ANGLE	PP	POWER POLE
IPC	IRON ROD (NO CAP)		PAGE	CBS	CONCRETE BLOCK	PVC	POLYVINYL CHLORIDE
IPC	IRON PIPE & CAP		OFFICIAL RECORDS BOOK	CONC	CONCRETE	GA	GUY ANCHOR
IP	IRON PIPE (NO CAP)		PLATTED DIMENSION	BRG	BEARINGS	POB	POINT OF BEGINNING
CM	CONCRETE MONUMENT		DEED DIMENSION	CB	CHORD BEARING	POC	POINT OF COMMENCE
NAIL	NAIL & DISK		MEASURED DIMENSION	CH	CHORD DISTANCE	R	RADIUS
FND	FOUND		CALCULATED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE
SIR	SET IRON ROD		MANHOLE	SV	SCREW VALVE	TOB	TOP OF BANK
MW	MONITORING WELL		WITNESS ONE SECTION	WV	WATER VALVE	TOS	TOP OF SLOPE
ID	IDENTIFICATION		NON RADIAL/RADIUS(NR)	IV	IRRIGATION VALVE	CLG	CENTERLINE OF GRADE
(TYP)	TYPICAL		STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE
SEC	SECTION		ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER
TWP	TOWNSHIP		INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT
RGE	RANGE		CENTERLINE	PVC	NONMETALLIC (SCH) PIPE	UE	UTILITY EASEMENT
						AE	ACCESS EASEMENT

OHP	OVERHEAD POWER	OHT	OVERHEAD TELEPHONE	OHC	OVERHEAD CABLE	BFO	BURIED FIBER OPTIC CABLE
UGP	UNDERGROUND POWER	UGT	UNDERGROUND TELEPHONE	UGC	UNDERGROUND CABLE	BTV	BURIED TELEVISION CABLE
SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	BFO	BURIED FIBER OPTIC CABLE
SV	SCREW VALVE	OV	OVERHEAD	TOS	TOP OF SLOPE	UGU	UTILITY LINE
WV	WATER VALVE	IV	IRRIGATION VALVE	CLG	CENTERLINE OF GRADE	SDP	STORM WATER LINE
RV	REUSE VALVE	WM	WATER METER	FH	FIRE HYDRANT	UE	UTILITY EASEMENT
CM	CONCRETE MONUMENT	RCP	REINFORCED CONCRETE PIPE	CMP	CORRUGATED METAL PIPE	AE	ACCESS EASEMENT
CPP	CORRUGATED PLASTIC PIPE	PVC	NONMETALLIC (SCH) PIPE				

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN IN THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE		
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE		
SG	SWEET GUM TREE	PN	PINE TREE		
HK	HICKORY TREE	PM	PALM TREE		
CB	CHINABERRY TREE	HY	HOLLY		

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24)

FOR: COUNTY OF VOLUSIA

SCALE: 1"=200'

DIGITAL FILE: 21-0753.DWG
FIELD BOOK: 1499
PAGE(S): 12, 17, 18, 23

SHEET 3 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753		TJ	JH
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2601 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS DERIVED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER

TYPE OF SURVEY	DERIVED TO	DATE	JOB NUMBER
SECTION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT DERIVED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT
PLANTATION OAKES
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO.
21-0753

