



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

October 21, 2025, 7:00 PM

*Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4*

Agenda

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

- A. Hispanic Heritage Month
- B. Red Ribbon Week - Volusia Young Marines
- C. Florida City Week

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

6. APPROVAL OF MINUTES

- A. Minutes from City Commission meeting - October 8, 2025

7. CONSENT AGENDA

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

- A. Ormond Beach Housing Authority Appointment

RESOLUTION NO. 2025-160: A RESOLUTION REAPPOINTING HILDEGARDE POSTELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

- B. RFP Award - Water Well Assessment and Rehabilitation Services

RESOLUTION NO. 2025-161: A RESOLUTION ACCEPTING THE PROPOSAL OF THOMPSON WELL & PUMP, INC. FOR WATER WELL ASSESSMENT AND REHABILITATION SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2025-38; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- C. PACE Center for Girls, Inc., Lease Agreement

RESOLUTION NO. 2025-163: A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE PACE CENTER FOR GIRLS, INC.; SETTING FORTH AN EFFECTIVE DATE.

- D. Yellowstone CPI Rate Adjustment, Athletic Fields

RESOLUTION NO. 2025-164: A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR FIELD MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

- E. Yellowstone CPI Rate Adjustment, Grounds Maintenance

RESOLUTION NO. 2025-165: A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE GROUNDS MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

- F. **Disposition Item:** RFP - Tow Related Services

- G. **Disposition Item:** RFP - Ormond Beach Facilities Access Control

- H. **Disposition Item:** City Manager's Monthly Report, October 2025

8. PUBLIC HEARINGS

- A. Seward Johnson 2026 Sculpture Tour, Downtown Public Art

RESOLUTION NO. 2025-166: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, PROVIDING CONSENT TO ORMOND BEACH ARTS DISTRICT, INC., FOR THE PUBLIC DISPLAY OF SEWARD JOHNSON SCULPTURES WITHIN THE DOWNTOWN OVERLAY DISTRICT; PROVIDING FOR CONDITIONS; PROVIDING FOR THE EXECUTION OF A HOLD HARMLESS AND INDEMNITY AGREEMENT IN FAVOR OF THE CITY; AND SETTING FORTH AN EFFECTIVE DATE.

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

October 8, 2025, 7:00 PM

*Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4*

Minutes

1. **CALL TO ORDER**

Mayor Leslie called the meeting to order at 07:00 PM.

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

2. **INVOCATION**

Reverend Dr. Emmanuel Swift, Historic New Bethel AME Church, provided the invocation.

3. **PLEDGE OF ALLEGIANCE**

Mayor Leslie led the Pledge of Allegiance.

4. **PRESENTATIONS AND PROCLAMATIONS**

A. Manufacturing Month

Mayor Leslie presented a proclamation to the Volusia Manufacturers Association representatives and Economic Development Director Brian Rademacher. He proclaimed October as Manufacturing Month and encouraged the recognition of local manufacturers.

B. Domestic Violence Awareness Month

Mayor Leslie presented a proclamation to the Ormond Beach Victim Advocate Courtney Fraine and members of the Domestic Abuse Council. He proclaimed October as Domestic Violence Awareness Month and encouraged residents to work together to end domestic violence within the community.

C. Fire Prevention Week

Mayor Leslie presented a proclamation to the Ormond Beach Fire Department. He proclaimed October 5, 2025 through October 11, 2025, as Fire Prevention Week and encouraged residents to help raise awareness on the safety of lithium-ion batteries.

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

Mr. David Siegel, 928 Buena Vista Boulevard, expressed concerns regarding the permitting and inspection process within the city.

Ms. Anni Suadi, 147 Ocean Terrace, advocated for her son Lance, voicing concerns of a Parks and Recreation pilot job program and the inclusive exercise class she ran ending. She discussed inclusion for the special needs residents. She asked the City Commission give Lance his job back and resume her inclusive class by vote.

Ms. Jennifer Bright, 221 Arlington Way, discussed the importance of the special needs programs. She proposed reallocating funds to cover any financial needs for the programs.

Ms. Valerie Stella, 1525 Oak Forest Drive, requested the Commission consider restarting the pilot program to allow Lance to work for the city. She reviewed highlights of the inclusive class ran by Ms. Suadi.

Mr. John Stella, 1525 Oak Forest Drive, voiced support of Lance and desire to reestablish Ms. Suadi's class.

Ms. Coleen McMahon, 45 Carrolwood Circle, discussed fiscal responsibility and reallocating funds for the special needs population. She highlighted the classes and community of those who participated at the Nova Recreation Center.

Ms. Joanna Grasso, 572 Andrews Street, stated she was a retired special education teacher. She explained she was a volunteer for Ms. Suadi's class, questioning why the volunteer class and program were cut. She requested the pilot program and volunteer-led class be reinstated.

Mr. Robert Suadi, 147 Ocean Terrace, stated he was speaking on behalf of Kaden Smith. He discussed the importance of work and volunteer work for people with disabilities.

Mr. Chris Bonn, 112 Lakeside Circle, Sanford, 32773, stated he was the job coach for Lance and discussed his work history. He reviewed Lance's work history and needs if he were to continue. He expressed support of the volunteer work and employment of those with special needs.

Mr. Doug Thomas, 132 River Bluff Drive, expressed concerns with the tone of the conversations had on the special needs population topics. He voiced support of City Manager, Joyce Shanahan, and wished Lance luck.

Ms. Julia Hood, 1609 Woodacres Court, Port Orange, 32128, reviewed her history with Lance and Ms. Suadi and their impact within the school system. She requested the Commission reconsider the pilot program and volunteer class.

Ms. Katherine Henry, no address provided, stated she had safety concerns regarding the corner of North Halifax Drive and East Granada Boulevard. She reviewed her background with disabled youth. She expressed concerns with the budget and property taxes. She stated no citizen was entitled to government employment or free specialized activities at taxpayers' expense. She voiced support of local companies providing employment for special needs residents, volunteering to assist as needed.

Mr. Anthony Conforti, 100 East Granada Boulevard, requested a re-hearing of Ordinance No. 2025-26, regarding a Land Development Code amendment to allow for a private tattoo studio that failed on its second reading at the September 3, 2025, City Commission meeting. He noted his support for Lance.

Mr. Robert Carolin, Parks and Recreation director, reviewed all the special needs programming offered by the city and the awards those programs received.

Mayor Leslie inquired if the city worked with Vocational Rehabilitation; whereby, Mr. Carolin stated that was correct and it was a three-month program through the Department of Education, providing further details on the program. Mr. Carolin noted it was not employment through the City of Ormond Beach.

Mayor Leslie stated there was no pilot program; whereby, Mr. Carolin stated that was accurate. Mayor Leslie stated the city facility was offered for onsite training; whereby, Mr. Carolin stated that was correct.

Commissioner Tolland noted the Special Olympics the city participated in. She inquired if Lance required supervision in his daily tasks; whereby, Mr. Bonn and Mr. Carolin agreed.

Commissioner Sargent explained the city also lobbied for funding the Miracle Field to support the special needs population.

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - September 17, 2025

Mayor Leslie advised the minutes from the September 17, 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 September 17, 2025, City Commission meeting minutes.

Motion passed by voice vote.

7. COMMUNITY REDEVELOPMENT AGENCY

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

Mayor Leslie recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 8:01 p.m.

City Clerk Susan C. Dauderis read by title only:

A. Ormond MainStreet Fiscal Year 2025-26 Funding Agreement (SEE ITEM 8A)

RESOLUTION NO. 2025-149: 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.

Commissioner Briley moved, seconded by Commissioner Sargent, for recommendation of Resolution No. 2025-149, as read by title only.

Commissioner Briley thanked Ormond Beach MainStreet (MainStreet) for their work in the community.

Commissioner Sargent noted the increase and his communication with the MainStreet Executive Director, stating his support.

Commissioner Tolland and Mayor Leslie expressed support of MainStreet.

The motion passed by voice vote.

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 moved, seconded by Commissioner Briley, for approval of the Consent Agenda.

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

A. Ormond MainStreet Fiscal Year 2025-26 Funding Agreement

RESOLUTION NO. 2025-149: 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.

B. Work Authorization - Sanchez Park Fishing Pier Replacement

RESOLUTION NO. 2025-150: A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE SANCHEZ FISHING PIER REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

C. Sole Source - Rotork Actuators and Components, Fluid Control Specialists, Inc.

RESOLUTION NO. 2025-151: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK PRODUCTS AND REPAIR SERVICES FROM FLUID CONTROL SPECIALTIES, INC. ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

- D. Sole Source - Neptune Water Meters, Ferguson Water Works

RESOLUTION NO. 2025-152: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS AND PARTS FROM FERGUSON WATERWORKS ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

- E. Sole Source - Pretreatment Effluent Pumping Tanks, Alpha General Services, Inc.

RESOLUTION NO. 2025-153: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

- F. Sole Source - Flygt Pumps, Xylem, Inc.

RESOLUTION NO. 2025-154: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

- G. RFP Award - Fire Hydrant Maintenance and Repair

RESOLUTION NO. 2025-155: A RESOLUTION ACCEPTING A PROPOSAL FROM HYDROMAX USA, LLC FOR FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES UNDER RFP NO. 2025-27; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- H. Acceptance of Proposal by Metz, Husband & Daughton, P.A., Legislative Lobbying Services

RESOLUTION NO. 2025-156: A RESOLUTION ACCEPTING THE PROPOSAL OF METZ, HUSBAND & DAUGHTON, P.A., REGARDING LEGISLATIVE LOBBYING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

- I. Auto Renewal - Utility Chemicals

RESOLUTION NO. 2025-157: A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE PRODUCER PRICE INDEX PURSUANT TO AGREEMENTS WITH VARIOUS CHEMICAL SUPPLIERS FOR PROVISION OF CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS UNDER BID 2024-01; AND SETTING FORTH AN EFFECTIVE DATE.

J. Request to Purchase - 14 Police Interceptor Vehicles

RESOLUTION NO. 2025-159: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF FOURTEEN 2025 FORD POLICE INTERCEPTOR VEHICLES, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

K. **Disposition Item:** Intent To Bid - Emergency Lighting For Patrol Vehicles

L. **Disposition Item:** Seabreeze Baseball Booster Club Proposal For Scoreboard Upgrade At Wendelstedt Field 1

M. **Disposition Item:** Efficiency Audit (Self DOGE)

Commissioner Sargent expressed support of Item 8M regarding the Efficiency Audit (Self DOGE) and the corresponding November 4, 2025, workshop.

9. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Shanahan provided details on upcoming meetings, workshops, events, and updates on city projects.

Commissioner Tolland inquired when citizen input should be provided to staff; whereby, Ms. Shanahan stated it would be beneficial for staff to receive clear guidance on how the Commission wished to proceed before hearing public input.

Commissioner Briley updated the Commissioners on a date change to the upcoming Realty Pro event.

Commissioner Tolland discussed the importance of Breast Cancer Awareness Month and appreciation of the manufacturers. She explained it was not the role of government to provide employment and training for individuals and highlighted the support the city offered for the special needs population. She listed other special needs resources available within the community. She provided updates and statistics from the Opioid Abatement Funding Advisory Board meeting she attended.

Commissioner Sargent stated he was reappointed to the Federal Action Strike Team (FAST) Committee with the League of Cities and was appointed to the Development Code Compliance and Redevelopment Committee with the Florida League of Cities. He expressed frustration with the flight schools at the Ormond Municipal Airport, noting more communication was needed regarding the noise concerns. He highlighted an article on the Light the Way organization noting Commissioner Deaton's contributions to the organization. He urged residents to reach out to friends and family to check on their wellbeing.

Commissioner Deaton discussed Light the Way, highlighting how she joined and what they do. She provided information on the property taxes and home values, other entities on the tax bill, and home assessments. She thanked Police Captain Chris Roos for his assistance with the homeless camp on Granada Boulevard and provided updates on the transient issues within the community.

Mayor Leslie thanked all the residents who came to the meeting to speak on behalf of

the special needs community. He highlighted the programs offered by the city and the conversation he had with Mr. Bonn. He discussed meetings and events he attended.

North Halifax Drive and East Granada Boulevard Intersection

Mr. Shawn Finley stated Ms. Henry could wait until after the meeting for him to provide information on the North Halifax Drive and East Granada Boulevard intersection.

Commissioner Briley expressed concerns regarding the intersection and turn lanes.

Mr. Finley provided updates from the contractor and Florida Department of Transportation (FDOT). He stated city staff would continue to convey all concerns to FDOT.

Commissioner Deaton voiced concerns with a raised curb at the intersection; whereby, Mr. Finley stated he would relay the concern.

Commissioner Sargent stated he received many calls from residents regarding the intersection. He discussed the new pedestrian hybrid beacons installed along Granada Boulevard, reviewing the meaning of each light sequence and requested education be pushed to the public via social media. He reviewed other FDOT projects and public meetings.

10. ADJOURNMENT

Mayor Leslie adjourned the meeting at 8:30 PM.

APPROVED: October 21, 2025

BY:

Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.A.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Ormond Beach Housing Authority Appointment		
Recommended Action	Approval is recommended for the resolution reappointing Hildegard Postell as a commissioner to the Ormond Beach Housing Authority.		
Strategic Goal	Governance - Other		
Department Staff Contact	Support Services Susan Dauderis, City Clerk		

Summary

Per Florida Statute, the Mayor appoints the 5 Housing Authority commissioners with the approval of the City Commission. Mayor Leslie is reappointing Ms. Postell for another term which would expire November 3, 2029. Ms. Postell was originally appointed to the board in 2009 and has been reappointed for subsequent four-year terms. Her current term is set to expire on November 3, 2025. The Mayor is the only person who can make nominations to the housing authority and the Mayor is only required to present one nominee.

The Housing Authority is governed by Chapter 421, Florida Statutes. It was established to provide public housing for individuals with low incomes at affordable rental rates. The Authority leases and operates the housing project at 100 New Britain Avenue, as well as other low-income rentals within the City. Its responsibilities include overseeing repairs and rental rates, investigating living conditions, and studying issues related to public housing.

The Housing Authority must have at least one commissioner who is a resident of one of the housing projects and is current in rent, or a person of very low income who receives rent subsidy and lives within the Authority's jurisdiction. Another member fulfills this requirement.

Financial Impact

None

Citizen Impact

This reappointment will serve to allow the Ormond Beach Housing Authority to continue to fulfill its mission of serving the housing needs of low-income citizens in the community.

Attachments

1. 25-160 Housing Authority appt

RESOLUTION NO. 2025-160

A RESOLUTION REAPPOINTING HILDEGARDE POSTELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the term of Hildegard Postell as commissioner for the Ormond Beach Housing Authority expires on November 3, 2025, and

WHEREAS, pursuant to section 421.05, *Florida Statutes*, the Mayor, with the approval of the City Commission, appoints members to serve on the Ormond Beach Housing Authority, and

WHEREAS, the Mayor desires to reappoint Hildegard Postell to serve on the Ormond Beach Housing Authority, and

WHEREAS, the City Commission concurs with the appointment of said person to the Ormond Beach Housing Authority; now therefore,

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

SECTION ONE. Hildegard Postell is hereby reappointed to serve as commissioner of the Ormond Beach Housing Authority for a four (4) year term ending November 3, 2029.

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

SECTION THREE. The said appointee shall serve in accordance with Resolution 80-135, Chapter 421, *Florida Statutes*, and all other applicable law.

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

APPROVED AND AUTHENTICATED this 21st day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.B.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	RFP Award - Water Well Assessment and Rehabilitation Services		
Recommended Action	Staff recommends approval of a contract with Thompson Well & Pump, Inc. for services pertaining to Water Well Assessment and Rehabilitation Services, RFP No. 2025-38.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This item is a request to award a contract to Thompson Well & Pump, Inc. for services pertaining to the Water Well Assessment and Rehabilitation Services, RFP Number 2025-38.

In order to provide the City's water treatment plant with an adequate supply of raw water, the City's raw water wells need to be maintained on a regular basis. The City currently has 42 raw water wells permitted through the Saint Johns River Water Management District. Maintenance activities for any raw water well may include, but are not limited to, rehabilitating motor and electrical systems, replacement of items damaged by logging, video logging of the well's casing, and replacement of any damaged casing components.

RFP No. 2025-38, was advertised on Demandstar on July 27, 2025. The City received and opened proposals on August 27, 2025; 2 proposals were received from Thompson Well and Pump, Inc. and Layne Christensen Company.

The City's evaluation committee met on September 10, 2025 and rated the proposals on the following: 1) Technical Qualifications, 2) Experience, 3) Capability and Past Performance, 4) Location, and 5) Pricing. The highest overall rated proposal was submitted by Thompson Well & Pump, Inc. (265 of 300 total points).

Thompson Well & Pump has been utilized by the City for well rehabilitation efforts on several occasions in recent years and has extensive experience with the City's raw water wells. Repairs under this contract will be charged on a time and materials basis; in FY 2024 - 2025, ten purchase

orders were issued for well repairs. These repairs totaled \$116,873.00 with an average repair costing approximately \$11,500. It is anticipated that a similar number of repairs would occur during the upcoming year.

Financial Impact

These services are accounted for in Fund 409 - Water and Wastewater Renewal and Replacement. Approximately \$117K was spent on these services in FY 2024-25.

Citizen Impact

Regular maintenance and upkeep of the City's raw water wells is essential in providing reliable drinking water service to the City's utility customers.

Attachments

1. 25-161 Water Well Assessment As Needed Svcs Thompson Well (P25-0137G)
2. Thompson Well & Pump Agr
3. Thompson
4. RFP 2025-38 signed score summary

RESOLUTION NO. 2025-161

A RESOLUTION ACCEPTING THE PROPOSAL OF THOMPSON WELL & PUMP, INC. FOR WATER WELL ASSESSMENT AND REHABILITATION SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2025-38; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2025-38) for water well assessment and rehabilitation services on an as needed basis relative to water production wells throughout the City (“the Project”), and

WHEREAS, the City's professional staff have reviewed the proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Thompson Well & Pump, Inc. to provide services for the Project at the prices set forth on the attached agreement, a copy of the proposal being incorporated in the agreement which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that money for the project, not to exceed \$150,000.00 annually, has been appropriated to the Water & Wastewater Operating Fund (409) and that said funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an agreement with Thompson Well & Pump, Inc. to provide water well assessment and

rehabilitation services on an as needed basis and to pay the costs therefore from the Water & Wastewater Operating Fund.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with Thompson Well & Pump, Inc.

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

APPROVED AND AUTHENTICATED this 21st day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Thompson Well & Pump, Inc.** ("Contractor"), 219 S. Spring Garden Avenue, DeLand, FL 32720, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ("Water Well Assessment and Rehabilitation Services", RFP 2025-38) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days' notice of their intent not to renew.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Thompson Well & Pump, Inc.
Jerry E. Thompson, Jr., President
219 S. Spring Garden Avenue
P.O. Box 371
DeLand, FL 32721

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than 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.

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

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

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

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

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

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

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
JASON LESLIE
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2025.

Witnesses:

THOMPSON WELL & PUMP, INC.

Print Name: _____

By: _____
Print Name: _____

Title: _____

Print Name: _____

Attest: _____
Print Name: _____

Title: _____



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: WATER WELL ASSESSMENT AND REHABILITATION SERVICES

RFP NUMBER: 2025-38

RFP OPENING DATE & TIME: August 27, 2025 at 2:00 pm

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

PRE-PROPOSAL MEETING DATE & TIME: None

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: Thompson Well & Pump, Inc.

PROPOSER'S MAILING ADDRESS: P.O. Box 371

CITY-STATE-ZIP: DeLand, FL 32721-0371

F.E.I.N.: 59-3611448

PHONE NUMBER: (386) 740-0180

EMAIL: thompsonwell@bellsouth.net

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

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

X

Jerry E. Thompson, Jr.
AUTHORIZED SIGNATURE (MANUAL)

Jerry E. Thompson, Jr.