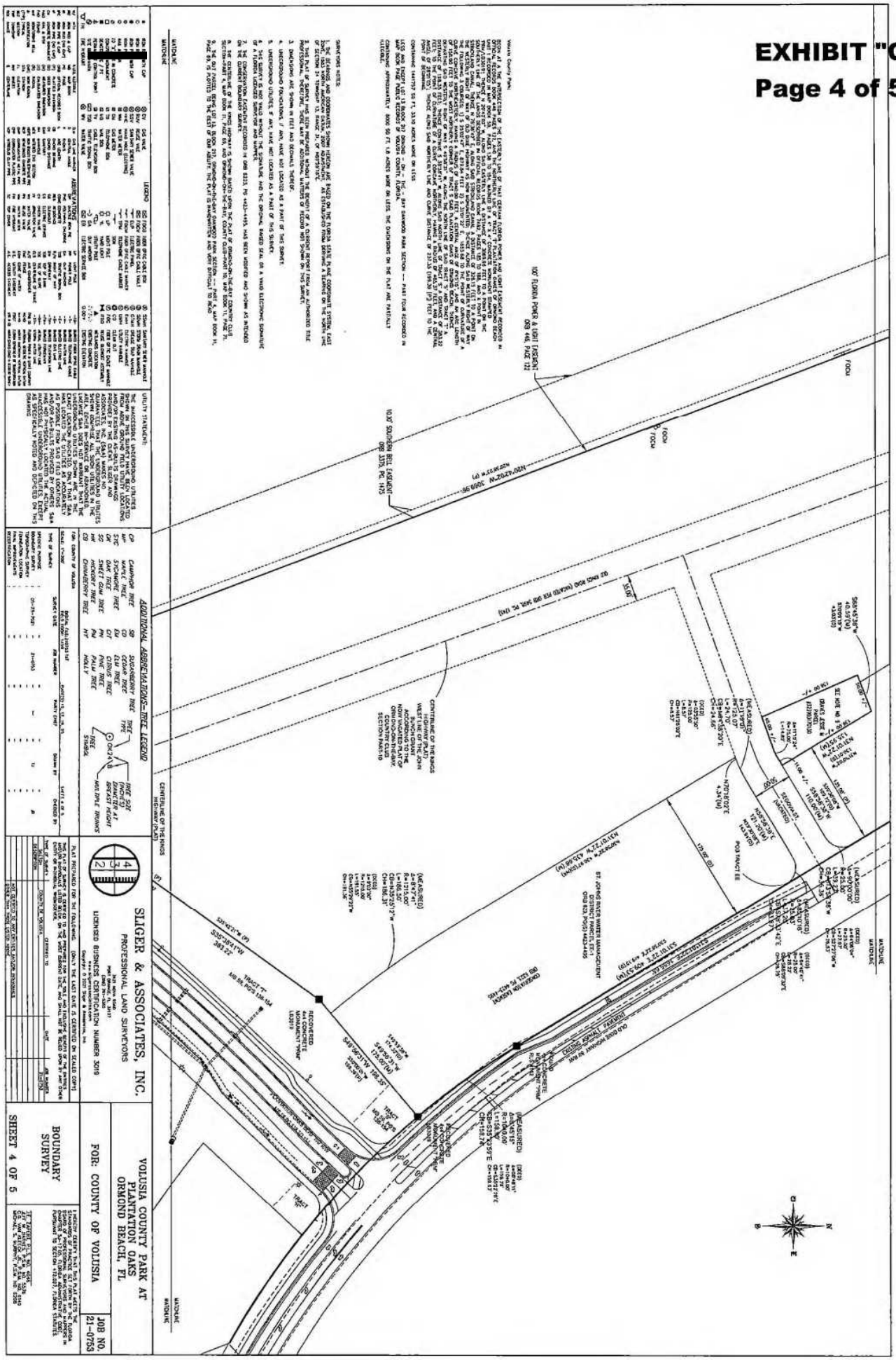
BOUNDARY
SURVEY

SHEET 3 OF 5

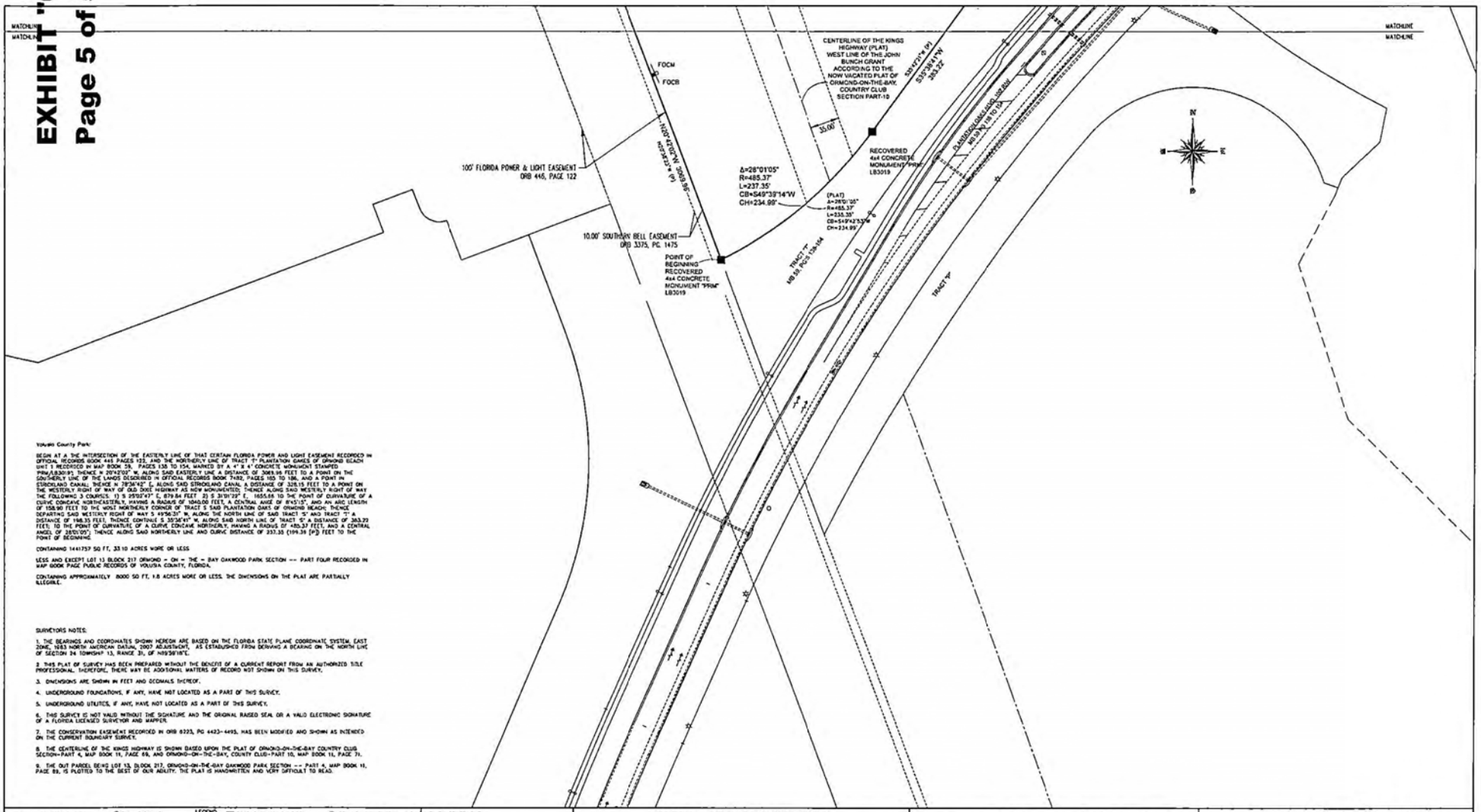
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JT. ZAPERT, P.L.S. NO. 4046
KEY W. SLINGER, P.S.M. NO. 5576
E.G. VAN KLEECK, JR., P.S.M. NO. 5149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "C"
Page 4 of 5



Instrument #2022140339 #30 Book:8268 Page:2927



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 445 PAGES 122, AND THE NORTHERLY LINE OF TRACT 'F' PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 28, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3019'; THENCE N 29°42'00" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 3093.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7432, PAGES 105 TO 136, AND A POINT IN STRICKLAND CANAL; THENCE N 79°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°05'47" E, 879.84 FEET 2) S 31°01'29" E, 1655.86 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT 'S' AND TRACT 'T' A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°36'41" W, ALONG SAID NORTH LINE OF TRACT 'S' A DISTANCE OF 353.22 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGEL OF 28°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.36 [P]) FEET TO THE POINT OF BEGINNING

CONTAINING 14417.57 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY .8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°58'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4493, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 19, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 16, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 88, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX
○	IRON ROD	RUV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT
●	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	CLP	ELECTRIC PANEL
○	IRON PIPE	HHC	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER
⊙	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER
⊡	(T) "X" CUT IN CONCRETE	GM	GAS METER		SIGN
□	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE
■	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT
△	PERMANENT CONTROL POINT	LV	CABLE TELEVISION BOX		UTILITY POLE
⊕	SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR
FH	FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX
				SSMH	SANITARY SEWER MANHOLE
				SDMH	STORM DRAIN MANHOLE
				GTMH	GREASE TRAP MANHOLE
				EMH	ELECTRIC MANHOLE
				UMH	UTILITY MANHOLE
				CO	CLEAN OUT
				FOC	FIBER OPTIC CABLE MANHOLE
				REUSE	REUSE BLOWOFF ASSEMBLY
					WETLANDS LOCATION
					EXISTING CONCRETE
				0.00'	EXISTING ELEVATION