NAME (TYPED)

President

TITLE

August 27, 2025

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

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

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2024 included 23,788 active water accounts, of which 16,972 were located within the City limits. Records indicate there were 18,027 active sewer accounts, of which 17,451 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **WATER WELL ASSESSMENT AND REHABILITATION SERVICES** on an "as needed" basis.

In order to meet the required raw water demands, the City presently utilizes thirty-nine (39) water production wells and is currently in the process of constructing three (3) new wells in the Hudson wellfield region. Details of individual wells are provided later within this same section. Bidders should be aware that the City's current inventory of well pumps includes multiple suppliers including Gould Water Technology Submersible Pumps (A Xylem Brand), Peabody Floway Vertical Turbine Submersible Pumps, and Grundfos Pumps.

To provide vendors with a better understanding of the City's water well network, an excerpt from the recently completed *Western Service Area Master Plan Update* (February 2020) completed by Mead & Hunt, is provided. The excerpt entitled "Existing Raw Water Infrastructure," is broken into three parts. In Part 1, Existing Wellfield Summary, a paragraph describes the City's four wellfields. Thereafter, in table format, all wells are listed with relevant details including: the ID number, the casing diameter the casing depth, the well total depth, pump capacity, drilling date, and status. In Part 2, Existing Wellfield Water Quality, a paragraph description provides an overview of the water quality followed by a table providing chloride levels measured at specific well sites from 2015 through 2019. Lastly, Figure 2-1 Primary Water Components, graphically depicts the locations of the wells relative to major roadways.

Existing Raw Water Infrastructure

1) Existing Wellfield Summary

The City provides potable water service to residential, retail, and commercial customers throughout their service area. The City currently has approximately 56,000 potable water customers. The City currently obtains its water supply to serve these customers from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, there are currently 33 active primary and secondary groundwater production wells drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region, but these BAT wells are currently only being utilized for reclaimed augmentation purposes. **Table 2-1** below summarizes current information regarding all of the City's wellfields with their corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included within **Table 2-1**.

Table 2-1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D/10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Inactive
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total GPM						2,980		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total GPM						475		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H/34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	160	TBD	Proposed
Existing Hudson WF Total GPM						1,537		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF Total GPM						4,000		
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total GPM						700		
Maximum Production GPM (All Wellfields)						9,692		

Utilizing the maximum production GPM value calculated within **Table 2-1**, the City can theoretically withdrawal 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). Removing the BAT reclaimed augmentations wells from the equation, however, results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. **Figure 2-1** shows the geographic location of all wells throughout the City's service area.

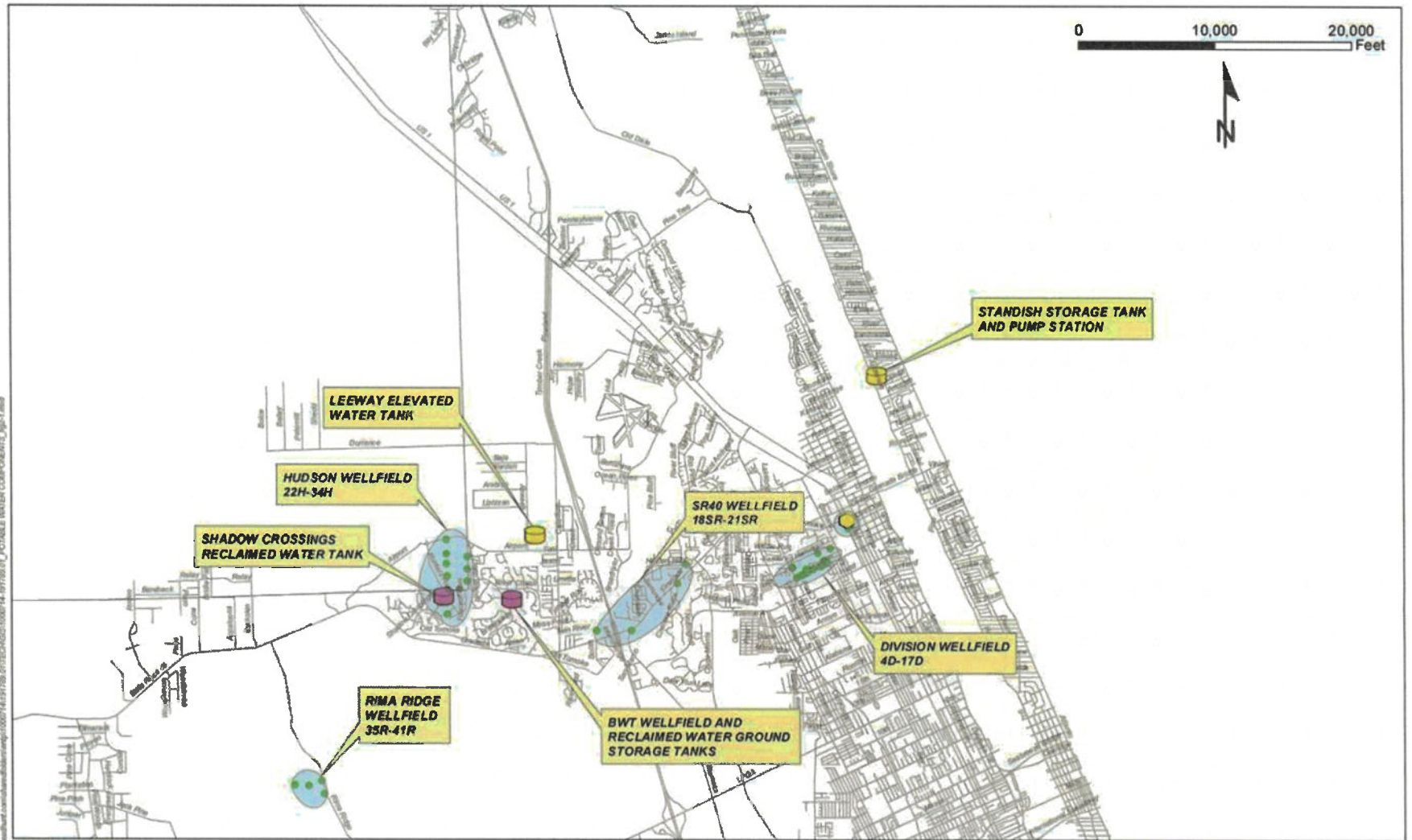
2) Existing Wellfield Water Quality

The primary water quality concern for the City's existing wellfields are chloride levels. **Table 2-2** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded at this time. Typical chloride levels are a concern and considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D all have experienced 'high' levels of chlorides within the past few years. Having chloride levels that exceed 250 mg/L is not a critical concern due to the City having a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the City should moderate usage of the aforementioned wells that have experienced high chlorides levels to the maximum extent allowable within their CUP limits.

Wells numbered 18SR and 20SR are noted as being offline and in need of repairs or relocation. The City should plan to reestablish these wells in the near future. Having these wells back online would aid the City with raw water supply capacity, wellfield rotation, and would likely help in lowering the measured chloride levels.

Table 2-2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6



CITY OF ORMOND BEACH
WESTERN SERVICE AREA
MASTER PLAN UPDATE
Figure 2-1 PRIMARY WATER COMPONENTS



II. SCOPE OF SERVICES

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for services as described below, consisting of Initial Well Assessments, Rehabilitation and Repair Services, Emergency Services, and General Services. Completion of a separate FEE SCHEDULE with Tasks 1 through 3 (included with these documents) is a required submittal of the bid proposal.

1. Initial Well Assessment (Task 1 of the FEE SCHEDULE)

The Contractor shall be responsible to conduct an initial assessment of each well as assigned by an authorized City representative. Each assessment shall consist of a physical inspection of each well to include as follows:

- a. Remove & store motor, pump, column and all related appurtenances.
- b. Perform a diagnostic evaluation of the condition and functionality of mechanical components.
- c. Perform video logging during the assessment phase of services on a case by case basis as directed by authorized City representative. Fee for logging services will be negotiated on a case by case basis, and added to the Lump Sum Assessment fee.
- d. Prepare and submit a written Well Inspection Report to the authorized City representative (see Sample Well Inspection Report). The report shall contain the following information:
 - i. List of well defects
 - ii. Proposed corrective action plan for repair/rehabilitation of the well to optimum operational performance.
 - iii. Not-to-Exceed Time & Material cost estimate (in accordance with approved Fee Schedule) and schedule (# of days) to complete the repair/rehabilitation.
 - iv. Copies of all supporting documentation i.e. photographs, test results, etc. shall be submitted as supporting documentation of the initial assessment.

Well Inspection Report Review and Approval - Each Well Inspection Report shall be reviewed by an authorized City representative. Implementation of a corrective action plan approved by the City shall be authorized in the form of a written Contract Task Order *prior* to any repair/rehabilitation work being performed. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Well Inspections Reports not approved by an authorized Ormond Beach representative shall be returned to the Contractor with comments/suggestions and the corrective action plan shall be revised and re-submitted along with any revised cost estimate and schedule by the Contractor to the City until a plan is agreed to by all parties and a Task Order is issued to authorize the work. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Payment Method - The Contractor shall be paid a Lump Sum fee for the Initial Assessment Report upon completion of the assessment and submission of a comprehensive Well Inspection Report in accordance with the approval Fee Schedule for each Initial Well Assessment conducted.

2. Rehabilitation/Repair Services (Task 2 of the FEE SCHEDULE)

The Contractor shall be responsible to provide all labor, materials, equipment and any other items necessary to:

- a. Rehabilitate/repair each well in accordance with a City approved corrective action plan authorized in writing by a fully executed Contract Task Order.
- b. Provide 48 hour notification to the City prior to completion of the work for the purpose of scheduling inspection and verification of the rehabilitation work.
- c. Upon inspection of the work the Contractor shall be required to provide performance testing as directed by the City.
- d. Well Development services may be required by the City on a case by case basis.

Payment Method – The Contractor shall be paid on a Time & Material Not-To-Exceed basis in accordance with the Fee Schedule rates approved at the time of contract signature and cost estimate submitted and approved with the corrective action plan.

3. Emergency Services (Task 3 of the FEE SCHEDULE)

From time to time the City may experience emergency situations with potable water wells. This contract shall include emergency response and repairs as situations occur.

- a. Mobilization - The Contractor shall be required to have the capability to mobilize and assess emergency situations within 24 hours of initial contact from an authorized City representative.
- b. Assessment and Approval - The Contractor shall provide a written assessment of the emergency condition along with a corrective action plan including a cost proposal and schedule for the necessary repairs to the City for review and approval. Upon approval by the City an emergency Task Order will be issued authorizing implementation of the repairs.
- c. Implementation of Repairs - The contractor shall provide all labor, materials, equipment and any other items needed to make all necessary repairs approved by the City to return the well and/or well pumping appurtenances to a fully functional and operating condition.

Payment Method – The Contractor shall be paid a Lump Sum Fee for Emergency Mobilization and Emergency Assessment. The Contractor shall be paid on a Time & Material Not-To-Exceed basis for repairs performed under Emergency Services in accordance with the Fee Schedule rates effective at the time of the needed services and cost estimate submitted and approved with the corrective action plan.

4. General Services (To be included as part of the FEE SCHEDULE in Task 1)

The following general services shall be provided by the Contractor prior to placing the well into service, following the final evaluation or rehab/repair task:

- a. ~~Well Disinfection:~~ Contractor shall properly disinfect the well per AWWA standards, and receive proper bacteriological clearance prior to placing any well back in service. Bacteriological sampling and analysis will be provided by the City at no cost to the Contractor. In the event where bacteriological samples fail, the Contractor shall re-perform disinfection procedures at no additional cost until bacteriological samples pass.
- b. Site Restoration: Contractor shall restore job site to original or better condition following completion of evaluation and/or rehab/repair work. It is strongly recommended that the Contractor document the pre-existing condition of the work area with photographs or video prior to mobilizing equipment or materials. Site Restoration shall include, but is not limited to, repair of damaged site features or structures (i.e. grading, seed/sod, structural, piping, electrical), and removal of construction debris generated during the course of work.

Payment Method – The above noted general services shall be included in the lump sum price for Initial Assessment services (in Task 1 above)

5. Additional Requirements

Successful firms shall comply with all safety standards and regulations as required by the City of Ormond Beach, OSHA and any other local, state or federal regulations that may be applicable to a particular project. The Contractor shall be required to complete and submit a Certificate of Compliance with the Florida Trench Safety Act.

All workmanship shall be warranted for a period of one (1) year upon acceptance of the work by the City. All materials and/or equipment installed during the performance of the services shall be warranted for the manufacturers stated warranty and the Contractor shall be responsible for any associated labor required to repair and/or replace warranted materials and/or equipment that is not covered under the manufacturer's warranty.

Upon completion of the work the Contractor shall be required to submit a comprehensive written summary of all work performed.

6. Additional Services

In the event that additions or changes to the scope, cost or schedule of an approved Task Order change during the performance of the work, a change order to the Task Order authorizing the work shall be issued. Within seven (7) working days of identifying variances the Contractor shall prepare and submit a written proposal to the authorized City representative for review and approval. The proposal shall include a clear and comprehensive explanation and adequate documentation of any changes. All changes must be approved by the authorized City representative prior to any work being performed. Any work performed by the Contractor without written authorization in the form of a fully executed change order is done so at the Contractor's own risk.

7. Contract Exclusions

This contract does not include new well construction.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two (2) additional one (1) year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

IV. PROPOSAL COMPONENTS

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The proposal shall include the following:

- a. Title Page: Title page marked, "**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
- c. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.
- d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best

qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

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- e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with water well assessment, rehabilitation and repair of water well pumping systems of similar size and pumping capabilities. Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications.
 - f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. Include their years of experience as well as the number of years with the company. List all certifications appropriate to the work (Limit response to two pages maximum per person).
 - g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
 - i. Entity/Client
 - ii. Location
 - iii. Year Completed
 - iv. Client contact name, Phone and Email
 - v. Types of equipment serviced
 - h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.
 - i. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond Beach City Hall (20 points), Within 50 miles of Ormond Beach City Hall (15 points), Within 100 miles of Ormond Beach City Hall (10 points), Beyond 100 miles of Ormond Beach City Hall (5 points)
 - j. Pricing: Provide not to exceed pricing using the FEE SCHEDULE (provided within this contract document).
 - k. Completeness: Submission of all information, as required, and evaluation to verify that the information supplied in the proposal is accurate and thorough. Bidder may choose to supply additional relevant information not specifically requested.

RFP 2025-38: WATER WELL ASSESSMENT & REHABILITATION SERVICES
WATER WELL ASSESSMENT REPORT

INSPECTING COMPANY NAME:

WELL SITE:

WELL#:

ASSESSMENT: SCHEDULED or EMERGENCY (Circle One)

ASSESSMENT/INSPECTION FINDINGS:

CORRECTIVE ACTION PLAN [Attach Cost Estimate w/Schedule to complete (# of days)]

ADDITIONAL NOTES/COMMENTS:

Inspector Name (Print):

Inspector Signature:

DATE:

Authorized City Representative (Print)

Authorized City Representative Signature:

DATE:

(attach additional pages as needed)

RFP 2025-38 WATER WELL ASSESSMENT AND REHABILITATION SERVICES FEE SCHEDULE

COMPANY NAME Thompson Well & Pump, Inc.

TASK 1	INITIAL WELL ASSESSMENT	Lump Sum:	<u>\$3,500.00</u>
	Video Logging Services (as directed)	Lump Sum:	<u>\$1,500.00</u>

TASK 2	REHABILITATION & REPAIRS	Time & Materials		
	LABOR CODE NAME	STRAIGHT TIME RATE/HR	O/T RATE/HR	PREMIUM RATE/HR
	Superintendent	<u>100.00</u>	<u>150.00</u>	<u>200.00</u>
	General Foreman	<u>85.00</u>	<u>127.50</u>	<u>170.00</u>
	Working Foreman	<u>85.00</u>	<u>127.50</u>	<u>170.00</u>
	Electrician	<u>125.00</u>	<u>187.50</u>	<u>250.00</u>
	Carpenter	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
	Mechanic	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
	Truck Driver	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
	Equipment Operator	<u>70.00</u>	<u>105.00</u>	<u>140.00</u>
	Laborer (Skilled)	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
	Laborer (Unskilled)	<u>60.00</u>	<u>90.00</u>	<u>120.00</u>

Additional Labor Codes Not Shown Above (use additional sheets if needed)

Subcontractors: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

Materials: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%) Equipment

Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3	EMERGENCY REPAIRS (as needed basis)	
	Emergency Mobilization (24 Hr Response)	Lump Sum: <u>\$1,500.00</u>
	Emergency Assessment	Lump Sum: <u>\$5,500.00</u>
	Repairs	Time & Material Rates same as above

WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2025 – 38**

LIST OF REFERENCES

1. Entity/Client City of DeLand	
Location WTP # 4 - Well # 6	Year Completed: 2025
Client Contact Name Robert Mosness, Chief Water Plant Operator / Jim Ailes, Utilities Director	
Email mosnessr@deland.org	ailesj@deland.org Phone: 386-626-7176
Types of service provided Well 6 - Scrub well casing to 70', install tremmie pipe down to 350' w/sealed header, discharge hose. Clean out debris. Furnish and install FW12MC-3 1200GPM Open LS Bowl w/304 SS Impellers with 60HP HS vertical motor equipment complete. Perform downhole video log.	

2. Entity/Client City of Sanford	
Location OR 4 - Well	Year Completed: 2024
Client Contact Name Richard Casella, Utility W/WW Plants Manager	
Email richard.casella@sanfordfl.gov	Phone: 407-688-5095
Types of service provided OR-4 - Well Rehab - Dislodge Portland Plug in top of 12" liner, clean from bottom to top using reverse air, post downhole video & caliper log, submit to SJRWMD permit a Well Modification. F&I 14" Sch40 PVC Liner w/Centralizers, Grout 14" Liner. F&I Test Pump Equipment, Well Development, Step Rate Testing, Furnish new 10" Column piping, Re-work Discharge Head, etc.	

3. Entity/Client City of Maitland	
Location WTP # 4 - Well # 4A	Year Completed: 2024
Client Contact Name Karen McCullen, Utilities Manager	
Email kmccullen@itsmymaitland.com	Phone: 407-875-2829
Types of service provided Well 4A - Initial Assessment - Pull pumping equipment, breakdown/inspection. Downhole Complete downhole video & caliper logging, inspection report. Perform mechanical well scrubbing and cleaning, Repairs to Worthington Bowl Assembly, Discharge Head, New 8" column piping, F&I new 30HP VT US Motor, testing	

WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2025 – 38**

LIST OF REFERENCES

4. Entity/Client City of Edgewater		
Location	Well # 17	Year Completed: 2023
Client Contact Name Bob Polizzi, Water Plant Manager		
Email	bpolizzi@cityofedgewater.org	Phone: 386-424-2400 x4031
Types of service provided Initial Assessment pull VT equipment inspection and repair estimate.		
VT Bowl Assembly was completely damaged inside, shafting, bearings broken. Furnish FloWise FW9LCA-3		
VT Assembly, Sand Blast Column Piping, Discharge Head. Reuse Owner's existing 20HP VHS Motor. Reinstall.		

5. Entity/Client New Beach Utilities		
Location	Well # 9 - Western Well Field	Year Completed: 2024
Client Contact Name Darren Phegley, P.E. /Sr. Civil Engineer		
Email	dphegley@nsbufl.com	Phone: 386-424-3072
Types of service provided Well Rehabilitation. Complete Pre-rehabilitation specific Capacity test. Remove		
pump equipment, pre-downhole video log, swabbing and brushing well casing, clean using air compressor, well development		
Step-rate pump test, static & dynamic geophysical logging, post downhole video, well disinfection.		