ABBREVIATIONS

A/C	A/C	NAIL & WASHER		D.H.	GAS LINE MARKER	LP	LIGHT POLE	+FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	Δ	CENTRAL ANGLE	PP	POWER POLE	+TV-	BURIED TELEVISION CABLE
IR	IRON ROD (NO CAP)	PG	PAGE		TANGENT	PVC	POLYVINYL CHLORIDE	+W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	OPB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	+E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(T)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	+G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CB	CLEANOUT	DW	DRIVEWAY	+TH-	BURIED TELEPHONE LINE
NAIL	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	+FN-	BURIED FENCELINE
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	EV	ENTRY VALVE	TOE	TOE OF SLOPE	+OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	WELL	METERED WELL SECTION	IV	IRRIGATION VALVE	DLS	CENTERLINE OF SWALE	+ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	REPE	REINFORCED CONCRETE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPL/P	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	CON	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	C	CENTERLINE	VCP	VITREOUS CLAY PIPE	TD	TOP DIKE	A.E.	ACCESS EASEMENT	VE 16	WAVE ZONE (HEIGHT ≥ 3 FEET)

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE, S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — OK24 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL

FOR: COUNTY OF VOLUSIA

SCALE: 1"=200'

DIGITAL FILE: 210753.TXT
FIELD BOOK: 1459

PAGES: 12, 17, 18, 25

SHEET 5 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753	—	TJ	JB
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
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LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
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VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SCALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SHEET DESCRIPTION	COUNTY OF VOLUSIA		21-0753
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE		

BOUNDARY SURVEY

SHEET 5 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JT. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES, P.S.M. NO. 5576
C.D. VAN ALTOS JR., P.S.M. NO. 6149
MICHAEL L. MURPHY, P.S.M. NO. 6308

EXHIBIT "D"
Page 1 of 3

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request
03/30/2022
Revised 04/20/2022
Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI ±2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = ±2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
   a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
   b. Phase 2: 427 age-restricted manufactured homes on leased lots.
   c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
   d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
   e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
   f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
   g. 33.10-acre Volusia County Public Park.
   h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"

Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
   a. Conservation Easement
      I. Wetland 109.45 acres
      II. Upland 48.09 acres
      III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
   a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
   b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
   c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
   d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a $500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
   I. Phase 1: 18.68 acres
   II. Phase 2: 8.16 acres
   III. Phase 3: 10.05 acres
   IV. Phase 4: 6.43 acres
   V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"
Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

a. Phases 1, 3, 4: Single family dwellings on platted lots.
b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
d. Parks and recreational areas accessory to residential uses.
e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
f. Recreation vehicle and boat storage.

12. Development standards:

a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family (Phase 1, 3,4) 1,400 sf
   ii. Manufactured home (Phase 2) 1,200 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

Planning Board minutes from April 10, 2025

ITEM:

PZ-2025-137

Fountain View, Phase 1C Subdivision, Final Plat

Recommended for Approval: 6-0

Mr. Jorczak moved to approve the March 13, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VII. PUBLIC HEARINGS

A. PZ-2024-137, Final Plat, Fountain View, Phase 1C

Mr. Steven Spraker, Planning Director, explained the application for a final plat for Fountain View, Phase 1C subdivision, as part of the Plantation Oaks Planned Residential Development. He stated that the subdivision consists of 141 lots on 90.33 acres and further explained the subdivision process, starting with the zoning. The zoning was completed in 2002 with the Planned Development, approved with Ordinance 2022-16. The preliminary plat was approved with Resolution 2024-55. Mr. Spraker explained that the Final Plat is a legal document that allows the subdivision of land after the infrastructure improvements are constructed. He concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board for questions and entertained a motion.

Mr. Gentry motioned to approve PZ-2024-137, Final Plat, Fountain View, Phase 1C. Mr. Scudiero seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2025-138, Final Plat, Enclave Subdivision

Mr. Steven Spraker, Planning Director, explained the application for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres, located at 475 North Tymber Creek Road. Mr. Spraker reviewed the location map and the final plat document, adding that with the SR, Suburban Residential zoning, it requires a minimum of one acre lots and connection to water. He continued that the Preliminary Plat was approved with Resolution 2023-191 in 2023 and is under construction. Mr. Spraker explained the process in that now they are coming back with the Final Plat to subdivide the land after the infrastructure improvements are constructed. Mr. Spraker concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board, applicant, and any audience members for comments or questions, and entertained a motion.

Mr. Galloway motioned to approve PZ-2025-138, Final Plat, Enclave Subdivision. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-20

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "FOUNTAIN VIEW, PHASE 1C" SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; 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 an application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.

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 subdivision of land for a residential subdivision.

    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 subdivision of land for a residential subdivision. There are no charges or fees proposed.

    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 subdivision of land for a residential subdivision. There are no new fees proposed.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is subdivision of land for a residential subdivision.

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.)

    No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

June 3, 2025 - City Commission

Number: 10.A

Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	Repeal of Plastic Straws Ordinance		
Summary:	The purpose of this item is to provide the City Commission with an opportunity to further discuss repealing the Plastic Straws & Stirrers Ordinance No. 2019-22. During the February 18, 2025, City Commission Meeting, the idea of repealing the ordinance was raised. After a brief discussion, it was requested the City Commission have an opportunity to discuss further in order to provide staff direction. Background: On August 20, 2019, the City Commission approved Ordinance No. 2019-22 which banned plastic straws and stirrers on City property, encouraged restaurants and businesses to voluntarily stop using single-use plastic straws and stirrers, and launched a public awareness educational campaign.		
Financial Impact:	None		
Citizen Impact:	There is no expected impact on the citizens since the ordinance encouraged rather than mandated the discontinuation of single-use plastic straws and stirrers in local restaurants.		
Recommended Action (Staff, Advisory Board and/or Other):	It is requested the City Commission discuss whether there is a desire for staff to bring back an ordinance repealing Ordinance No. 2019-22.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. ORD NO 2019-22		

Approval:	Kelly McGuire, Finance Director	5/20/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	5/27/2025
	Joyce Shanahan, City Manager	5/29/2025

ORDINANCE NO. 2019-22

AN ORDINANCE AMENDING CHAPTER 11, HEALTH AND SANITATION OF THE *CODE OF ORDINANCES*; BY ESTABLISHING A NEW CHAPTER TO BE CAPTIONED HEALTH, SANITATION, AND ENVIRONMENTAL PROTECTION; BY ESTABLISHING ARTICLE II, ENVIRONMENTAL PROTECTION, INCLUDING SECTIONS THEREUNDER TO BE NUMBERED AND CAPTIONED AS FOLLOWS: SECTION 11-14, AUTHORITY, LEGISLATIVE INTENT, PURPOSE; SECTION 11-15, DEFINITIONS; SECTION 11-16, DISTRIBUTION AND USE OF PLASTIC STRAWS AND STIRRERS PROHIBITED ON CITY OWNED PROPERTY; SECTION 11-17, EXEMPTIONS; SECTION 11-18, DISTRIBUTION AND USE OF PLASTIC STRAWS AND STIRRERS IN RESTAURANTS; SECTION 11-19, PUBLIC EDUCATION PROGRAM, VOLUNTARY COMPLIANCE INITIATIVE; BY PROHIBITING THE DISTRIBUTION AND USE OF PLASTIC STRAWS AND STIRRERS ON CITY PROPERTY; ENCOURAGING ALL PEOPLE, RESTAURANTS AND COMMERCIAL ESTABLISHMENTS TO DISCONTINUE THE USE OF SINGLE-USE PLASTIC STRAWS AND SINGLE-USE PLASTIC STIRRERS TO THE PRACTICABLE EXTENT POSSIBLE; ESTABLISHING A PUBLIC EDUCATION AND PUBLIC AWARENESS PROGRAM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach is a coastal community that is nestled adjacent to the Atlantic Ocean and has within its municipal boundaries several natural waterways, waterbodies, and tributaries including but not necessarily limited to the Halifax River (an intrastate waterway), Tomoka River (including the Tomoka basin area), Thompson Creek, Strickland Creek, and Central Park lakes; and

WHEREAS, the city is a nationally recognized Tree City U.S.A. community that is surrounded by an abundance of natural flora and fauna that exists in various areas including

Tomoka State Park, John's Island, Three Chimneys property, the "Loop", and Central Park Environmental Learning Center; and