6. Entity/Client St. Johns County Board of County Commissioners		
Location	TR 47 Well	Year Completed: 2022
Client Contact Name Barry Stewart, Water Division Manager		
Email	bstewart@sjcfl.us	Phone: 904-209-2645
Types of service provided Initial Assessment, video logging, acidization installing test pumping equipment		
to remove spent acid, complete specific capacity testing post-acidization, F&I new FW12RCZ-4 vertical		
turbine equipment complete.		

V. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., August 27, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until August 18th at 4:00 PM. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

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

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP

title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

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

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

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

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

VI. EVALUATION PROCESS AND CRITERIA

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

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be

reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

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

Evaluation Criteria:

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

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Experience	20
Capability & Past Performance	20
Location	20
Pricing	20
TOTAL	100

Responsive proposals will be ranked in each of the criteria

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

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

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

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

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org
<https://connectlivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor,

or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):**

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the

Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
(RFP No. 2025-38)

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.

Thompson Well & Pump, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.

NAME

President

TITLE

August 27, 2025

DATE

**City of Ormond Beach
Request for Proposals (RFP)
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
(RFP No. 2025-38)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Thompson Well & Pump, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: 7157

ADDRESS: Physical: 219 S. Spring Garden Ave. / DeLand, 32720

Mail: P.O. Box 371 / DeLand, FL 32721-0371

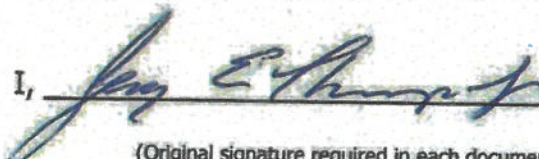
PHONE NO.: 386-740-0180

FAX NO.: 386-740-1753

SUBMITTER'S NAME: Jerry E. Thompson, Jr.

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, 
hereby

(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Thompson Well & Pump, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

August 27, 2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

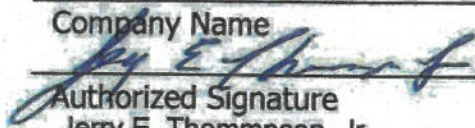
City of Ormond Beach
Request for Proposals (RFP)
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
(RFP No. 2025-38)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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.

Thompson Well & Pump, Inc.

Company Name


Authorized Signature

Jerry E. Thommpson, Jr.

Print Name

President

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

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

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

Date: August 27, 2025 Signed: *Jerry E. Thompson, Jr.*

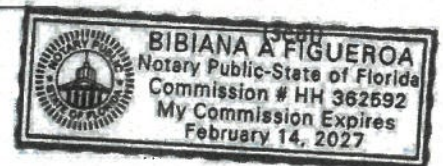
Entity: Thompson Well & Pump, Inc. Name: Jerry E. Thompson, Jr.

Title: President

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of August, 2025, by Jerry E. Thompson, Jr. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Bibiana Figueroa
Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:



My commission expires: February 14, 2027

This document must be completed and returned with your Submittal



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2025-38**

RFP OPENING DATE & TIME: **August 27, 2025 at 2:00 pm**

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

PRE-PROPOSAL MEETING DATE & TIME: **None**

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

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

PROPOSER'S NAME: Thompson Well & Pump, Inc.

PROPOSER'S MAILING ADDRESS: P.O. Box 371

CITY-STATE-ZIP: DeLand, FL 32721-0371

F.E.I.N.: 59-3611448

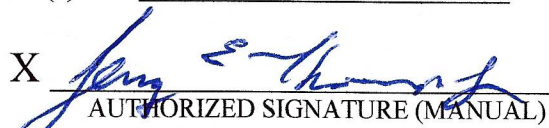
PHONE NUMBER: (386) 740-0180

EMAIL: thompsonwell@bellsouth.net

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

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

X


AUTHORIZED SIGNATURE (MANUAL)

Jerry E. Thompson, Jr.

NAME (TYPED)

President

TITLE

August 27, 2025

DATED

City of Ormond Beach
Water Well Assessment & Rehabilitation Services
RFP No. 2025-38

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 - o Florida Water Contractor's License – 7157
 - o State of Florida – Annual Corporation Annual Report

Thompson Well & Pump, Inc.

OUR FIRM (Standard General Requirements)

Thompson Well & Pump, Inc. is pleased to submit this proposal for services to support the City of Ormond Beach, with our extensive knowledge and experience as a Water Well Contractor to assist you in achieving your goals for the Water Well Assessment and Rehabilitation Services for the well locations, as outlined in this Request for Proposal No: 2025-38.

Thompson Well & Pump, Inc. (TWP)
219 S. Spring Garden Avenue
DeLand, FL 32720

Tel: (386) 740-0180 or (407) 619-2523
Fax: (386) 740-1753
Email: thompsonwell@bellsouth.net

Mailing Address: P.O. Box 371
DeLand, FL 32721-0371
Business Founded: June 1994

Website: www.Thompsonwell.com

Incorporated: State of Florida / August 23, 1999 / Document No: P99000076300
Corporation Type: S-Corporation

F.E.I.N.# : 59-3611448
DUNS #: 16-030-5616

Florida Water Well Contractor: Jerry E. Thompson, Jr. – License # 7157
Issued: June 7, 1994 – Continuing Education License Renewals every (2) years
Renewed Term: 7/31/2025 to 7/31/2027

Officers and Directors:

Title: President
Name: Jerry E. Thompson, Jr.
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

Title: Vice President
Name: Sarah B. Thompson
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

Primary Contact: Jerry E. Thompson, President Mobile: (386) 804-9426

Email: thompsonwell@bellsouth.net

Thompson Well & Pump, Inc.

STATEMENT OF COMPLETED WORK – PUBLIC ENTITY CRIMES

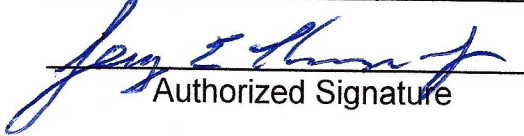
Thompson Well & Pump, Inc. is financially stable and has the necessary resources, human and financial. To provide the services identified in this Request for Proposal at the level required by the City of Ormond Beach.

No suits or legal actions regarding services performed or failure to complete have ever been filed against this firm or its professional employees. There have not been any contracts that have not been completed by the undersigned firm or any officer of the firm.

In addition, Thompson Well & Pump, Inc. has never been subject of an investigation conducted by the Water Well Contractor licensing division of the St. Johns River Water Management District or the Florida Department of Environmental Permitting.

TWP its principals, or officers, or predecessor organization(s) have never been convicted of a Public Entity Crime, debarred or suspended from bidding any government entity.

Thompson Well & Pump, Inc.


Authorized Signature

Jerry E. Thompson, Jr. President
Name Title



219 S. Spring Garden Avenue, DeLand, FL 32720
P. O. Box 371 DeLand, FL 32721-0371
Website: ThompsonWell.com

Tel. (386) 740-0180
Fax: (386) 740-1753
Email: thompsonwell@bellsouth.net

August 27, 2025

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

Re: Water Well Assessment and Rehabilitation Services – RFP#: 2025-38

Dear Members of the Selection Committee:

Thompson Well & Pump, Inc. is a full-service water well contracting company with all the capabilities and resources to provide the kind of personal attention the City of Ormond Beach deserves.

We are focused on serving the municipalities within the Central Florida area providing our contractual services for Water Well Assessment and Rehabilitation to the City of Ormond Beach (5 years), St. John's County (12 years), City of Sanford (3 years), City of Winter Park (2 years), City of Maitland (2 years), County of Volusia Utilities (5 years), Utilities Commission New Smyrna Beach (3 years), and Volusia County School Board (2 years).

We fully understand the importance of conducting an Initial Well Assessment to physically inspect the removed pumping equipment providing a complete diagnostic evaluation of the condition(s) and functionality of the mechanical components. The assessment includes determining if the well may have other problems occurring inside the primary casing that may have scaling or bacterial issues that are affecting the well's performance and may require further rehabilitation services. The Corrective Action Plan will provide the city with our best recommendations for repairs and cost under the fee schedule to timely restore the well back to its optimum operational performance.

TWP's location and proximity to the wellfields in Ormond Beach allow us to mobilize and be on site within one hour for emergencies and non-emergency requests for services.

We understand that the proposal is a firm and irrevocable offer for the engagement period and welcome the opportunity to demonstrate our ability to handle your water well assessment and rehabilitation services, as needed, professionally and at a highly competitive price.

Sincerely,

Thompson Well & Pump, Inc.

Jerry E. Thompson, Jr.
President

Thompson Well & Pump, Inc.

TECHNICAL QUALIFICATIONS OF FIRM

Thompson Well & Pump, Inc. began operations in 1994, incorporated in August 1999, serving Florida for over 31 years as a licensed Water Well Contractor operating as a Prime Contractor, Subcontractor or Consultant providing all water well drilling services and rehabilitation services for water supply and the servicing and replacing all related pumping equipment and components. Our focus is to serve municipal, commercial, and industrial firms throughout Florida operating mainly within the Central Florida area.

We specialize in the service, diagnostic inspection and repair of various types and models of deep-well vertical turbine pumps, motors, submersible pumps, motors, and all related appurtenances for municipal, commercial, industrial, agricultural and residential applications.

Our expertise in water well assessment and repairs are outlined in the customer references, showing our commitment to providing timely and extensive assessment, replacement and repair(s) of the various equipment types and well rehabilitation.

Our capabilities and years of experience allow us to meet all the scope of services required under this RFP for the repair or replacement of the well's pumping equipment, well rehabilitation, well inspection, pre and post geophysical, and caliper logging. We can also conduct an immediate downhole video well inspection using our in-house R-Cam 1000 state-of-the-art video camera system.

Our Company abilities that are specific to this project include:

- Water Supply Wells (assessment and rehabilitation)
- Field services for the removal and installation of deep-well vertical line shaft and submersible turbine pumps, motors and the transportation and storing of pumping equipment & related appurtenances
- Water well evaluation and rehabilitation
- Diagnostic evaluation of the condition & functionality of mechanical components
- Downhole video well inspection to determine condition(s) inside the well
- Test pumping of water wells
- Well Disinfection and/or Acidation, per AWWA Standards
- General contracting services related to water supply services

Our drilling equipment has the capability of drilling wells ranging in diameter from 4" up to 36" in diameter. We operate three drill rigs for the construction and rehabilitation of water wells, a Layne-Ark HRC-01 Drill Rig, a Speedstar 15-II Drill Rig for larger diameter supply wells and an Ingersoll-Rand T2W Drill Rig for commercial and residential projects.

Our fleet is backed with many support vehicles to assist in the initial service(s) and repair(s) of water wells, including a 2008 Terex BT5092 Boom Crane, and 18 Ton Boom Crane, 5T Pulstar Crane, semi-tractor for delivery and transporting, used in drilling, assessment, rehabilitation and servicing operations.

Thompson Well & Pump, Inc.

TECHNICAL QUALIFICATIONS OF THE PROJECT TEAM

Project Team Manager

Jerry E. Thompson is the President, of Thompson Well & Pump, Inc. and has over 36 years of experience and extensive knowledge in all aspects of the water well construction, design, repairs and service. He is responsible for supervising, managing, and executing the work for this contract.

Certifications / Training

- Florida Water Well Contractor – License # 7157 – Issued June 1995
- Continuing Education Courses – 1996, 1998, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025
- Bariod Industrial Drilling Products – Certification – Water Well Applications – 2017
- Water Well Maintenance & Rehabilitation – FWGA 2011
- American Ground Water Trust – Speaker – Ground Source Heating & Cooling Technology Forum – 2011
- International Ground Source Heat Pump Association (IGSHPA) Member & Accredited Installer – 2007
- CT Certified Welder
- CDL Class A w/Tanker
- Member: National Ground Water Association – FL Ground Water Association, FL Rural Water Association

Key Dealer

- Preferred Pump Dealer Awards Program 2019-2025 – Grundfos Pumps, Motors & controls, FloWise Pumps, Motors & Controls, Pentair Pumps, Motors & Controls, US Motors

Project Team Contract and Records Management

Beth Thompson, Vice President, has over 40 years of experience in office management and human resources directly working in the company for 19 years. She will be responsible for the execution of the contract documents requirements, submission of pay requests and invoicing, and maintenance of client's record.

Other experience includes the management of the business office, jointly handling and overseeing all aspects of the business. Analyzes and prepares cost estimates and bid proposals for projects. Prepares construction permits, schedule of values for contracted work, and submits Certified Payrolls for federal funded projects. Working with customers in providing assistance and project information. Delegates job responsibilities to staff members and handles human resources and personnel records. Prepares and submits end of project close-out documents and submittal records.

Jerry E. Thompson, Jr.

219 S. Spring Garden Avenue • Deland, FL 32720 • (386) 740-0180 • www.thompsonwell.com

BUSINESS OWNER

President and owner of Thompson Well & Pump, Inc., established in 1994, incorporated in August 1999 with a 31-year record of success overseeing all phases of a medium business operation with annual revenues ranging above \$2.2 million. • Managing the services for all aspects of water well drilling, construction, and operations, contracting construction for infrastructure, and environmental projects for government and private-sector clients. • Managing drilling crews operating 3 drill rig machines with numerous support vehicles and equipment used to achieve water well projects ranging in size from 4" up to 36." • Construction includes public supply, monitor wells, drainage wells, test wells, and well abandonment, including all phases of well assessment and rehabilitation services and vertical turbine pump installations. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions managing as the Prime Contractor or Subcontractor.

Key Skills

- Well Construction Projects/ 4" to 36"
- Infrastructure Improvement Projects
- Environmental/Geo-thermal Projects
- Site Safety/OSHA Compliance
- Training/Supervisor Manager
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

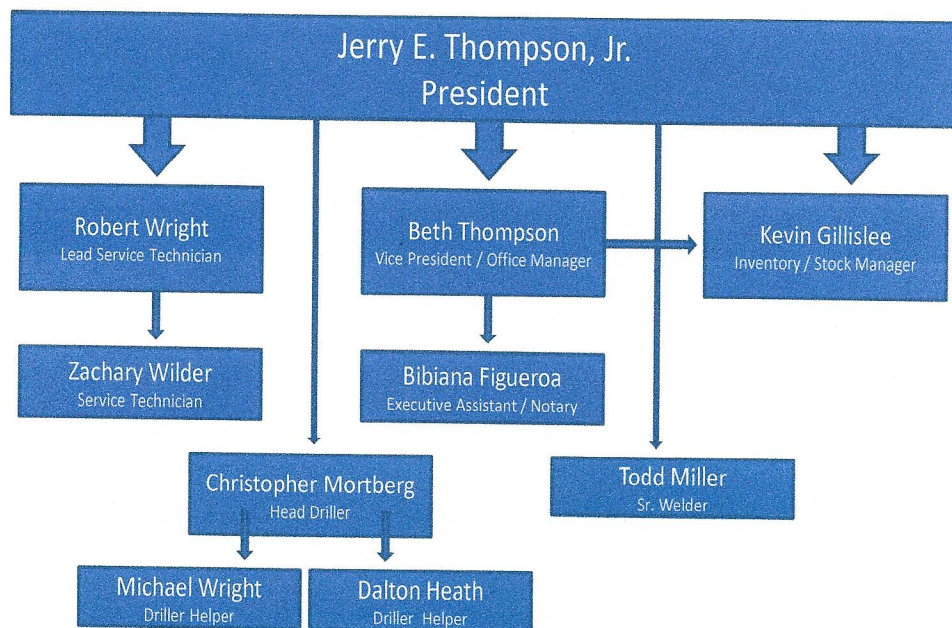
THOMPSON WELL & PUMP, INC. (DELAND, FL) – President / Owner, 1994 to Present

Business owner operates and maintains a water well construction and services company. Performing major projects based on the scope of work as the Prime Contractor on the project or as a Subcontractor. Provides expertise in the technical design for a project, consulting with engineers to determine the most suitable water well system for various projects. Certified through the International Ground Water Heat Source Pump Association as an accredited installer in the design construction and installation of geo-thermal well systems. Provides downhole well video services utilizing our R-Cam 1000 high resolution video camera equipment to conduct pre and post videos for well inspections for water well systems to determine the well's current conditions as related to natural fouling resulting from chemical, biological, or formation influences on the well. Reports and provides clients with specific recommendations to resolve problems related to the degradation of a well system and the factors that impact decisions regarding well rehabilitation or well replacement. Manages a full-service department supporting the inspection, removal and installation of vertical line turbines, the refurbishment, and replacement servicing municipalities, commercial and residential well systems.

Education & Certifications

FL Water Well Contractor License # 7157 - 1994, CTL Certified Welder, CDL Class A w/Tanker, International Ground Source Heat Pump Association (IGSHPA) Member and Accredited Installer – 2007, International School of Well Drilling (CEC) –1996, 1998, 2001, 2003, 2005, 2007, 2009, 2011, 2013,2015, 2017,2019, 2021, 2023,2025. Baroid Industrial Drilling Products Workshop - Water Well Applications -2017, Water Well Maintenance & Rehabilitation Workshop – FWGA 2011, American Ground Water Trust – Speaker – Ground Source Heating & Cooling Technology Forum – 2011 – National Ground Water Assoc., Florida Ground Water Assoc., Florida Rural Water Assoc., Franklin Electric Key Dealer – 2010-2021, Preferred Pump Dealer Awards Program – 2019-2025

Thompson Well and Pump, Inc.



WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2025 – 38**

LIST OF REFERENCES

1. Entity/Client City of DeLand		
Location	WTP # 4 - Well # 6	Year Completed: 2025
Client Contact Name Robert Mosness, Chief Water Plant Operator / Jim Ailes, Utilities Director		
Email	mosnessr@deland.org ailesj@deland.org	Phone: 386-626-7176
Types of service provided Well 6 - Scrub well casing to 70', install tremmie pipe down to 350' w/sealed header, discharge hose. Clean out debris. Furnish and install FW12MC-3 1200GPM Open LS Bowl w/304 SS Impellers with 60HP HS vertical motor equipment complete. Perform downhole video log.		

2. Entity/Client City of Sanford		
Location	OR 4 - Well	Year Completed: 2024
Client Contact Name Richard Casella, Utility W/WW Plants Manager		
Email	richard.casella@sanfordfl.gov	Phone: 407-688-5095
Types of service provided OR-4 - Well Rehab - Dislodge Portland Plug in top of 12" liner, clean from bottom to top using reverse air, post downhole video & caliper log, submit to SJRWMD permit a Well Modification. F&I 14" Sch40 PVC Liner w/Centralizers, Grout 14" Liner, F&I Test Pump Equipment, Well Development, Step Rate Testing, Furnish new 10" Column piping, Re-work Discharge Head, etc.		

3. Entity/Client City of Maitland		
Location	WTP # 4 - Well # 4A	Year Completed: 2024
Client Contact Name Karen McCullen, Utilities Manager		
Email	kmccullen@itsmymaitland.com	Phone: 407-875-2829
Types of service provided Well 4A - Initial Assessment - Pull pumping equipment, breakdown/inspection. Downhole Complete downhole video & caliper logging, inspection report. Perform mechanical well scrubbing and cleaning, Repairs to Worthington Bowl Assembly, Discharge Head, New 8" column piping, F&I new 30HP VT US Motor, testing		

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2025 – 38
LIST OF REFERENCES

4. Entity/Client City of Edgewater	
Location Well # 17	Year Completed: 2023
Client Contact Name Bob Polizzi, Water Plant Manager	
Email bpolizzi@cityofedgewater.org	Phone: 386-424-2400 x4031
Types of service provided Initial Assessment pull VT equipment inspection and repair estimate.	
VT Bowl Assembly was completely damaged inside, shafting, bearings broken. Furnish FloWise FW9LCA-3	
VT Assembly, Sand Blast Column Piping, Discharge Head. Reuse Owner's existing 20HP VHS Motor. Reinstall.	