WHEREAS, the city's vast natural environment is home to a variety of species and subspecies of birds, animals, mammals, fish, amphibians, and other non-human creatures, including without limitation, but not necessarily limited to, manatee, dolphin, alligator, turtle, otter, fox, coyote, deer, panther, squirrel, raccoon, possum, boar, turkey, eagle, osprey, heron, egret, owl, humming bird, lizards, and snakes; and

WHEREAS, the city commission is committed to environmental protection and stewardship, and hereby finds that it is in the best interest, safety and welfare of its residents and visitors to the city to reduce litter and pollutants on the lands, beaches, and surrounding waters in order to protect the wildlife, the environment, and the natural beauty of the city, and to enhance the quality of life for residents and visitors; and

WHEREAS, the city commission finds that discarded single-use plastic straws and stirrers are neither readily recyclable nor quickly and efficiently biodegradable, the adverse effects of which could cause health and environmental risks to marine life, wildlife, natural lands and waterways, and the quality of life of the city's residents and visitors; and

WHEREAS, the city commission finds that there are reasonable environmentally friendly alternatives to single-use plastic straws and single-use plastic stirrers, including but not limited to, straws and stirrers made of paper, plant, vegetable and other natural products; and

WHEREAS, the city commission is aware that commercial establishments throughout the state of Florida and nation have announced plans to voluntarily discontinue the use of plastic straws and plastic stirrers in their establishments; and

WHEREAS, the city commission is aware that several municipalities throughout the state of Florida and nation have adopted regulations prohibiting the use of these products; have adopted programs to educate their residents regarding the harmful effects that these products cause; and have adopted initiatives to encourage all people and commercial establishments to discontinue the use of these products; and

WHEREAS, the city commission is committed to public education programs and resident engagement, as was demonstrated by the city's award winning 2018 "The OB Life" program, and the city commission believes this and similar programs can help educate the community regarding the harmful environmental impacts of single-use plastic straws and single-use plastic stirrers; and

WHEREAS, the city commission encourages all people and commercial establishments to fully and completely discontinue the use of single-use plastic straws and single-use plastic stirrers, to the practicable extent possible; and

WHEREAS, the city commission hereby determines that the adoption of this ordinance will protect wildlife and the natural environment, and will promote the health, safety, and welfare of residents and visitors to the city of Ormond Beach; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Chapter 11, Health and Sanitation, of the City of Ormond Beach, *Code of Ordinances*, is hereby amended by amending the title thereto, by adding article II and the sections thereunder, which shall read as follows:

Chapter 11

HEALTH ~~AND,~~ SANITATION<u>, AND ENVIRONMENTAL PROTECTION</u>

ARTICLE II. ~~Reserved.~~ ENVIRONMENTAL PROTECTION

Sec. 11-14. – Authority; legislative intent; purpose.

(a) Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, authorizes municipalities to exercise broad home rule powers, and authorizes a local legislative body to enact legislation regarding any subject matter upon which the state legislature may act, except where prohibited by law. The Ormond Beach city commission has determined that single-use plastic straws and single-use plastic stirrers are neither readily recyclable nor quickly and efficiently biodegradable, the adverse effects of which could cause health and environmental risks to marine life, wildlife, natural lands and waterways, and the quality of life of Ormond Beach residents and visitors.

(b) The city of Ormond Beach is a coastal community adjacent to the Atlantic Ocean and has within its municipal boundaries several natural waterways, waterbodies, and tributaries including but not limited to the Halifax River (intrastate waterway), Tomoka River (including the Tomoka basin area), Thompson Creek, Strickland Creek, and Central Park lakes; and the city is a nationally recognized Tree City U.S.A. community that is surrounded by an abundance of natural flora and fauna growing in, including but not limited to, Tomoka State Park John's Island property, Three Chimneys property, the "Loop", and Central Park Environmental Learning Center. The city's vast natural environment is home to a variety of species and subspecies of birds, animals, mammals, fish, amphibians, and other non-human creatures, including, but not limited to, manatee, dolphin, alligator, turtle, otter, fox, coyote, deer, panther, squirrel, raccoon, possum, boar, turkey, eagle, osprey, heron, egret, owl, humming bird, lizards, and snakes.