5. Entity/Client New Beach Utilities	
Location Well # 9 - Western Well Field	Year Completed: 2024
Client Contact Name Darren Phegley, P.E. /Sr. Civil Engineer	
Email dphegley@nsbufl.com	Phone: 386-424-3072
Types of service provided Well Rehabilitation. Complete Pre-rehabilitation specific Capacity test. Remove	
pump equipment, pre-downhole video log, swabbing and brushing well casing, clean using air compressor, well development	
Step-rate pump test, static & dyanmic geophysical logging, post downhole video, well disinfection.	

6. Entity/Client St. Johns County Board of County Commissioners	
Location TR 47 Well	Year Completed: 2022
Client Contact Name Barry Stewart, Water Division Manager	
Email bstewart@sjcfl.us	Phone: 904-209-2645
Types of service provided Initial Assessment, vidoe logging, acidization installing test pumping equipment	
to remove spent acid, complete specific capacity testing post-acidization,F&I new FW12RCZ-4 vertical	
turbine equipment complete.	

Thompson Well & Pump, Inc.

RESPONSIVINESS

Thompson Well & Pump, Inc. is continually proven to be an industry leader for high quality/guaranteed product/service and we will work with the City of Ormond Beach to ensure all projects are completed according to the City's requirements, including project intent, schedule and budget. We are committed to providing quality, responsive services on each project task assigned.

Depending on the extent and type of the repairs or replacement of the equipment the average turnaround time for reinstallation of pumping equipment after repaired or received from supplier is estimated at 7 days for scheduling.

LOCATION

TWP's main office and shop is located at 219 S. Spring Garden Avenue, DeLand, FL 32720. Our office is 30.06 miles via US-92 and I-95 and 33.32 miles via HWY 11 and SR 40.

Jerry Thompson, the team project manager and service technicians, are located at this facility.

Average time to travel to Ormond Beach is approximately 42 minutes.

RFP 2025-38 WATER WELL ASSESSMENT AND REHABILITATION SERVICES FEE SCHEDULE

COMPANY NAME Thompson Well & Pump, Inc.

TASK 1 **INITIAL WELL ASSESSMENT** **Lump Sum:** \$3,500.00

Video Logging Services (as directed) **Lump Sum:** \$1,500.00

TASK 2 **REHABILITATION & REPAIRS** **Time & Materials**

<i>LABOR CODE NAME</i>	<i>STRAIGHT TIME RATE/HR</i>	<i>O/T RATE/HR</i>	<i>PREMIUM RATE/HR</i>
Superintendent	<u>100.00</u>	<u>150.00</u>	<u>200.00</u>
General Foreman	<u>85.00</u>	<u>127.50</u>	<u>170.00</u>
Working Foreman	<u>85.00</u>	<u>127.50</u>	<u>170.00</u>
Electrician	<u>125.00</u>	<u>187.50</u>	<u>250.00</u>
Carpenter	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Mechanic	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Truck Driver	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Equipment Operator	<u>70.00</u>	<u>105.00</u>	<u>140.00</u>
Laborer (Skilled)	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Laborer (Unskilled)	<u>60.00</u>	<u>90.00</u>	<u>120.00</u>

Additional Labor Codes Not Shown Above (use additional sheets if needed)

Subcontractors: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

Materials: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%) Equipment

Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3 **EMERGENCY REPAIRS** (as needed basis)

Emergency Mobilization (24 Hr Response) **Lump Sum:** \$1,500.00

Emergency Assessment **Lump Sum:** \$5,500.00

Repairs **Time & Material Rates same as above**

12. Appendices

- Certificate of Insurance
- Verification of Employment using E-Verify System (RFP - PG 34)
- RFP Response Form – Addendum (RFP - PGs 35-36)
- Conflict, Non-Conflict Interest Statement Litigation Statement (RFP - PG 37)
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- Florida Water Contractor's License – 7157
- State of Florida – Annual Corporation Annual Report



THOMWEL-01

MJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corkhill Insurance Agency, LLC 20 S. Bumby Ave Orlando, FL 32803		CONTACT NAME: Michele Jones PHONE (A/C, No, Ext): (407) 898-8891 E-MAIL ADDRESS: michele@corkhillinsurance.com FAX (A/C, No): (407) 898-8813															
INSURED Thompson Well & Pump, Inc. PO Box 371 Deland, FL 32721		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Southern Owners Ins Company</td><td>10190</td></tr><tr><td>INSURER B : Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C : Technology Insurance Company</td><td>42376</td></tr><tr><td>INSURER D : Certain Underwriters at Lloyds</td><td>32727</td></tr><tr><td>INSURER E : Westchester Surplus Lines Ins</td><td>21121</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern Owners Ins Company	10190	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : Technology Insurance Company	42376	INSURER D : Certain Underwriters at Lloyds	32727	INSURER E : Westchester Surplus Lines Ins	21121	INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER: Contractual liab.	X	X	72597063	1/23/2025	1/23/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Rented Equip</td><td>\$ 156,240</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Rented Equip	\$ 156,240
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B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		4265561500	1/23/2025	1/23/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			4265561502	1/23/2025	1/23/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000										
EACH OCCURRENCE	\$ 2,000,000																				
AGGREGATE	\$ 2,000,000																				
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4530049	1/1/2025	1/1/2026	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	Errors and Omissions			ANE4712752-25	1/27/2025	1/27/2026	Occurrence 1,000,000														
E	Pollution Liability			G27153549013	8/5/2025	8/5/2026	Pollution Liab 1,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ormond Beach, is added as Additional Insured with respect to General Liability and Auto Liability when required by written contract. Waiver of subrogation on General Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach 22 S. Beach Street Ormond Beach, FL 32175	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Corkhill

**City of Ormond Beach
Request for Proposals (RFP)
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
(RFP No. 2025-38)**

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.

Thompson Well & Pump, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.

NAME

President

TITLE

August 27, 2025

DATE

**City of Ormond Beach
Request for Proposals (RFP)
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
(RFP No. 2025-38)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Thompson Well & Pump, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: 7157

ADDRESS: Physical: 219 S. Spring Garden Ave. / DeLand, 32720

Mail: P.O. Box 371 / DeLand, FL 32721-0371

PHONE NO.: 386-740-0180

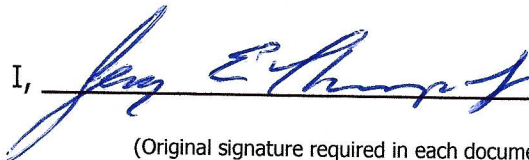
FAX NO.: 386-740-1753

SUBMITTER'S NAME: Jerry E. Thompson, Jr.

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, _____
hereby



(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Thompson Well & Pump, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

August 27, 2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
(RFP No. 2025-38)
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.

Thompson Well & Pump, Inc.

Company Name


Authorized Signature

Jerry E. Thommpson, Jr.

Print Name

President

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

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

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

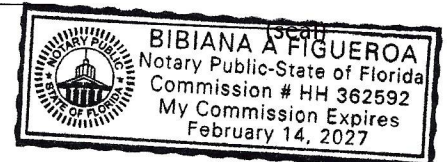
Date: August 27, 2025 Signed: *Jerry E. Thompson, Jr.*
Entity: Thompson Well & Pump, Inc. Name: Jerry E. Thompson, Jr.

Title: President

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of August, 2025, by Jerry E. Thompson, Jr. and who: ☒ Is personally known to me; or ☐ has produced _____ as identification.

Bibiana Figueroa
Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:



My commission expires: February 14, 2027

This document must be completed and returned with your Submittal



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to

Jerry Thompson Jr

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License: 7157

Expires: July 31, 2027

DISTRICT CERTIFICATION OFFICER

The State of Florida

Has Determined That

JERRY EUGENE THOMPSON, JR.

Is Qualified As A

Water Well Contractor

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

In The

State of Florida

And Hereby Issues

License Number

7157

Issued By The

ST. JOHNS RIVER

Water Management District

This 7TH Day Of

JUNE, 1994 A.D.

State of Florida

Department of State

I certify from the records of this office that THOMPSON WELL & PUMP, INC. is a corporation organized under the laws of the State of Florida, filed on August 23, 1999.

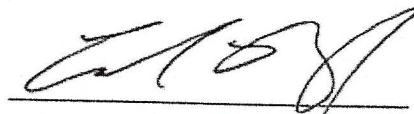
The document number of this corporation is P99000076300.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 25, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of February,
2025*




Secretary of State

Tracking Number: 3131275623CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RFP Evaluation Summary

Project: WATER WELL ASSESSMENT AND REHABILITATION SERVICES

RFP Number: 2025-38

Recommendation of award highlighted

Date & Time: September 10, 2025 1:00 PM

The RFP's were scored on the following criteria:	Firms							
	Layne Christensen Company				Thompson Well & Pump Inc			
	M.S.	B.P.	R.B.	Totals	M.S.	B.P.	R.B.	Totals
Technical Qualifications- 20 points max	18	19	18	55	18	19	18	55
Experience- 20 points max	17	18	18	53	18	19	20	57
Capability & Past Performance- 20 points max	13	17	16	46	17	19	18	54
Location - 20 points max	5	5	5	15	15	15	15	45
Pricing - 20 points max	13	15	10	38	17	19	18	54
Totals	66	74	67	207	85	91	89	265
	Rank			2	Rank			1

Rob Hart
Purchasing Coordinator

Mike Stephenson
Utilities Engineer

Bob Preis
Utilities Manager

Ron Burk
Maintenance Supervisor



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.C.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	PACE Center for Girls, Inc., Lease Agreement		
Recommended Action	Staff recommends approval of a 5-year lease agreement with the PACE Center for Girls, Inc., for their continued use of the building located at 208 Central Avenue in Ormond Beach, retroactively effective October 15, 2025.		
Strategic Goal	Quality of Life - Consider the development of additional facilities for public programs and community gatherings/events.		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a 5-year lease agreement with the PACE Center for Girls, Inc. (PACE) for the use of the building located at 208 Central Avenue in Ormond Beach.

On August 5, 2015, the City Commission adopted Resolution No. 2015-156, which authorized the execution of a 10-year lease agreement between the City and PACE. Under the terms of that agreement, PACE leased the facility for an annual payment of \$1.00, assumed responsibility for all maintenance of the leased premises, including the parking lot, playground, and the interior and exterior of the building, and is responsible for all utilities and monthly operational charges associated with the center.

PACE has expressed a preference to transition from a 10-year lease to a 5-year lease term. The proposed new agreement reflects this adjustment, while maintaining all other responsibilities and conditions of the prior contract.

Financial Impact

None

Citizen Impact

The services provided by PACE, a nonprofit organization, has proven to be beneficial to the community as it provides critical services and programs.

Attachments

1. 25-163 Pace Center lease (P25-0142G)
2. PACE Lease Agreement 2025
3. PACE COI
4. PACE Lease Agreement 2015

RESOLUTION NO. 2025-163

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE PACE CENTER FOR GIRLS, INC.; SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Lease Agreement between the City and The Pace Center for Girls, Inc. for the purposes stated therein, a copy of said Lease is attached hereto and incorporated herein by reference. Said Lease shall be effective retroactively from October 15, 2025.

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

APPROVED AND AUTHENTICATED this 21st day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this ____ day of _____, 2025, by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("Lessor"), and **PACE CENTER FOR GIRLS, INC.**, a non-profit corporation organized and existing under the laws of the State of Florida ("Lessee"), on the terms, conditions and covenants herein described, all of which constitutes good and valuable consideration; now therefore,

WITNESSETH:

1. Lessor hereby leases, lets and demises to Lessee the following described premises, to-wit:

Parcel A:

The Rigby School property said property being and lying immediately north of Central Avenue and immediately east of Yonge Street, Ormond Beach, Volusia County, Florida, and further described on **Exhibit "A"** attached hereto, including, all buildings and appurtenances thereto

Together with:

Parcel B:

Easement rights of ingress, egress and access over, across and upon that parcel of property located adjacent to Parcel A, which is leased by Lessor from Eddie James Byrd and Gwendolyn Byrd, and which property is known as Lot 7, Block 1, Belden's Melrose, Ormond, as per map in Map Book 2, Page 22, of the Public Records of Volusia County, Florida.

(collectively, the "Leased Premises"). Lessor covenants and agrees that upon Lessee paying the rent and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed hereunder, that Lessee may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Lessor or any persons lawfully claiming through Lessor. Lessor has the right to enter into this Lease and grant Lessee the rights granted hereunder, including, without limitation, the rights in and to Parcel B.

2. The term of this Lease Agreement shall commence on the 15th day of October, 2025 and terminate on the 14th day of October, 2030.

3. Lessee shall pay to Lessor, as total rent for the term of this Lease, the sum of one dollar (\$1.00) per year for five (5) years, said amount having been heretofore paid in full at the time of execution of the Lease.

4. All payments to Lessor shall be paid at the office of the City Clerk, of the Lessor, as the same may be located from time to time.

5. The Leased Premises shall be used by Lessee only in connection with its operation and function of programs associated with Pace Center for Girls, Inc. (the "Intended Use"). The Lessee shall not sublet any of the Leased Premises or assign this Lease Agreement without the prior express written consent of the Lessor. However, Lessee shall be required to maintain a community board room for the purpose of allowing local community groups to meet at the facility upon advance request if the room is available and it is not disruptive to the operation of the program at that time. If the room is requested after normal operational hours, a fee set by and payable to Lessee may be charged. Additionally, Lessee shall be required to display historic items and photographs concerning the Rigby School (at locations within the Leased Premises which are mutually agreeable to Lessor and Lessee) and conduct tours of the Leased Premises when appropriate.

6. The Lessee will not make or permit to be made any alterations, additions, improvements or changes in the Leased Premises without first obtaining the consent of the Lessor, which shall not be unreasonably withheld or delayed. In no event shall any structural changes or alterations be made in any of the buildings located on these Leased Premises without first obtaining the written consent of the Lessor, which shall not be unreasonably withheld or delayed. A consent to any particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, this restriction against future alterations, additions, improvements or changes. The Lessee shall abide by all laws of the City, State and Federal governments and will further comply with all modifications made to the historical data plans by the Lessor.

7. Lessor shall insure all of the Leased Premises against fire, windstorm and other casualty losses and to pay the premiums for such insurance, and at Lessee's request shall provide evidence of such insurance; provided, however, Lessee shall be liable for its own negligence or willful act, or that of its agents, employees, members or visitors and the Lessor shall have the right of subrogation against the Lessee for any loss occasioned thereby; provided, further, in no event shall the Lessor be required to insure the contents of any building and any personal property owned by the Lessee.

8. In the event the Leased Premises shall at any time be so damaged by fire, the elements or otherwise, so as to render the same untenable, then either Lessor or Lessee may terminate this Lease Agreement within sixty (60) days after the damage or destruction. Lessor may, but shall not be required to, restore the Leased Premises, but shall notify Lessee of its decision on whether to restore, or not, within sixty days after the damage or destruction. If Lessor elects to restore the Leased Premises, such restoration shall be at Lessor's sole expense, and Lessor's notice to Lessee of such restoration shall include Lessor's best estimate of how long the restoration is

anticipated to take.

9. The Lessee shall purchase and maintain at its expense commercial general liability insurance providing coverage for not less than \$1,000,000.00 per occurrence, \$1,000,000.00 general aggregate, \$50,000.00 fire damage (any one fire) and \$5,000.00 medical expenses. Additionally, Lessee shall purchase automobile liability insurance for not less than \$1,000,000.00 combined single limit for bodily injury and property damage. Finally, if applicable, Lessee shall obtain Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than: \$100,000.00 each accident bodily injury by accident, \$100,000.00 each employee bodily injury by disease and \$500,000.00 policy limit bodily injury by disease. Within five (5) days after execution of the Lease, the Lessee shall provide the Lessor with certificates of all above-referenced insurance coverages. 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 Lessor. Lessee shall be required to replace any expired or canceled policies in like amount and coverage, as required in this Lease, and shall promptly provide Lessor certificates of same. Upon request, Lessee shall provide complete copies of the Lessee's insurance policies, forms and endorsements. Lessor shall be listed as a named insured on all policies of insurance and certificates thereof.

10. Maintenance of Leased Premises

A. The Lessee shall maintain all of the structures located on Parcel A of the Leased Premises (including, but not limited to, the parking lot, playground and the interior and exterior of all buildings) in accordance with reasonable standards established by the Lessor from time to time, and published to Lessee. Lessee agrees to expend an amount not to exceed an aggregate amount of Twenty-five Thousand Dollars (\$25,000.00) per lease year (with a maximum of Ten Thousand Dollars per repair / maintenance expense) upon unforeseen/unanticipated repairs or maintenance expenses. If the aggregate cost of annual unforeseen/unanticipated repairs or maintenance exceeds \$25,000.00 in any given lease year, Lessee may terminate the Lease upon thirty (30) days written notice to the Lessor and Lessor shall not be obligated to pay the early termination fee referred to in Paragraph 13 herein.

B. During the term of this Lease, Lessee shall be responsible for mowing the grass and otherwise maintaining the landscaping on Parcel B.

C. Lessor shall be responsible for compliance with any provisions relating to Parcel B which may arise under Lessor's lease therefor. Lessor represents to Lessee that no consent is required to be obtained by Lessor under such lease to permit the granting of rights hereunder to Lessee across such portion of the Leased Premises. Lessor shall provide a copy of its lease for Parcel B to Lessee on or prior to execution of this Lease, and at Lessee's request will obtain the consent of the owner of Parcel B if Lessee determines in

its sole discretion that such consent is required.

11. It is understood and agreed by the parties hereto that Lessor shall not be responsible or liable for any operational maintenance of the Leased Premises by the Lessee and the Lessee shall hold Lessor harmless and free from any and all liability therefor.

12. The Lessee shall at the termination of this Lease Agreement, quietly deliver up and surrender the Leased Premises in good order and condition, reasonable use and ordinary wear and tear or damage by the elements excepted.

13. In the event either parcel of the Leased Premises is determined by the City Commissioners of the Lessor to be needed for some compelling public purpose, the Lessor may cancel this Lease Agreement in its entirety by giving no less than 180 days prior written notice to the Lessee. Notwithstanding the foregoing, the parties acknowledge and agree that the Lessee serves the public interest and an important function in the community, and the Lessor agrees that it shall not exercise the foregoing right of termination unless and until the Lessor has an exigent need for the Leased Premises in order to serve a public purpose that cannot be reasonably met by other means. In addition, the parties acknowledge and agree that Lessee may make unforeseen/unanticipated repairs or maintenance to the Leased Premises and in the event that Lessor exercises its right to terminate this Lease pursuant to this Paragraph, Lessor shall pay to Lessee an early termination fee equal to ten percent (10%) of the total cost of unforeseen/unanticipated repairs or maintenance made by Lessee to the Leased Premises for each year remaining in the Term at the time that Lessor elects to so terminate. By way of illustration—if the Lessor terminates in year four pursuant to this Paragraph, then Lessor will pay to Lessee an early termination fee equal to ten percent (10%) of the total costs of Lessee's unforeseen/unanticipated repairs or maintenance made to the Leased Premises.

14. This Lease Agreement is predicated upon the premise that the Lessee is a not-for-profit corporation. If at any time during the overall term of this Lease Agreement, the Lessee becomes a for-profit corporation or, after obtaining the necessary approval of the Lessor, sublets or assigns this Lease to any individual, partnership, for-profit corporation or other entity operating on a for-profit basis, then in that event Paragraph three (3) hereof shall immediately be renegotiated. If no mutually acceptable terms can be reached within sixty (60) days of the date of transfer or obtaining for-profit status, then this Lease shall be deemed terminated unless otherwise extended by the Lessor's City Commission and Lessor shall not be obligated to pay the early termination fee referred to in Paragraph 13 above.

15. The Lessor retains all rights, privileges, benefits, limitations and immunity of sovereign immunity. This provision shall be construed broadly in favor of the City.

16. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Lessee 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 Lessee 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.

17. The Lessee 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 16 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.

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

19. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived. This Lease Agreement may be recorded in the public records of Volusia County, Florida.

20. Lessee shall pay all utility deposits and monthly operational charges including, but not limited to, gas, electricity, water, garbage collection, city sewage charges and all other utilities, and City services charges, including telephone charges, used on the Leased Premises at the time of the commencement of the Lease.

21. The Lessor acknowledges and understands that the Lessee's Intended Use is contingent upon funding from the State of Florida. If the Lessee loses all or substantially all of the Lessee's funding from the State of Florida or the state's funding agency, then the Lessee may terminate this Lease and thereby end all its obligations under this Lease.

22. Default

A. If Lessee shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Lessee hereunder for a period of thirty (30) days after notice from Lessor to Lessee in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Lessee shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion) then Lessor shall be entitled to its election (unless Lessee shall cure such default prior to such election) to seek any remedy available to it at law or equity, including the right to terminate this Lease (in which event this Lease shall expire and terminate thirty days from the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date

of the term of this Lease), the right to recover damages and incidental costs arising from such default, or the right to seek specific performance.

B. If Lessor defaults by failure to perform as required under the terms and conditions of this Lease and such default is not cured within thirty (30) days after notice thereof or such shorter period of time as may be reasonable under the circumstances, Lessee shall be entitled to seek any remedy available to it at law or equity, including the right to terminate this Lease, the right to recover damages and incidental costs arising from such default, or the right to seek specific performance.

23. All notices and other communications authorized or required hereunder shall be in writing and shall be given by (a) hand delivered; (b) certified mail, return receipt requested, postage prepaid, or (c) overnight carrier, fees prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed., and sent to the following addresses:

If to Lessor: City of Ormond Beach
Attn: City Manager
P.O. Box 277
Ormond Beach, FL 32175

With a Copy to: City of Ormond Beach
Attn: City Attorney
P.O. Box 277
Ormond Beach, FL 32175-0277

If to Lessee: Pace Center for Girls, Inc.
Attn: Chief Operating Officer
6745 Philips Industrial Blvd.
Jacksonville, FL 32256

With a Copy to: PACE Center for Girls of Volusia-Flagler
Attn: Executive Director
208 Central Avenue
Ormond Beach, FL 32174

or such other address or addresses as either Lessor or Lessee may hereafter designate by notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day first set forth above.

Executed by Lessee this ____ day of _____, 2025

Witnesses:

LESSEE:

PACE CENTER FOR GIRLS, INC. , a
Florida non-profit corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

ACKNOWLEDGED AND SUBSCRIBED before me by means of ☐ physical presence
or ☐ online notarization, by, _____, as _____ of PACE
CENTER FOR GIRLS, INC. who ☐ is personally known to me or ☐ has produced
_____ as identification.

Print: _____

Notary Public, State of Florida

My commission expires: _____

Executed by Lessor this ____ day of _____, 2025

Witnesses:

LESSOR:

CITY OF ORMOND BEACH

Print Name: _____

By: _____

JASON LESLIE

Mayor

Print Name: _____

Attest: _____

JOYCE SHANAHAN

City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

ACKNOWLEDGED AND SUBSCRIBED before me by means of ☐ physical presence or
☐ online notarization, by, JASON LESLIE, Mayor, and JOYCE SHANAHAN, City Manager of
the CITY OF ORMOND BEACH, who ☐ are personally known to me or ☐ have produced
_____ as identification.

Print: _____

Notary Public, State of Florida

My commission expires: _____

EXHIBIT "A"

Parcel A:

The Rigby school property and all buildings located thereon, said property being and lying immediately north of Central Avenue and immediately east of Yonge Street, Ormond Beach, Volusia County, Florida, and further described as Lots 5 and 6 except the westerly 35.10 feet of the northerly 107.72 feet of Lot 5, Block 1, Belden's Subdivision of Melrose, Ormond Beach, according to map in Map Book 2, page 22, Public Records of Volusia County Florida.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 501 Riverside Ave Suite 1000 Jacksonville FL 32202	CONTACT NAME: Erika Reese PHONE (A/C, No, Ext): 904-421-5368 E-MAIL ADDRESS: Erika_Reese@ajg.com FAX (A/C, No):
INSURED Pace Center for Girls 6745 Philips Industrial Blvd. Jacksonville FL 32256	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company INSURER B : Technology Insurance Company, Inc INSURER C : Westfield Ins Co INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 911260848

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PHPK2574373-007	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$500 ☒ Coll \$1000	Y		PHPK2574373-007	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB871746-007	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4645251	6/30/2025	6/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PHPK2574373-007	6/30/2025	6/30/2026	Ea Occ/Aggregate \$1M/3M
A	D&O			PHSD1808905	6/30/2025	6/30/2026	Policy Period Limit \$3M
C	Cyber, see below			PCO489314G00	6/30/2025	6/30/2026	Limit per coverage \$1M

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

Volunteer Accident coverage included, \$25,000 each/\$150,000 Aggregate. Federal Insurance Company, Policy #9906-8701, 6/30/25-6/30/26
Liquor Liability coverage \$1,000,000 each/\$1,000,000 Agg, Only for Location 14: 3508 26th St. W., Bradenton, FL 34205, Philadelphia Indemnity Insurance Company, Policy # PHPK2574373007, 6/30/25-6/30/26
Workers Compensation policy includes AL, FL, GA, NJ, NY, SC, & TX
Re: (V1) Pace Volusia Flagler Location- 208 Central Avenue, Ormond Beach, FL 32174. Certificate Holder is Additional Insured under General Liability and Automobile Liability as respects this location as landlord where required by written contract and in accordance with policy terms.

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach
22 S. Beach St.
Ormond Beach FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this ____ day of _____, 2015, by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("Lessor"), and **PACE CENTER FOR GIRLS, INC.**, a non-profit corporation organized and existing under the laws of the State of Florida ("Lessee"), on the terms, conditions and covenants herein described, all of which constitutes good and valuable consideration; now therefore,

WITNESSETH:

1. Lessor hereby leases, lets and demises to Lessee the following described premises, to-wit:

Parcel A:

The Rigby School property said property being and lying immediately north of Central Avenue and immediately east of Yonge Street, Ormond Beach, Volusia County, Florida, and further described on Exhibit "A" attached hereto, including, all buildings and appurtenances thereto

Together with:

Parcel B:

Easement rights of ingress, egress and access over, across and upon that parcel of property located adjacent to Parcel A, which is leased by Lessor from Eddie James Byrd and Gwendolyn Byrd, and which property is known as Lot 7, Block 1, Belden's Melrose, Ormond, as per map in Map Book 2, Page 22, of the Public Records of Volusia County, Florida.

(collectively, the "Leased Premises"). Lessor covenants and agrees that upon Lessee paying the rent and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed hereunder, that Lessee may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Lessor or any persons lawfully claiming through Lessor. Lessor has the right to enter into this Lease and grant Lessee the rights granted hereunder, including, without limitation, the rights in and to Parcel B.

2. The term of this Lease Agreement shall commence on the 15th day of October, 2015 and terminate on the 14th day of October, 2025.

3. Lessee shall pay to Lessor, as total rent for the term of this Lease, the sum of one dollar (\$1.00) per year for ten (10) years, said amount having been heretofore paid in full at the time of execution of the Lease.

4. All payments to Lessor shall be paid at the office of the City Clerk, of the Lessor, as the same may be located from time to time.

5. The Leased Premises shall be used by Lessee only in connection with its operation and function of programs associated with Pace Center for Girls, Inc. (the "Intended Use"). The Lessee shall not sublet any of the Leased Premises or assign this Lease Agreement without the prior express written consent of the Lessor. However, Lessee shall be required to maintain a community board room for the purpose of allowing local community groups to meet at the facility upon advance request if the room is available and it is not disruptive to the operation of the program at that time. If the room is requested after normal operational hours, a fee set by and payable to Lessee may be charged. Additionally, Lessee shall be required to display historic items and photographs concerning the Rigby School (at locations within the Leased Premises which are mutually agreeable to Lessor and Lessee) and conduct tours of the Leased Premises when appropriate.

6. The Lessee will not make or permit to be made any alterations, additions, improvements or changes in the Leased Premises without first obtaining the consent of the Lessor, which shall not be unreasonably withheld or delayed. In no event shall any structural changes or alterations be made in any of the buildings located on these Leased Premises without first obtaining the written consent of the Lessor, which shall not be unreasonably withheld or delayed. A consent to any particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, this restriction against future alterations, additions, improvements or changes. The Lessee shall abide by all laws of the City, State and Federal governments and will further comply with all modifications made to the historical data plans by the Lessor.

7. Lessor shall insure all of the Leased Premises against fire, windstorm and other casualty losses and to pay the premiums for such insurance, and at Lessee's request shall provide evidence of such insurance; provided, however, Lessee shall be liable for its own negligence or willful act, or that of its agents, employees, members or visitors and the Lessor shall have the right of subrogation against the Lessee for any loss occasioned thereby; provided, further, in no event shall the Lessor be required to insure the contents of any building and any personal property owned by the Lessee. ✓

8. In the event the Leased Premises shall at any time be so damaged by fire, the elements or otherwise, so as to render the same untenable, then either Lessor or Lessee may terminate this Lease Agreement within sixty (60) days after the damage or destruction. Lessor may, but shall not be required to, restore the Leased Premises, but shall notify Lessee of its decision on whether to restore, or not, within sixty days after the damage or destruction. If Lessor elects to restore the Leased Premises, such restoration shall be at Lessor's sole expense, ✓

and Lessor's notice to Lessee of such restoration shall include Lessor's best estimate of how long the restoration is anticipated to take.

9. The Lessee shall purchase and maintain at its expense commercial general liability insurance providing coverage for not less than \$1,000,000.00 per occurrence, \$1,000,000.00 general aggregate, \$50,000.00 fire damage (any one fire) and \$5,000.00 medical expenses. Additionally, Lessee shall purchase automobile liability insurance for not less than \$1,000,000.00 combined single limit for bodily injury and property damage. Finally, if applicable, Lessee shall obtain Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than: \$100,000.00 each accident bodily injury by accident, \$100,000.00 each employee bodily injury by disease and \$500,000.00 policy limit bodily injury by disease. Within five (5) days after execution of the Lease, the Lessee shall provide the Lessor with certificates of all above-referenced insurance coverages. 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 Lessor. Lessee shall be required to replace any expired or canceled policies in like amount and coverage, as required in this Lease, and shall promptly provide Lessor certificates of same. Upon request, Lessee shall provide complete copies of the Lessee's insurance policies, forms and endorsements. Lessor shall be listed as a named insured on all policies of insurance and certificates thereof.

10. Maintenance of Leased Premises

A. The Lessee shall maintain all of the structures located on Parcel A of the Leased Premises (including, but not limited to, the parking lot, playground and the interior and exterior of all buildings) in accordance with reasonable standards established by the Lessor from time to time, and published to Lessee. Lessee agrees to expend an amount not to exceed an aggregate amount of Twenty-five Thousand Dollars (\$25,000.00) per lease year (with a maximum of Ten Thousand Dollars per repair / maintenance expense) upon unforeseen/unanticipated repairs or maintenance expenses. If the aggregate cost of annual unforeseen/unanticipated repairs or maintenance exceeds \$25,000.00 in any given lease year, Lessee may terminate the Lease upon thirty (30) days written notice to the Lessor and Lessor shall not be obligated to pay the early termination fee referred to in Paragraph 13 herein.

B. During the term of this Lease, Lessee shall be responsible for mowing the grass and otherwise maintaining the landscaping on Parcel B.

C. Lessor shall be responsible for compliance with any provisions relating to Parcel B which may arise under Lessor's lease therefor. Lessor represents to Lessee that no consent is required to be obtained by Lessor under such lease to permit the granting of rights hereunder to Lessee across such portion of the Leased Premises. Lessor shall provide a copy of its lease for Parcel B to Lessee on or prior to execution of

this Lease, and at Lessee's request will obtain the consent of the owner of Parcel B if Lessee determines in its sole discretion that such consent is required.

11. It is understood and agreed by the parties hereto that Lessor shall not be responsible or liable for any operational maintenance of the Leased Premises by the Lessee and the Lessee shall hold Lessor harmless and free from any and all liability therefor.

12. The Lessee shall at the termination of this Lease Agreement, quietly deliver up and surrender the Leased Premises in good order and condition, reasonable use and ordinary wear and tear or damage by the elements excepted.

13. In the event either parcel of the Leased Premises is determined by the City Commissioners of the Lessor to be needed for some compelling public purpose, the Lessor may cancel this Lease Agreement in its entirety by giving no less than 180 days prior written notice to the Lessee. Notwithstanding the foregoing, the parties acknowledge and agree that the Lessee serves the public interest and an important function in the community, and the Lessor agrees that it shall not exercise the foregoing right of termination unless and until the Lessor has an exigent need for the Leased Premises in order to serve a public purpose that cannot be reasonably met by other means. In addition, the parties acknowledge and agree that Lessee may make unforeseen/unanticipated repairs or maintenance to the Leased Premises and in the event that Lessor exercises its right to terminate this Lease pursuant to this Paragraph, Lessor shall pay to Lessee an early termination fee equal to ten percent (10%) of the total cost of unforeseen/unanticipated repairs or maintenance made by Lessee to the Leased Premises for each year remaining in the Term at the time that Lessor elects to so terminate. By way of illustration—if the Lessor terminates in year four pursuant to this Paragraph, then Lessor will pay to Lessee an early termination fee equal to sixty percent (60%) of the total costs of Lessee's unforeseen/unanticipated repairs or maintenance made to the Leased Premises.

14. This Lease Agreement is predicated upon the premise that the Lessee is a not-for-profit corporation. If at any time during the overall term of this Lease Agreement, the Lessee becomes a for-profit corporation or, after obtaining the necessary approval of the Lessor, sublets or assigns this Lease to any individual, partnership, for-profit corporation or other entity operating on a for-profit basis, then in that event Paragraph three (3) hereof shall immediately be renegotiated. If no mutually acceptable terms can be reached within sixty (60) days of the date of transfer or obtaining for-profit status, then this Lease shall be deemed terminated unless otherwise extended by the Lessor's City Commission and Lessor shall not be obligated to pay the early termination fee referred to in Paragraph 13 above.

15. The Lessor retains all rights, privileges, benefits, limitations and immunity of sovereign immunity. This provision shall be construed broadly in favor of the City.

16. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Lessee 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 Lessee 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.

17. The Lessee 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 16 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.

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

19. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived. This Lease Agreement may be recorded in the public records of Volusia County, Florida.

20. Lessee shall pay all utility deposits and monthly operational charges including, but not limited to, gas, electricity, water, garbage collection, city sewage charges and all other utilities, and City services charges, including telephone charges, used on the Leased Premises at the time of the commencement of the Lease.

21. The Lessor acknowledges and understands that the Lessee's Intended Use is contingent upon funding from the State of Florida. If the Lessee loses all or substantially all of the Lessee's funding from the State of Florida or the state's funding agency, then the Lessee may terminate this Lease and thereby end all its obligations under this Lease.

22. Default

A. If Lessee shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Lessee hereunder for a period of thirty (30) days after notice from Lessor to Lessee in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Lessee shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion) then Lessor shall be entitled to its election (unless Lessee shall cure such default prior to such election) to seek any remedy available to it at law or equity, including the right to terminate this Lease (in which event this Lease shall expire and terminate thirty days from the date specified in such notice of termination, with the

same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease), the right to recover damages and incidental costs arising from such default, or the right to seek specific performance.

B. If Lessor defaults by failure to perform as required under the terms and conditions of this Lease and such default is not cured within thirty (30) days after notice thereof or such shorter period of time as may be reasonable under the circumstances, Lessee shall be entitled to seek any remedy available to it at law or equity, including the right to terminate this Lease, the right to recover damages and incidental costs arising from such default, or the right to seek specific performance.

23. All notices and other communications authorized or required hereunder shall be in writing and shall be given by (a) hand delivered; (b) certified mail, return receipt requested, postage prepaid, or (c) overnight carrier, fees prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed., and sent to the following addresses:

If to Lessor: City of Ormond Beach
Attn: City Manager
P.O. Box 277
Ormond Beach, FL 32175

With a Copy to: City of Ormond Beach
Attn: City Attorney
P.O. Box 277
Ormond Beach, FL 32175-0277

If to Lessee: Pace Center for Girls, Inc.
Attn: Chief Operating Officer
One West Adams Street
Suite 301
Jacksonville, FL 32202

With a Copy to: PACE Center for Girls of Volusia-Flagler
Attn: Executive Director
208 Central Avenue
Ormond Beach, FL 32174

or such other address or addresses as either Lessor or Lessee may hereafter designate by notice to the other party.

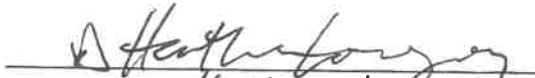
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day first set forth above.

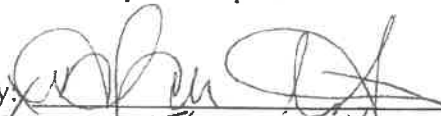
Witnesses:

LESSEE:


Print Name: Ann-Maria Mavengere

PACE CENTER FOR GIRLS, INC., a
Florida non-profit corporation


Print Name: Heather Lovejoy

By: 
Print Name: Theresa Giles
Title: Chief Business Officer

Attest: 
Name: Glenda McClendon
Title: Director of Risk Mgt

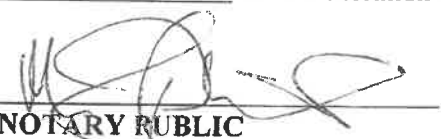
Executed by Lessee this 30 day of June, 2015

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 30 day of JUNE, 2015, by TERESA GILES and GLENDIA MCCLENDON as the authorized agents or officers of **PACE CENTER FOR GIRLS, INC.**, and who are personally known to me or who have produced _____ as identification and did (did not) take an oath.



MICHAEL MACIAS
MY COMMISSION # FF 126481
EXPIRES: May 27, 2018
Bonded Thru Budget Notary Services


NOTARY PUBLIC
Official Seal:

Witnesses:

LESSOR:

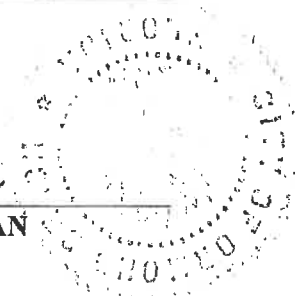
CITY OF ORMOND BEACH

[Signature]
Print Name: Shirley Moss

By: [Signature]
ED KELLEY
Mayor

[Signature]
Print Name: Colby Clement

Attest: [Signature]
JOYCE SHANAHAN
City Manager



Executed by Lessor this 5th day of August, 2015

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by ED KELLEY and JOYCE SHANAHAN, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me and who did take an oath.

[Signature]
NOTARY PUBLIC
Official Seal:



LOIS M. TOWEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE631870
Expires 10/26/2016

EXHIBIT "A"

Parcel A:

The Rigby school property and all buildings located thereon, said property being and lying immediately north of Central Avenue and immediately east of Yonge Street, Ormond Beach, Volusia County, Florida, and further described as Lots 5 and 6 except the westerly 35.10 feet of the northerly 107.72 feet of Lot 5, Block 1, Belden's Subdivision of Melrose, Ormond Beach, according to map in Map Book 2, page 22, Public Records of Volusia County Florida.



RESOLUTION NO. 2015-156

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE PACE CENTER FOR GIRLS, INC.; SETTING FORTH AN EFFECTIVE DATE. *THRU OCT. 2025*

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Lease Agreement between the City and The Pace Center for Girls, Inc. for the purposes stated therein, a copy of said agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 5th day of August, 2015.


ED KELLEY
Mayor

ATTEST:


J. SCOTT MCKEE
City Clerk



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.D.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Yellowstone CPI Rate Adjustment, Athletic Fields		
Recommended Action	Staff is requesting direction from the City Commission on implementation of the CPI rate adjustment to the Yellowstone Landscape athletic fields' maintenance contract.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This item is a request from Yellowstone Landscape for a Consumer Price Index (CPI) rate adjustment to the athletic field maintenance services contract with the City.

The City has had an athletic field maintenance services contract with Yellowstone Landscape since 2015. As a part of that contract, the contractor may petition the City for a rate adjustment.

The contract states, "No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 - June 30 period. The maximum increase for any annual period shall be four percent (4%) which will only apply to the future year; increases will not be retroactive. The adjusted rate, if approved by the City Commission shall take effect on October 1, of the year in which approved."

Per the contract, Yellowstone Landscape submitted a request on May 21, 2025, for rate adjustment for the athletic field maintenance services contract. The adjustment to this contract for FY 2025-2026 would be an additional 2.40% based on the CPI for the period. Staff did not submit this item sooner for approval because additional clarification from the City Commission was needed during the Yellowstone Grounds Maintenance Workshop held on October 8, 2025.

Yellowstone Landscape provides a high quality of work in performing the athletic fields

maintenance for the City of Ormond Beach. Yellowstone is proactive when providing services, responsive to concerns, and willing to take on new projects.

The CPI provision in the current contract contemplates incremental increases in an effort to avoid steep increases at contract renewal, anticipates unknown variables at the time of negotiations, and provides for general increases in the cost of doing business. The current contract is competitively priced such that incremental CPI increases are necessary to avoid a steep market increase upon contract renewal. Based on research with other agencies employing contractors to perform landscape services of this nature. Staff is confident that the current contractual agreement would still be under market value even with the approval of the current CPI request.

Previous Consumer Price Index adjustments:

2022 – 4.00%

2023 – 2.97%

2024 – 2.80%

The primary purpose of the Consumer Price Index (CPI) is to measure inflation and assist in managing costs, ensuring services remain as close as possible to their current value over time. It is not designed or intended to be used as a tool for evaluating or rating a company's performance.

Financial Impact

The contract would increase from \$665,600.35 to \$681,574.76 resulting in an annual increase of \$15,974.41. Funding for this increase was not included in the FY 2025-2026 Budget. If the cost of living request is approved, funding would need to be appropriated from General Fund reserves. This resolution, if adopted, will be an amendment to the current contract.

Citizen Impact

Yellowstone Landscape will continue to effectively provide athletic field maintenance services, allowing both residents and visitors to enjoy the high-quality athletic venues offered by the City of Ormond Beach.

Attachments

1. 25-164 Yellowstone CPI incr Athletic Field (P25-01118G)
2. Yellowstone CPI Request Letter
3. Austin Outdoor (Yellowstone) Athletic Field Contract
4. Exhibits A & B
5. Insurance Certificate

RESOLUTION NO. 2025-164

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

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

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

WHEREAS, the request by Yellowstone amounts to a 2.4% percent increase in rates pursuant to the Agreement, said increase to be effective retroactively to October 1, 2025, and

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

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

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

SECTION ONE. The City Commission hereby authorizes a CPI rate increase of 2.4% for the provision of field maintenance services by Yellowstone, said increase to be effective retroactively to October 1, 2025.

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

APPROVED AND AUTHENTICATED this 21st day of October, 2025.

JASON LESLIE

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk



May 21, 2025

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

Re: City of Ormond Beach Athletic Fields Service Contract

Mike:

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

Thank you for your consideration. Please contact me if you have any questions or discussions on this matter at 407-212-1264 or bweatherby@yellowstonelandscape.com.

Sincerely,

Brian Weatherby

Branch Manager

Yellowstone Landscape - Southeast, LLC_Daytona

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 **Austin Outdoor, LLC** ("Contractor"), 3235 North State Street, Bunnell, FL 32110, 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 Invitation to Bid dated June 12, 2014 ("Athletic Field Maintenance Service, 2014-15"), attached hereto as Exhibit "A", and "Equipment to be Purchased by Austin Outdoor", attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years beginning on April 1, 2015 and will be automatically renewed for 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.
3. **Consideration.**
 - A. Contractor will submit a monthly invoice to the City for Part 1 (Base Bid Schedule) at 1/12 of the cost of the total base bid. Contractor will submit an invoice to the City for Part 2 (Additive Alternate) per unit prices based on actual work performed. Invoices shall be based on the prices set forth on Exhibit "A" and submitted to City at the end of the month. Invoices will be processed by City in a timely manner, and if all conditions of the Agreement have been met, payment will be made to Contractor no later than thirty (30) days after City's approval.
 - B. Contractor shall purchase the equipment "as is" at the prices set forth on Exhibit "B" having a total value of \$89,875.00. For the first twelve (12) months of the Agreement, Contractor's invoices to City shall reflect a credit of \$7,489.58. In the event the Agreement is terminated within the first year, Contractor shall immediately pay City the balance owed for the equipment (\$7,489.58 x the number of months remaining in the first year of the Agreement). The parties agree to execute any and all documents necessary to effectuate the sale of the equipment listed on Exhibit "B".
 - C. Upon termination of the Agreement, City has the option to buy back the equipment listed on Exhibit "B" from Contractor at the fair market value at the time of termination.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**

- (a) 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 without cause with a forty-five (45) 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.

- (b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit(s) 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

Contractor
Austin Outdoor, LLC
Barry Critcher, Business Development Mgr.
3235 North State Street
Bunnell, FL 32110

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in

equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be

reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

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

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors

9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

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

(Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

(d) Excess Liability

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

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

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

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

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
 - (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
 - (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
 - (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include

legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City 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 Agreement to termination for cause by the City.
23. **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 17th day of March, 2015.

Witnesses:

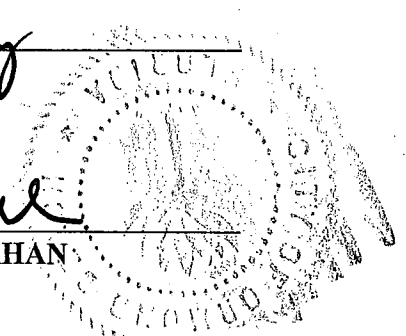
CITY OF ORMOND BEACH

[Signature]
Print Name: Sharon

[Signature]
Print Name: Colby Cilesto

By: [Signature]
ED KELLEY
Mayor

By: [Signature]
JOYCE SHANAHAN
City Manager



DATED this 27th day of March, 2015.

Witnesses:

AUSTIN OUTDOOR, LLC

Lisa Hall
Print Name: Lisa Hall

Christina Franzen
Print Name: Christina Franzen

By: William M. Seltschick
Print Name: William M. Seltschick
Title: President

Attest: Barry Critcher
Print Name: Barry Critcher
Title: BUSINESS DEVELOPMENT MGR

City Of Ormond Beach

Athletic Field Maintenance Service



Proposal



ORIGINAL

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: Athletic Field Maintenance Service

BID NUMBER: 2014-15

BID OPENING DATE & TIME: June 12, 2014 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: May 29, 2014 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: 3235 North State Street

CITY-STATE-ZIP: Bunnell, Florida

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211

FAX NUMBER: 386-437-6072

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)

Barry Critcher

NAME (TYPED)

Business Development Manager

TITLE

06/12/14

DATED

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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.

JESSICA LUNSFORD ACT COMPLIANCE: Bidder will be responsible for compliance with Section 1012.465, Florida Statutes (Jessica Lunsford Act).

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
Athletic Field Maintenance Service
Bid No. 2014-15

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.

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a 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.

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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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City 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 Agreement to termination for cause by the City.

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).

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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 athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School (Jessica Lunsford Act compliance required).

SCHEDULE OF BID:

May 11, 2014

Legal Advertisement

May 29, 2014

Mandatory Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.

June 12, 2014

Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 South 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. Commencement date is planned to coincide with the start of the City's next fiscal year on October 1, 2014.

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 questions 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, paul.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.

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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.

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.

City Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

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.

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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 turf grass 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.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

Supervision - the act, process, or function of supervising.

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.

SCOPE OF WORK AND SPECIFICATIONS – BASE BID ITEMS:

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School.

The proposed contractor will be responsible to maintain and properly care for approximately 71 acres of Bermuda grass. The Contractor shall assume all responsibility for mowing, edging, general clean up, fertilization and pest/fungal/weed control applications to keep the Bermuda sod healthy.

This written scope of services represents the minimum standards required. The ultimate responsibility of the Contractor is to provide Bermuda grass that is at all times attractive and uniformly manicured, which will reflect favorably upon the City and the Contractor.

BERMUDA GRASS MAINTENANCE

1. Ormond Beach Sports Complex – 56 Acres
2. Nova Community Park – 10 Acres
3. South Ormond Neighborhood Center – 2 Acres
4. Ormond Beach Middle School – 3 Acres (Jessica Lunsford Act compliance required)

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Mowing: All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 ¼". The contractor shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings. The contractor will not be allowed to mow when the field is saturated, or the grass is too wet for proper distribution of cuttings. Mowing directions shall be alternated in different directions after each cycle mow. Contractor will be responsible for removing all litter and debris from all Bermuda grass areas prior to each mowing to prevent the scattering of foreign material on the playing surface. Contractor will be responsible for moving any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing, and for replacing those moved objects when mowing the area is completed.

March through October: All Bermuda grass shall be mowed three (3) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

November through February: All Bermuda grass shall be mowed two (2) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

Edging: All Bermuda grass adjacent to paved surfaces, sidewalks, landscape beds and/ or tree ring shall be edged with a blade edger in order to maintain a clean, crisp and consistent edge line and prevent encroachment. Edging shall occur with every mowing.

Clean up: All excessive grass trimmings and clippings will be collected and removed. All sidewalks will be blown off in order to remove all debris generated during the performance of the contract.

Any damage caused by the above maintenance activities (including the irrigation system), shall be repaired by the contractor at no additional cost to the City

Fertilization, Pest and Weed Control: The contractor will be responsible to apply fertilizer, insecticides, and herbicides to ensure the Bermuda grass is healthy, pest and weed free at all times. The chemicals used shall be applied only in accordance with the manufacturer's instructions. All products are to be applied in such a manner as to insure public safety. The vendor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations. The contractor shall be responsible for any damages caused by its spraying or broadcasting.

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.

The contractor shall provide the City Representative with all product MSDS sheets prior to applications. The contractor shall provide a written schedule for staff approval. One approval is granted, the contractor shall provide (24) hour advance notice of their intent to start applications. Signs must be posted after each application identifying the chemicals applied.

Late February or Early March: 15-0-15 50% slow release with 1% Ronstar

60 Days after 1st application: 15-0-15 50% slow release with 1% Ronstar

May: Chipco Choice Slit injection for Mole Crickets

June: 15-0-15

August or September: 15-0-15 50% slow release with 1% Ronstar

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November or December: Blue Tag Winter Rye overseeding (Alternate Bid Item)
December: 15-0-15

AS REQUIRED:

21-0-0, 0-0-62, 6-2-0 Milorganite, Limestone

Herbicides: Q-4, Sencor, Revolver, Speedzone Southern, Certainty

Insecticides: CrossCheck (Bifenthrin), Seven, Advion,

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

SCOPE OF WORK AND SPECIFICATIONS – ALTERNATE BID ITEMS:

IRRIGATION MAINTENANCE

The contractor shall be fully responsible to operate, maintain and adjust the run times of the irrigation controllers to ensure proper watering of all Bermuda grass. The contractor shall be responsible to maintain the entire irrigation system after the pump, backflow or curb stop and after the service panel.

Prior to the commencement of the maintenance program, the contractor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

The contractor shall run every irrigation zone valve twice per month to evaluate each zone for required repair. All repairs shall be made by utilizing the same manufacturer unless otherwise approved by the City. The contractor shall be required to make all repairs within a 24 hour period. Any form of damage to the irrigation system must be reported to the City Representative immediately upon discovery. The contractor will be responsible to document all materials and labor hours required to operate and maintain the irrigation systems.

OVERSEEDING TURF

The Contractor shall over seed all Bermuda grass a minimum of one (1X) time per year, starting in November or December, as approved by the City Representative with Blue Tag Winter Rye. Spread Winter Rye seed at a minimum rate of one (1) LB per thousand feet, spread in both directions to provide uniform coverage.

CORE AERATION /SPIKING OF TURF

The contractor shall core aerate the Bermuda grass a minimum of two (2X) times per year. Core aeration must be done in both directions to provide uniform coverage.

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VERTICAL MOWING

The contractor shall vertical mow the Bermuda grass one (1x) time per year from April to September, in one direction to control mat and thatch build up.

TOP DRESSING

The Contractor shall topdress the Bermuda grass with a 1/8 inch layer of sterile 50/50 premium sand to fill in voids that occur from use of the fields. The City Representative must approve the topdressing material prior to installation. Golf Specialties Inc. is a preferred material supplier (800) 340-8337

TURF RESTORATION

The Contractor shall be responsible for repairing the Bermuda grass by patching small damaged areas that occur during in season leagues to keep the field in optimum condition. The contractor shall remove the sod with the appropriate equipment (sod cutter or Koro), laser grade if necessary and install 419 Bermuda sod. The new sod must be properly rolled with an appropriate weight roller to level repair.

GENERAL MAINTENANCE TASKS

The contractor shall provide a sufficient number of supervised staff, seven (7) days a week, 365 days per year, to complete the maintenance duties as outlined below, or as directed by the City representative. The contractor is solely responsible to complete all tasks in a reasonable amount of time and/or to not disturb the scheduled use of the playing fields or facilities.

Soccer: Currently, we have 9 soccer fields. Each field may have up to 4 smaller soccer fields on each at the Sports Complex

- Initial layout/paint soccer fields for spring and fall seasons
- Paint soccer fields weekly throughout the spring and fall season
- Paint competitive soccer fields throughout the year
- Move soccer goals onto playing fields and sandbag daily
- Prepare soccer fields for games (i.e., install flags and move player benches)
- Inspect soccer nets and re-strap daily
- Remove/replace trash totes from soccer fields for contractor to empty three times per week
- Pickup loose trash on soccer fields daily
- Layout/paint soccer fields for annual tournaments
- Check fields for holes and fill with proper material daily

Football: Currently have 3 Multipurpose Fields at the Sports Complex

- Layout/paint lines and numbers for football field for all users
- Move bleachers into place as needed
- Install football field equipment for all games (i.e. pylons, yard markers, goal pads, player benches)
- Clean stadium bleachers for trash after each game day
- Put down protective carpets for games

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- Remove protective carpets after games
- Clean press box as needed
- Layout and paint Rugby Fields as needed

Parking Lots/Common Areas:

- Pick up trash and debris daily
- Adjust parking curb stops as required
- Check signs
- Wash signs when needed

Playgrounds: Currently we have 2 Playgrounds at the Sports Complex

- Clean up trash daily
- Rake mulch under swings as needed
- Spread and rake sand in sand areas and sandbox as needed
- Blow sidewalks daily
- Empty trash receptacles into totes and place outside playground for contractor
- Check for loose and missing parts of playground apparatus
- Inspect pavers for proper location and reposition as required

Baseball: We currently have 4 Baseball Fields, 5 Batting Cages at the Sports Complex

- Prepare fields and clay for games and practices (i.e., lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Pick up trash daily
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Spread turf as required
- Apply crimson stone to warning tracks as needed
- Spray, remove weeds and edge warning tracks
- Repair fences and backstops as needed
- Inspect and prepare batting cages (i.e., level clay, lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Routinely check pitching mound height to see that it meets proper specifications
- Use backpack blower to eliminate accumulations of clay and turf along radius area weekly
- Inspect bleachers for safety routinely and hidden bee nests
- Provide total support required by Wendelstedt Umpire School
- Re-attach wind screens and batter's eye screens as needed
- Provide support for tournament user groups and organizations to prepare fields in between games
- Inspect and attach rail cap as needed

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T-Ball: Currently have 4 T-Ball Fields at the Sports Complex

- Prepare clay for practices
- Pick up trash daily
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Properly edge and remove vegetation along edges of all base lines and radius
- Blow out dugouts
- Empty trash receptacles into totes and place outside fields for contractor three times per
- Repair fences and backstops as needed
- Inspect bleachers for safety routinely and hidden bee nests
- Spread surface as required
- Apply or spread clay in low areas as needed
- Clean parking lot as needed
- Inspect and attach rail cap as needed

Softball: Currently we have 5 Softball Fields, 1 Batting Cage at the Sports Complex

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Apply or spread clay in low areas as needed
- Pick up trash
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread surface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and surface out of radius area
- Inspect bleachers for safety routinely including hidden bee nests
- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines

Nova Community Center Fields and Amenities: We have 5 Baseball Fields, 5 Batting Cages, 3 Pavilions, Magic Forest Playground, 4 Handball Courts, 5 Tennis Courts, 2 Basketball Courts, Skate Park, interior sidewalks

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash daily throughout the park
- Empty trash receptacles into totes and place outside fields for contractor three times per week

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- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely and hidden bee nests
- Prepare batting cages (i.e. lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Inspect and attach rail cap as needed
- Provide support for tournament user groups and organizations to prepare fields between games
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines
- Inspect and re-attach wind screens as needed
- Roll up windscreens for hurricane season
- Drop and tie windscreens after hurricane season
- Remove any graffiti found on equipment and facilities or repaint if needed
- Rake mulch under swings, slide etc.
- Wipe down picnic tables with cleaner
- Check for loose and missing parts of playground apparatus
- Check decking for trip hazards
- Clean signs
- Remove Downed limbs and branches
- Blow off pavilions, sidewalks, dugouts, parking lots, handball courts, tennis courts and skatepark.
- Replace tennis nets, center straps and basketball nets as needed.

South Ormond Neighborhood Center: Currently have 1 Softball Field, 1 Playground, 1 Basketball Court, 2 Tennis Courts, 2 Soccer Fields, interior sidewalks

- Prepare clay for practices
- Prepare field for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash throughout entire park
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove equipment placed on field by user groups to proper locations
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely, including bee nests

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- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Remove any graffiti found on equipment
- Rake mulch under swings, slide etc.
- Blow off pavilions, sidewalks, dugouts, parking lot and tennis courts
- Replace tennis nets, center straps and basketball nets as needed.
- Initial layout/paint soccer fields for spring and fall season
- Paint soccer fields weekly during spring and fall seasons

Osceola Elementary: Currently have 2 Softball Fields, 4 handball Courts, 2 Tennis Courts, 2 small Basketball Courts, 1 Pavilion

- Prepare clay for practices
- Prepare field for games and practices (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Repair fences and backstops as needed
- Set bases and pitching plates to proper requirements per age group
- Pick up trash
- Wipe down picnic tables with cleaner
- Remove and repaint graffiti on handball courts
- Replace basketball nets, tennis nets and center straps as needed.
- Blow off pavilions, handball, tennis courts

Ormond Beach Middle School: Currently have 1 Football Field, 1 large Multipurpose Field used for Football Practice

- Pick up trash
- Layout/paint lines for football field practices weekly during the season

Other Duties as needed:

- Delivery, setup and removal of bleachers to various locations throughout the city for special events and activities
- Supply support staff for 4th of July Celebration
- Supply support staff for Christmas Parade
- Assistance with City Wide emergencies
- Hurricane preparation for all sports complexes

ADDITIONAL CONTRACT REQUIREMENTS :

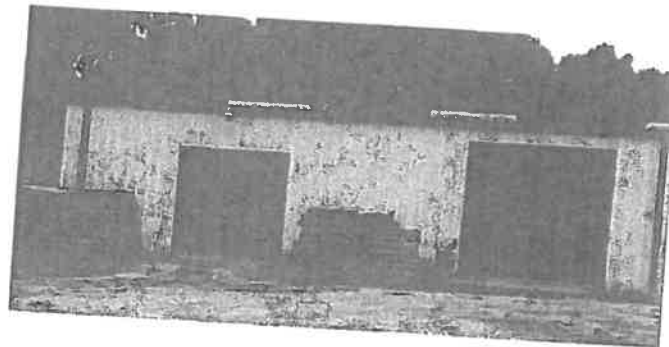
EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its Contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

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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 will be allowed to use half of an existing storage building located at the Ormond Beach Sports Complex. The space is approximately 50' x 50'. If alternate #8 and #9 is awarded, the contractor will be allowed to use the entire building. The Contractor will not be required to pay the City to use the building or pay any monthly utility cost.



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 caused by such fuel or oil spills shall be corrected 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 Representative. 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 Representative).

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all Bermuda grass that is vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of Bermuda grass is due to improper maintenance or irrigation, the Contractor will be responsible for replacing the Bermuda grass at the Contractor's sole expense. City shall be notified of Bermuda grass areas in distress. These grass areas need to be evaluated for plan of action and monitored by Contractor.

SAFETY CONSIDERATIONS: The Contractor is responsible for being in compliance with all OSHA rules and regulations at all times.

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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 efforts of the Bermuda grass. 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 Representative, 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 Representative. 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 athletic field 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 Representative. Contractor will notify the City Representative (via fax, e-mail, text, or in person) when the specified scheduled services are fully completed. This is to allow the City Representative 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 Representative as required to accomplish the City's objectives. All meetings with the City will be at no charge. A **weekly progress meeting is a requirement of this bid.**

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 the City Representative.

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CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The Contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the Contractor obtains prior written approval from the City Representative 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).

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

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days of receipt, 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 without cause with a forty-five (45) 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.

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. 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.

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3. One (1) original letter of interest.
4. Philosophy and general project approach of the firm or individual.
5. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.
6. Provide financial information (Balance Sheet and Income Statement) for 2011, 2012, and 2013.
7. 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
8. List of equipment the bidder possesses.
9. Copy of firm's current Operational Business License renewal.
10. Copy of firm's insurance certificates.
11. 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
12. Drug Free Workplace Certificate

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 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 Insurance, the Bonds (when required), the Project Specifications and/or Drawings, 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.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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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:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

<u>Addendum Date</u>	<u>Addendum Number</u>
May 15, 2014	No. 1
June 2, 2014	No. 2

- (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):

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Part 1 - Base Bid Schedule

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

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Ormond Beach Sport Complex	56	Acres	\$ 5,815.00 Per Acre	\$ 325,640.00
2.	Nova Community Park	10	Acres	\$ 5,815.00 Per Acre	\$ 58,150.00
3.	South Ormond Neighbor Center	2	Acres	\$ 5,815.00 Per Acre	\$ 11,630.00
4.	Ormond Beach Middle School	3	Acres	\$ 5,815.00 Per Acre	\$ 17,445.00
TOTAL BASE BID					\$ 412,865.00 (Figures)
Four Hundred Twelve Thousand Eight Hundred Sixty Five Dollars and Zero Cents					(Words)

Part 2 - Additive Alternate - Amount to be added to the total Base Bid.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Irrigation Maintenance (Labor Cost)	1,000	Man Hrs @	\$ 38.00 Per Man Hr	\$ 38,000.00
2.	Irrigation Maintenance (Material Allowance)	\$7,500	Times	% 20 Equals Markup	\$ 9,000.00
3.	Over-Seeding	71	Acres	\$ 476.00	\$ 33,796.00
4.	Core Aeration	71	Acres	\$ 97.40	\$ 6,915.40
5.	Vertical Mowing	71	Acres	\$ 73.10	\$ 5,190.10
6.	Top Dressing	2,530	Tons	\$ 40.50	\$ 102,465.00
7.	Turf Restoration (3 Pallet Minimum)	100,000	SF	\$.58	\$ 58,000.00
8.	General Maintenance Tasks (Labor Cost)	12,000	Man Hrs @	\$ 29.25 Per Man Hr	\$ 351,000.00
9.	General Maintenance Tasks (Material Allowance)	\$77,000	Times	% 20 Equals Markup	\$ 92,400.00

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Part 3 – City Used Equipment Purchase Option (this will not affect bid award/contract amount)

The City currently owns equipment which is available for purchase by the Contractor who is awarded this Athletic Field Maintenance Service contract. If interested in potential purchase, Bidders may provide a purchase price for any/all of the City owned equipment listed below. Upon contract award, if the price(s) submitted in the Contractor's bid response are acceptable to the City, they will be deducted from the Base Bid for the first year of the contract only (10/1/14-9/30/15).

	Quantity	Unit	Bid Price
1. 1990 Jacobson F-10, 6,335 Hours New reels installed January, 2014	1	Each	\$ 5,155.00
2. 2010 Toro 7 Reel, 653 Hours	1	Each	\$ 20,520.00
3. 2012 Toro 3 Reel, 358 Hours	1	Each	\$ 12,900.00
4. 2011 Toro 3 Reel, 473 Hours	1	Each	\$ 12,000.00
5. 2000 Turfco CR10 Top Dresser	1	Each	\$ 6,300.00
6. 2013 Vicon Fertilizer Spreader	1	Each	\$ 900.00
7. 2012 Toro Cart 123 Hours with 2013 Toro Sprayer	1	Each	\$ 13,400.00
8. 2013 Toro Top Dresser	1	Each	\$ 10,250.00
9. 1988 Aerator	1	Each	\$ 750.00
10. 1998 Verticutter	1	Each	\$ 3,800.00
11. 1991 Ford Tractor, approx. 804 Hours Pulls verticutter and spreader	1	Each	\$ 4,660.00
12. 2013 McClane reel push mower	1	Each	\$ 550.00
13. 2005 John Deere 3225C Reel Mower With approx. 2,470 Hours	1	Each	\$ 7,510.00
14. 2009 Toro Sandpro 2,042 Hours	1	Each	\$ 6,300.00
15. 2013 Toro Cart, 1,356 Hours	1	Each	\$ 10,485.00
16. 1991 Ford Tractor 2,402 Hours	1	Each	\$ 2,875.00
17. 2011 Toro Z Turn 1,131 Hours	1	Each	\$ 4,880.00

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18. 2009 John Deere Z Turn 1,161 Hours	1	Each	\$ 3,400.00
19. 2011 Toro Sandpro 1,473 Hours	1	Each	\$ 6,800.00
20. 1999 Toro Sandpro Hours Unknown	1	Each	\$ 5,500.00
21. 2007 Smithco Drag Machine 1,366 Hours	1	Each	\$ 3,260.00
22. 2012 Generator 10 Hours	1	Each	\$ 300.00
23. 2006 Toro Cart 2,968 Hours	1	Each	\$ 2,470.00
24. 2007 John Deere Cart 3,525 Hours	1	Each	\$ 1,450.00
25. 1991 Ford Bucket Tractor 1,891 Hours	1	Each	\$ 6,160.00
26. 2010 Golf Cart Hours Unknown	1	Each	\$ 750.00
27. 2004 Line Laser	1	Each	\$ 5,500.00
28. 2006 Line Laser	1	Each	\$ 6,300.00
29. 2002 Agrimental Blower Hours Unknown	1	Each	\$ 1,500.00

* To provide the City of Ormond Beach with Bermuda Grass that is healthy and attractive at all times, Austin Outdoor recommends three (3) applications of 21-0-0 at 207 lbs./Acre.
Total: 14,697 lbs./Application = 44,091 lbs. Cost = \$21,405.00

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Austin Outdoor, LLC

called Principal) and

(hereinafter

Aspen American Insurance Company

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State

Texas

Hartford

and authorized to do business in the State of Florida, in the full and just sum of

Five Percent of the Amount Bid Dollars (\$ 5%) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the Athletic Field Maintenance Service - Bid No. 2014-15 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 29th day May, 2014.

Austin Outdoor, LLC

(Principal)

By: [Signature]

ATTEST:

[Signature]

Aspen American Insurance Company

(Surety)

By: [Signature]

Ryan P. Rothrock: Attorney-in-Fact



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;
VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:
Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:
VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed, such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16th day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said company and the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2016

CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29 day of May, 2014

By

Name: Ryan Field, Assistant Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

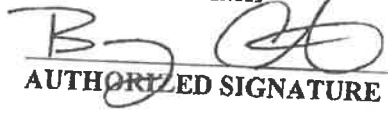
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CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts or property interest 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, contracts or property interest for this project.
- ☐ The undersigned firm has had no litigation on any design 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.

Austin Outdoor, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Barry Critcher

NAME (PRINT OR TYPE)

Business Development Manager

TITLE

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DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BIDS: 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 bid 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 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.

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.



Signature

Barry Critcher

Print Name

Business Development Manager

Title

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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.

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Bid No. 2014-15

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Contractor 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.)

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

\$3,000,001 & over 20% of the Value of the Contract
 [Minimum \$1 Million Each
 Occurrence/\$2 Million General Aggregate]

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

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

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

- (d) Excess Liability

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

C. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

City Registration Requirements

VENDOR/CONTRACTOR doing business within the City Limits must be Registered.

Requirements for registering a business are as follows:

State Certified Contractors – Register with Volusia County Contractor Licensing
OR provide the City with:

- Copy of Business Tax Receipt (in the City where your business is located)
- Copy of State License
- Certificate of Insurance showing General Liability and Workers' Compensation

State Registered Contractors - Must go through Volusia County Contractor Licensing

For more information, contact the City's Permit Manager

Phone: (386) 676-3234
btonline@ormondbeach.org

END OF BID



**City of
Ormond
Beach**

***Proposal for
Athletic Field
Maintenance
Services***

June 2014



June 12, 2014

Purchasing Coordinator
City of Ormond Beach, City Hall
22 South Beach Street
Ormond Beach, FL 32174

Re: Proposal for Athletic Field Maintenance Service (ITB-2014-15)

I am pleased to submit Austin Outdoor's proposal for Athletic Field Maintenance Service for ITB-2014-15. Our full-service approach to maintaining the **City of Ormond Beach's** Athletic Fields, from irrigation monitoring to fertilization applications, are all coordinated to deliver the same high level of quality that Austin Outdoor is proud to produce for the **City of Ormond Beach's** Facilities, Parks and Right of Way since 2012.

As you review our proposal, you'll notice that quality, integrity and detailed planning have helped us build strong relationships and maintain nationally award-winning properties for our clients. We promise to serve our clients effectively by providing:

Crystal-Clear Communication

You want to know what's going on, and our people, systems and policies put communication first.

Proactive Attitudes

Procedures, checklists and training all focus on making sure you don't have to manage our work.

Quality Work

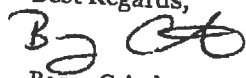
Our experienced staff and integrated approach allow us to find unique solutions to meet your needs.

Please find enclosed:

- Philosophy and Project Approach
- Organizational Chart, with Resumes of the Austin Outdoor Team
- Financial Information for 2011, 2012, 2013
- Past Experience and Similar Projects
- Equipment List
- Insurance Certificates
- Conflict, Non-Conflict of Interest Statement, & Litigation Statement
- Drug Free Workplace Certificate

We certify that the proposal and fee schedule for Athletic Field Maintenance Service (ITB-2014-15) will remain in effect for 120 days after the due date. Thank you for the opportunity to further our mission to *create premier properties and build lasting relationships* with the **City of Ormond Beach**.

Best Regards,


Barry Critcher

www.austinoutdoor.net

EAST CENTRAL FLORIDA
3235 North State Street
Bunnell, FL 32110
386.437.6211

NORTHEAST FLORIDA
6926 Phillips Pkwy Drive South
Jacksonville, FL 32256
904.268.2626

CENTRAL FLORIDA
8011 Osceola Polk Line Rd
Davenport, FL 33896
407.396.0529

SOUTHEAST FLORIDA
2665 SW Domina Road
Port St. Lucie, FL 34953
772.344.2300

Mailing Address
PO Box 849
Bunnell, FL 32110
386.437.5143 Fax



Company Overview

Company Overview

Locations, History, Services & Approach



Local Location

Headquarters/Palm Coast Office

3235 N. State Street • Bunnell, FL 32110
386.437.6211 ph • 386.437.5143 fax

Other Locations Include

Jacksonville, Florida
Port St. Lucie, Florida
West Palm Beach, Florida
Orlando, Florida
Tampa, Florida
Sarasota, Florida

Atlanta, Georgia
Savannah, Georgia
Charleston, South Carolina

Total Number of Employees
800

Overview

How It All Began

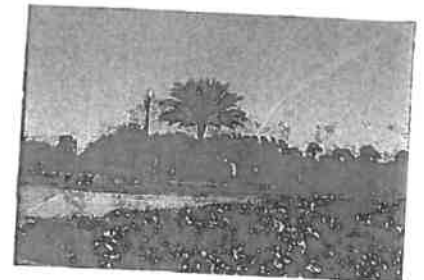
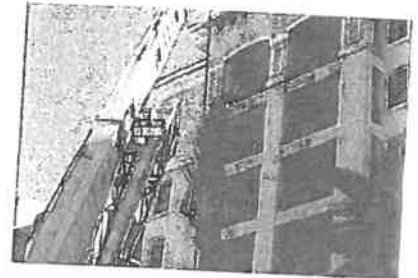
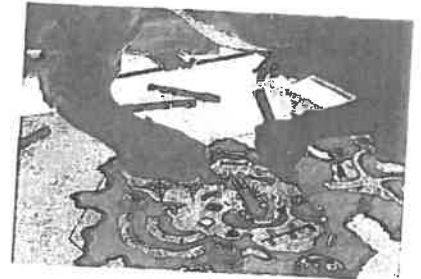
Austin Outdoor was established in 1994 and has since developed a solid reputation as leading landscape professionals. It all began with a single location here in Flagler County and has grown to now include locations across Florida, Georgia, and South Carolina. Each location enables us to manage and enhance a variety of complex landscapes.

Services Offered

Our three distinct landscape divisions – **Landscape Design, Landscape Installation and Landscape Management** – are equipped to handle a wide variety of projects, including streetscapes, planned communities, condominiums, golf clubs, office complexes, retail establishments and resorts. Our company has the ability to handle all aspects of projects from concept to completion.

Approach

Austin Outdoor takes a client-centric, proactive approach when it comes to landscaping. We partner with our clients to fulfill all your landscape needs while providing sustainable landscapes, according to Best Management Practices.



MISSION STATEMENT

Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance client's investments and improve the quality of life.

Our Core

Delivering Our Service Promise



People

At Austin Outdoor, our people make the difference. That's why we go to great lengths to recruit and develop inspired people. Austin Outdoor has over 800 employees.

Vision Statement

Relentless dedication to our Strategic Principle of "Creating premier properties. *Building lasting relationships.*" generates Lasting Value for clients and makes us their company of choice.

Brand Promise

Austin Outdoor is your premier landscaping partner. We will deliver absolutely superior work and treat you as a truly valued client. You can relax because our highly professional team will be extremely responsive to all of your needs, while ensuring that your investment is protected and your property looks great. We will provide a single point of contact offering services from concept to completion. We offer innovative design, years of experience, a full cadre of resources, and an honest passion for creating breathtaking landscapes that are sustainable, showcase the beauty of nature and truly add to the quality of life.

Austin Absolutes

Attitude—Focus on the positive, on what you can do, and not what you can't.

Understanding—Listen, communicate and deliver.

Surpass All Expectations—Meeting expectations is expected; surpassing them will set us apart.

Trust—Trust has to start somewhere. Let it start with you.

Initiative—Own it, really!

Never be Satisfied—Excellence is a journey, not a destination.



AUSTIN ABSOLUTES

The Austin Absolutes were created by our Customer Service Excellence Teams and are the key customer service beliefs, promises and standards that each and every employee of Austin Outdoor must passionately commit to delivering, every single day, for every single client. The Austin Absolutes are based on direct client feedback and the observations of field and business development management.

Exceeding Expectations

By Listening to Our Client's Voice



Each year our clients are asked to spend a few moments responding to a brief online survey and tell us how we are performing in our mission to create premier properties and build lasting relationships.

The survey asks that each client rank Austin Outdoor in the following categories:

Quality of Work

Ability to Meet Expectations

Responsiveness to Individual Needs

Clarity of Information

Level of Respect for You

Overall Satisfaction

It concludes with the simple question:

Would you recommend Austin Outdoor to others?

2014's survey responses are summarized here:

Category	% Positive
Quality of Work	94.8%
Ability to Meet Expectations	93.4%
Responsiveness to Individual Needs	95.1%
Clarity of Information	95.1%
Level of Respect for You	100%
Overall Satisfaction	94.1%
Would Recommend Austin Outdoor	93.9%



Industry Recognition

For Our Premier Properties



PLANET Decade Award

Ocean Hammock; *Palm Coast, Florida; 2010*

PLANET Grand Award

Waldorf Astoria & Hilton of Bonnet Creek; *Orlando, Florida; 2012*
 Pinnacle at Symphony Place; *Nashville, Tennessee; 2011*
 Bella Collina Clubhouse; *Monteverde, Florida; 2010*
 Alfred I. duPont Trust Building; *Jacksonville, Florida; 2009*
 Ginn Residence; *Palm Coast, Florida; 2009*
 Ocean Hammock; *Palm Coast, Florida; 2009*
 The Club at Hammock Beach; *Palm Coast, Florida; 2008*
 The Tesoro Clubhouse; *Port St. Lucie, Florida; 2008*
 Bella Collina; *Montverde, Florida; 2007*

PLANET Merit Award

AAA National Headquarters; *Lake Mary, FL; 2013*
 Technology Park Atlanta; *Peachtree Corners, Georgia; 2013*
 Boeing 787 Assembly Plant; *Charleston, South Carolina; 2012*
 Grand Haven CDD; *Palm Coast, Florida; 2011*
 Yacht Harbor Village; *Palm Coast, Florida; 2011*
 Fleming Island Plantation; *Orange Park, Florida; 2010*
 Reunion Resort & Club; *Reunion, Florida; 2007*
 The Wetbar; *Atlanta, Georgia; 2005*

ABC Award of Excellence

Jim W. Henderson Center; *Daytona Beach, Florida; 2013*
 The Pavilion; *Port Orange, Florida; 2012*
 Alfred I. duPont Trust Building; *Jacksonville, Florida; 2011*

FNGLA Award of Excellence

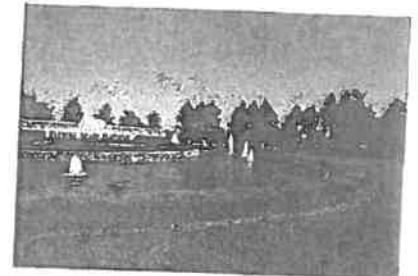
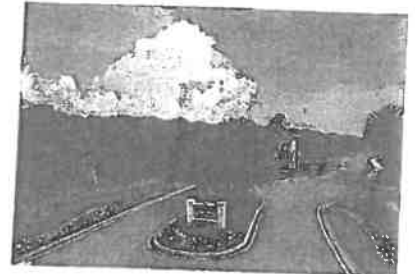
Bella Collina Clubhouse; *Montverde, Florida; 2010*
 Ocean Hammock; *Palm Coast, Florida; 2009*
 Alfred I. duPont Building - Installation; *Jacksonville, Florida; 2009*
 The Club at Hammock Beach; *Palm Coast, Florida; 2008*
 The Tesoro Club; *Port St. Lucie, Florida; 2008*
 The Tesoro Clubhouse - Installation; *Port St. Lucie, Florida; 2008*
 Reunion Resort & Club; *Reunion, Florida; 2007*

FNGLA Floriculture Award

The Tesoro Club; *Port St. Lucie, Florida; 2008*
 Reunion Resort & Club; *Reunion, Florida; 2007*

MALTA Merit Award

The Wetbar; *Atlanta, Georgia; 2005*
 Johns Creek Medical; *Atlanta, Georgia; 2005*



PROFESSIONAL LANDSCAPE NETWORK (PLANET)

National trade association representing more than 100,000 landscape industry professionals.

ASSOCIATED BUILDERS & CONTRACTORS (ABC)

National association that advances the construction industry.

FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION (FNGLA)

Florida's leading green industry trade organization.

METRO ATLANTA LANDSCAPE & TURF ASSOCIATION (MALTA)

Metro Atlanta and Georgia's premier landscape organization.

Austin Outdoor, LLC and Subsidiaries

**Consolidated Balance Sheet
March 31, 2014**

ASSETS	2014	2013	2012
Current assets:			
Cash	\$ 73,633	\$ 87,575	\$ (152,815)
Accounts receivable:			
Trade, net	5,023,818	4,853,407	3,014,125
Other	112,714	76,665	165,212
Prepaid expenses and other	1,040,259	400,705	320,241
Inventories	360,363	260,264	315,868
Costs and estimated earnings in excess of billings on uncompleted contracts	330,690	39,036	34,763
Total current assets	6,941,477	5,717,652	3,697,394
Property and equipment, net	4,315,368	5,054,010	4,563,979
Other long term assets	-	-	-
Debt issuance costs, net	-	156,117	50,744
Due from parent	27,353,560	22,229,940	27,217,189
Identifiable intangible assets, net	7,615,266	9,427,522	10,123,696
Goodwill	11,336,695	11,517,897	9,350,383
Total assets	\$ 57,562,366	\$ 54,103,138	\$ 55,003,385
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current portion, installment and subordinated notes payable	\$ 1,701,000	\$ 1,529,223	\$ 5,218,558
Accounts payable, trade	2,420,876	3,016,147	2,496,917
Accrued compensation and payroll taxes	1,116,559	1,178,464	642,150
Other accrued expenses and payables	1,263,183	227,626	292,830
Deferred revenue	-	197,753	177,834
Billings in excess of costs and estimated earnings on uncompleted contracts	175,332	53,618	24,744
Payable to seller	450,000	966,258	1,310,000
Total current liabilities	7,126,950	7,169,089	10,163,033
Subordinated notes payable	30,000,000	29,718,138	22,644,266
Installment notes payable, less current portion	5,950,000	861,833	866,717
Revolving line of credit	350,000	3,491,018	1,925,000
Payable to seller	-	-	500,000
Total liabilities	43,076,950	41,240,078	36,099,016
Commitments and contingencies	-	-	-
Stockholders' equity:			
Common Equity	28,199,478	28,199,478	16,554,577
Accumulated deficit	(13,714,062)	(15,336,418)	2,349,792
Total stockholders' equity	14,485,416	12,863,060	18,904,369
Total liabilities and stockholders' equity	\$ 57,562,366	\$ 54,103,138	\$ 55,003,385

Austin Outdoor, LLC and Subsidiaries

**Consolidated Statements of Operations
For the Fiscal Years Ended March 31, 2012 to 2014**

	2014	2013	2012
Sales	\$ 56,400,006	\$ 55,446,087	\$ 28,530,740
Cost of sales	45,106,273	43,877,705	21,997,110
Gross profit	11,293,733	11,568,382	6,533,630
Operating expenses:			
General and administrative	7,401,081	8,085,000	4,621,719
Total operating expenses	7,401,081	8,085,000	4,621,719
Net income from operations	3,892,652	3,483,382	1,911,911
Other income (expense):			
Amortization of identifiable intangible assets	(1,812,231)	(1,845,480)	(1,070,692)
Interest expense	(533,166)	(905,901)	(646,129)
Gain on disposal of assets	75,101	17,458	(1,377)
Total other expense	(2,270,296)	(2,733,923)	(1,718,198)
Net income before income tax expense	1,622,356	749,459	193,713
Income tax expense (benefit)	-	-	(725,039)
Net income	<u>\$ 1,622,356</u>	<u>\$ 749,459</u>	<u>\$ 918,752</u>

Fleet & Equipment

Throughout Austin Outdoor's Facilities



Available Fleet/Equipment	Quantity
Mowers (Various Sizes)	250+
Pick-Up Trucks	70+
Irrigation Trucks	20+
Super Lawn Trucks	15+
Water Trucks	2
Other Various Trucks (Including 2 Semi-Trucks)	50+
Miscellaneous Motorized Carts	100+
Various Caterpillar Equipment	30+



NOTE OF INTEREST

Austin Outdoor takes great care when maintaining its fleet and equipment. It ensures all equipment has regularly scheduled preventative maintenance and care.



Approach

The City of Ormond Beach Athletic Field Maintenance

Approach to Scope of Services



The following is an explanation of **Austin Outdoor's** approach to providing turfgrass management services for the **City of Ormond Beach's** Athletic Field Maintenance:

I. TURFGRASS MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing
 - a. All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 1/4". **Austin Outdoor** shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings.
 - b. Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
 - c. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
 - d. **Austin Outdoor** will move any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing and will replace those moved objects when mowing of the area is complete.
2. Edging & Trimming
 - a. **Austin Outdoor** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
 - b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
 - c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
 - d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
 - e. "Hard" edging, "Soft" edging and string trimming shall be performed in conjunction with turf mowing operations.
 - f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.
3. Debris Removal
 - a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
 - b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of **Austin Outdoor**, at no additional expense to the **City of Ormond Beach**.
4. Fertilizer
 - a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
 - b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
 - c. Please see *Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service* attached.

Approach

Page 2



5. Insect, Disease, and Weed Control

- a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Austin Outdoor**.
- b. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- c. **Austin Outdoor** must possess and maintain an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.
- d. Access to a water source on the **City of Ormond Beach's** property must be provided for use in spray applications.

B. Irrigation (contingent upon addition to the scope of services)

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Austin Outdoor** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach**. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Austin Outdoor** will immediately make the necessary repairs and then contact the **City of Ormond Beach**.

II. ADDITIONAL SERVICES

- A. **Austin Outdoor** will provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements over and above the Contract Performance Specifications at an additional charge with written approval from an authorized management representative of the **City of Ormond Beach**.

III. PERSONNEL

- A. **Austin Outdoor** will provide all labor, transportation and supervision necessary to perform the work described herein.
- B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- C. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.
- D. **Austin Outdoor** recognizes that its personnel are perceived as representatives of the **City of Ormond Beach** while on the **City of Ormond Beach's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
- E. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach**.
- F. **Austin Outdoor** may utilize qualified subcontractors at any time during the agreement period (e.g. palm pruning, mulch, and irrigation).
- G. All work performed by **Austin Outdoor** will be coordinated with the **City of Ormond Beach** to minimize disruption and to maximize safety to people and vehicular traffic on the property.



IV. AUSTIN OUTDOOR'S VEHICLES AND EQUIPMENT

- A. **Austin Outdoor** service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- B. All **Austin Outdoor** vehicles must operate in a safe and courteous manner while on the **City of Ormond Beach's** property. Pedestrians have the right-of-way, and service vehicles are expected to yield.
- C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- D. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

V. ADDITIONAL PROVISIONS

- A. Property inspections will be conducted regularly by an authorized **Austin Outdoor** representative. **Austin Outdoor** will document and correct any turfgrass issues or deficiencies immediately and provide a status update for work requiring a longer period to accomplish.
- B. **Austin Outdoor** will provide the **City of Ormond Beach** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service



In accordance with our industry's Best Management Practices, we propose the following chemical program for your Athletic Fields:

Round 1

Application Period: March 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 2

Application Period: May 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 3

Application Period: May
Product: Chipco Choice Slit Injection

Round 4

Application Period: June 15th
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 5 - AUSTIN OUTDOOR RECOMMENDS

Application Period: July
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 6

Application Period: August 15th
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 7 - AUSTIN OUTDOOR RECOMMENDS

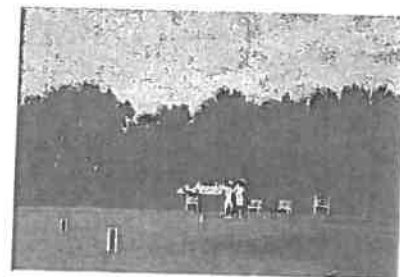
Application Period: September
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 8 - AUSTIN OUTDOOR RECOMMENDS

Application Period: October
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 9

Application Period: December
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre



TOTAL MATERIAL

15-0-15 with Ronstar	30,246 lbs
15-0-15	20,164 lbs
21-0-0	44,091 lbs

Fertilization and Chemicals

Professional, Responsible Solutions



Fertilization and chemicals are often times fundamental to the health of a landscape. Austin Outdoor's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.

Fertilization

Our fertilization programs are customized for each property. After all, each property has its own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and athletic fields, our knowledge is extensive, and we apply what we've learned on every property we service.

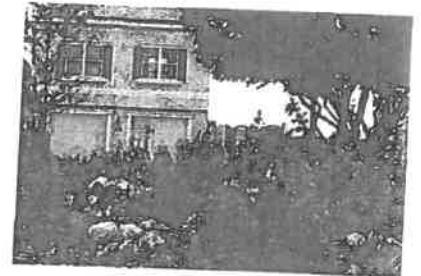
Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off
- Nutrient Management—we provide nutrient's based on the plant's need
- Follow State, County and City Best Management Practices to prevent pollution of water sources



Plan for Success

The Maintenance Service Transition



Prepared for **City of Ormond Beach - Athletic Field Maintenance Service**

30 Day Plan:

- ☐ Meet with the Director to review 30 – 60 – 90 Day Plan
- ☐ Review overall conditions of all Athletic Fields with Director
- ☐ Discuss upcoming special events, games, etc. and adjust schedule accordingly
- ☐ Take soil samples of all Athletic Fields
- ☐ Adjust turf treatments based on previous applications and soil test
- ☐ Immediately begin mowing the fields
- ☐ Identify any safety hazards and correct immediately
- ☐ Identify preventative maintenance measures and act upon immediately
- ☐ Identify and report any needed repairs to the facilities and grounds
- ☐ Identify areas for sodding
- ☐ Spot treat weeds in turf and in bed spaces
- ☐ Begin weed control program in infield, sidewalks, parking lots etc
- ☐ Complete an irrigation audit of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Discuss any further areas of concern with the Director

60 Day Plan:

- ☐ Continue irrigation maintenance and inspections
- ☐ Continue all inspection as listed above
- ☐ Continue RoundUp applications throughout property
- ☐ All procedural maintenance to Athletic Fields
- ☐ Discuss options to improve "curb appeal" in high profile areas
- ☐ Walk Athletic Fields with Director to evaluate improvements

90 Day Plan:

- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue RoundUp applications throughout property
- ☐ Continue all procedural maintenance items
- ☐ Assess results from actions taken in 30 day and 60 day plans.
- ☐ Walk Athletic Fields with Director to evaluate improvements





Documents

Business Tax Receipt

The City of Ormond Beach



Please Remember:

- to renew by September 30 every year to avoid penalties;
- to notify us if your business changes name, owner, and/or location;
- to provide us up-to-date State license information and/or insurance coverage (if required).

Thank you for doing business in Ormond Beach!

14-10640

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32176-0277
386-676-3233 or blonline@ormondbeach.org

Fee: \$25.00
Valid 6/04/14 - 9/30/14

Classification Comments/Restrictions

SPECIALTY CONTRACTOR
IRRIGATION SPECIALTY CONTRACTOR

AUSTIN OUTDOOR, LLC
P.O. BOX 849
BUNNELL FL 32110

Location / Phone

1 OUTSIDE CITY OF ORM BCH
(386) 437-6211

BUSINESS REGISTRATION

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so

Business Tax Receipt

Flagler County



Flagler County Business Tax Receipt

2013-14

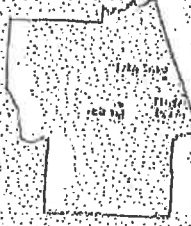
THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No. 3166

Business Type: LAWN CARE

Business Address: 3235 N STATE ST
BUNNELL FL 32110

AUSTIN OUTDOOR INC
AUSTIN OUTDOOR LLC
PO BOX 849
BUNNELL FL 32110



PAID: 9401146.0001 9/28/2013 \$220.00

County \$76.00

CITY OF BUNNELL \$93.00

CITY OF BUNNELL FIRE INSP \$50.00

Penalty \$0.00

Valid until 8/30/2014

CITY OF BUNNELL
PO Box 766
Bunnell, FL 32110
386-437-7616
www.bunnellcity.us

CITY OF BUNNELL
FIRE INSP
PO Box 766
Bunnell, FL 32110
386-437-7616
www.bunnellcity.us

Flagler County Tax Collector
Suzanne Johnston
1769 E. Moody Blvd., Suite 102, Bunnell, FL 32110
(386) 313-4160
www.flaglertax.com

Business Tax Receipt

The City of Daytona Beach



THE CITY OF DAYTONA BEACH BUSINESS TAX # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

AUSTIN OUTDOOR, LLC
500 FENTRESS BLVD
LANDSCAPE/GARDENER

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2014	VALID TO
10/01/2013	DATE PAID
\$25.00	AMOUNT PAID

1210 LANDSCAPE GARDNER

AUSTIN OUTDOOR, LLC
P.O. BOX 849
BUNNELL, FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



AUSTIN OUTDOOR, LLC
600 FENTRESS BLVD

THE CITY OF DAYTONA BEACH

Receipt # WEB-08316

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

1210 08/08/2013 LANDSCAPE GARDNER

BUSINESS TAX # BT-72325

Fees Paid: 25.00
Paid By: Dolores Maw 25.00

Date Paid: October 01, 2013
Pay Method: CREDIT 974347
Collected By: EPRS

TAX RECEIPT

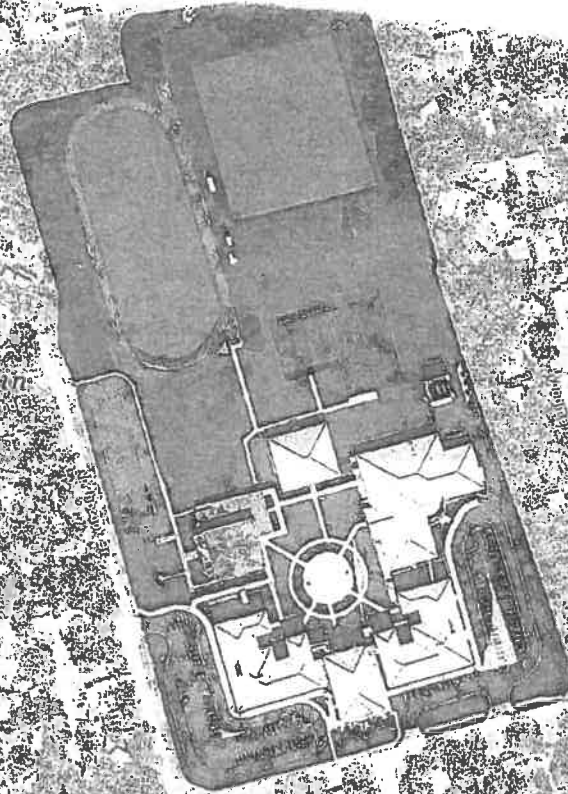
Chronology action: 10/11/2013 by G.L.D

Ormond Beach Middle School Landscape Management Schedule

June, 2014

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.
- Remove excessive grass clippings & trimmings and blow off all sidewalks.
- Remove litter & debris from fields at each visit.



Fertilization & Weed Control

A minimum of 8 fertilizations, combined with pre-emergent herbicide.

May application of Chipco Choice SL Injections for mole crickets.

Insecticide applications as required.

Fungicide applications as required.



South Ormond Neighborhood Center

Landscape Management Schedule

June, 2014

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.
- Remove excessive grass clippings & trimmings and blow off all sidewalks.
- Remove litter & debris from fields at each visit.



Fertilization & Weed Control

A minimum of 8 fertilizations, combined with pre-emergent herbicide.

May application of Chipco Choice Slit Injection for mole crickets.

Insecticide applications as required.

Fungicide applications as required.



Ormond Beach Sports Complex, (Airport)

Landscape Management Schedule

June, 2014

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.
- Remove excessive grass clippings & trimmings and blow off all sidewalks
- Remove litter & debris from fields daily.



Fertilization & Weed Control

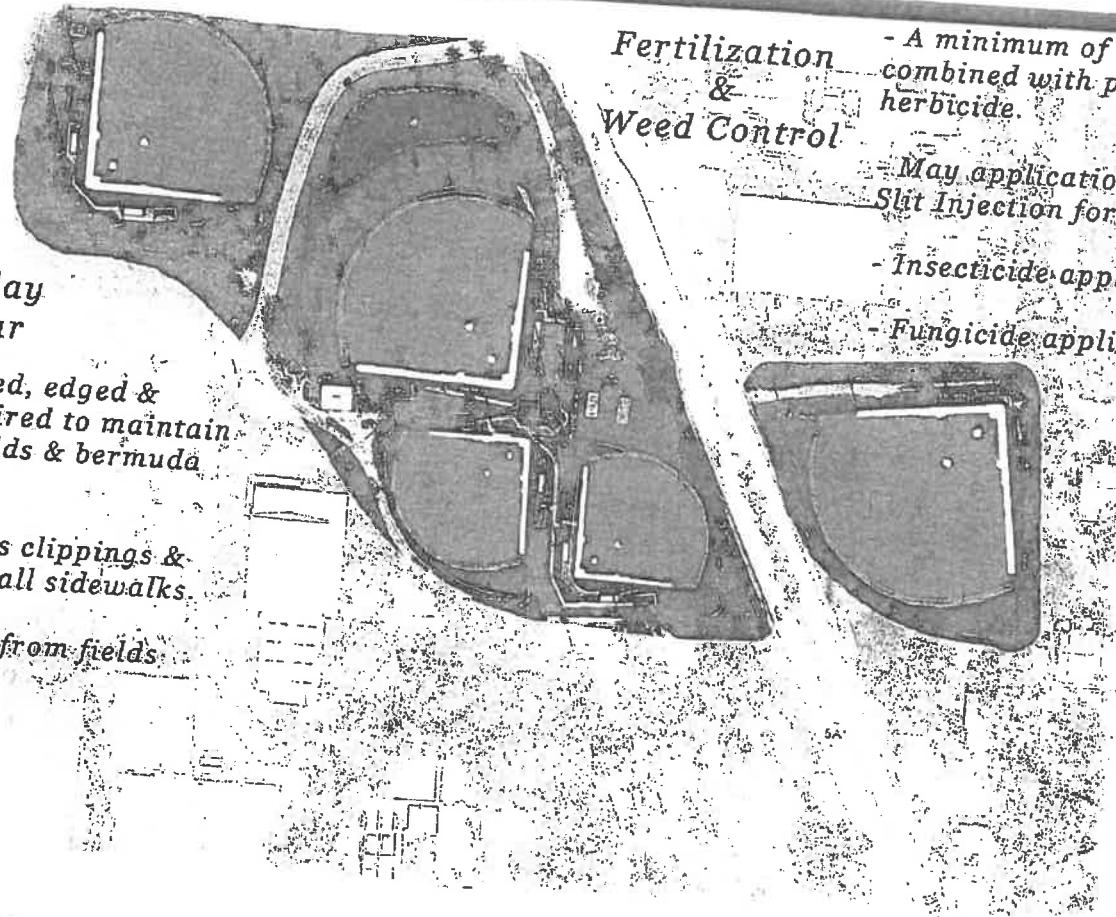
- A minimum of 8 fertilizations, combined with pre-emergent herbicide.
- May application of Chipco Choice Slit Injection for mole crickets.
- Insecticide applications as required.
- Fungicide applications as required.



Nova Community Park

Landscape Management Schedule

June, 2014



Fertilization & Weed Control

- A minimum of 8 fertilizations,
combined with pre-emergent
herbicide.

- May application of Chipco Choice
Slit Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.

Monday - Friday 52 Weeks/Year

- All fields will be mowed, edged &
string-trimmed as required to maintain
professional quality fields & bermuda
grass.

- Remove excessive grass clippings &
trimmings and blow off all sidewalks.

- Remove litter & debris from fields
daily.



EXHIBIT "B"