(c) The city commission is committed to environmental protection and stewardship, to enhancing the quality of life of residents and visitors, and is committed to lead in the promotion of public education initiatives that accomplish those purposes. The city commission has determined that there are reasonable environmentally friendly alternatives to single-use plastic straws and single-use plastic stirrers, including but not limited to straws and stirrers that are made of paper, plant, vegetable and other natural material.

(d) The city commission has determined that the regulations established in this article serve a valid public purpose.

Sec. 11-15. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City contractor means any person or entity including but not limited to any contractor, vendor, or concessionaire that has entered into a contract with the city; any lessee or operator of a city facility or city property; and any sponsor, licensee or permittee of an event or special event to be held on city property.

City property includes but is not limited to any land, building, structure, facility, park, road, street, right-of-way, or easement that is owned, operated or maintained by the city.

Distribution or to distribute means the vending, sale, giving, or delivering a single-use plastic straw or single-use plastic stirrer as defined herein.

Restaurant means a Type A, B, C or D establishment as defined in section 1-22 of the city's Land Development Code where prepared foods, including beverages and confections, are served to customers. The term does not include catering services or food truck services.

Single-use plastic beverage straw means a tube, intended for only one-time use that is made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. Single-use plastic beverage straw includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer means a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks), but does not include stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

Special event permittee means any person or entity that is issued a permit by the city for the purpose of holding a special event on city property.

Sec. 11-16. Distribution and use of plastic straws and stirrers prohibited on city property.

(a) The use of single-use plastic straws and single-use plastic stirrers by a city contractor is prohibited on city owned property and in city owned facilities.

(b) The provisions of this section shall be incorporated into all contracts, leases, agreements, and concessions between the city and a city contractor, and shall apply to all permits that are issued for special events that are to be held on city owned property or in a city owned facility.

Sec. 11-17. Exemptions.

(a) The prohibition in section 11-16 of this article shall not restrict a city contractor or special event permittee from providing a beverage with a single-use plastic straw upon the request of a person with a disability or medical condition that necessitates the use

of a single-use plastic straw. Any person who makes such request shall not be required to disclose the nature of the disability or medical condition.

(b) The prohibition in section 11-16 shall not apply to pre-packaged drinks with plastic straws that have been attached to or sealed with the beverage container or packaging material prior to its receipt by a city contractor or special event permittee.

(c) The prohibition in section 11-16 shall not apply to any city contract, lease, agreement, concession, or special event permit entered into prior to October 1, 2019, unless the city contractor or permittee voluntarily agrees thereto.

(d) Use during a locally declared emergency.

Sec. 11-18. Distribution and use of single-use plastic straws and stirrers in restaurants.

Restaurants located within the municipal limits of the city are encouraged to discontinue the use of single-use plastic straws and stirrers after March 1, 2020 to the practicable extent possible, except for:

(a) Use by a person with a disability or medical condition that necessitates the use of a single-use plastic straw. Any person who makes such request shall not be required to disclose the nature of the disability or medical condition; or

(b) Use during a locally declared emergency.

Sec. 11-19. Public education program; voluntary compliance initiative.

(a) The Ormond Beach city commission encourages all commercial establishments, and all residents and visitors to the city, and all public agencies that own land and operate public facilities in the city, to discontinue the use of single-use plastic straws and single-use plastic stirrers, and to fully and completely eliminate the use of such items by Earth Day, April 22, 2021.

(b) All commercial establishments are encouraged to make available for use by customers straws made of paper or other biodegradable material, and to only provide such straws upon a customer's specific request.

(c) All residents and visitors to the city are encouraged to utilize straws that are made of paper or other biodegradable material, or to use personal reusable metal or glass straws.

(d) The city manager, and designees, are hereby directed to establish and implement an educational program to inform all commercial establishments, residents and visitors

to the city of the vital importance of eliminating the use of single-use plastic straws and single-use plastic stirrers to reduce harmful environmental impacts on marine life, wildlife, local waters, and the quality of life of residents.

(e) The city commission shall consider the effectiveness of the educational program and the voluntary compliance initiative no later than six months before Earth Day, April 22, 2021. The city commission may at any time adopt additional measures as the city commission deems appropriate.

SECTION TWO. Any section, paragraph, sentence, clause and phrase of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

PASSED UPON at the first reading of the City Commission, this 20th day of August, 2019.

PASSED UPON at the second and final reading of the City Commission, this 18th day of September, 2019.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk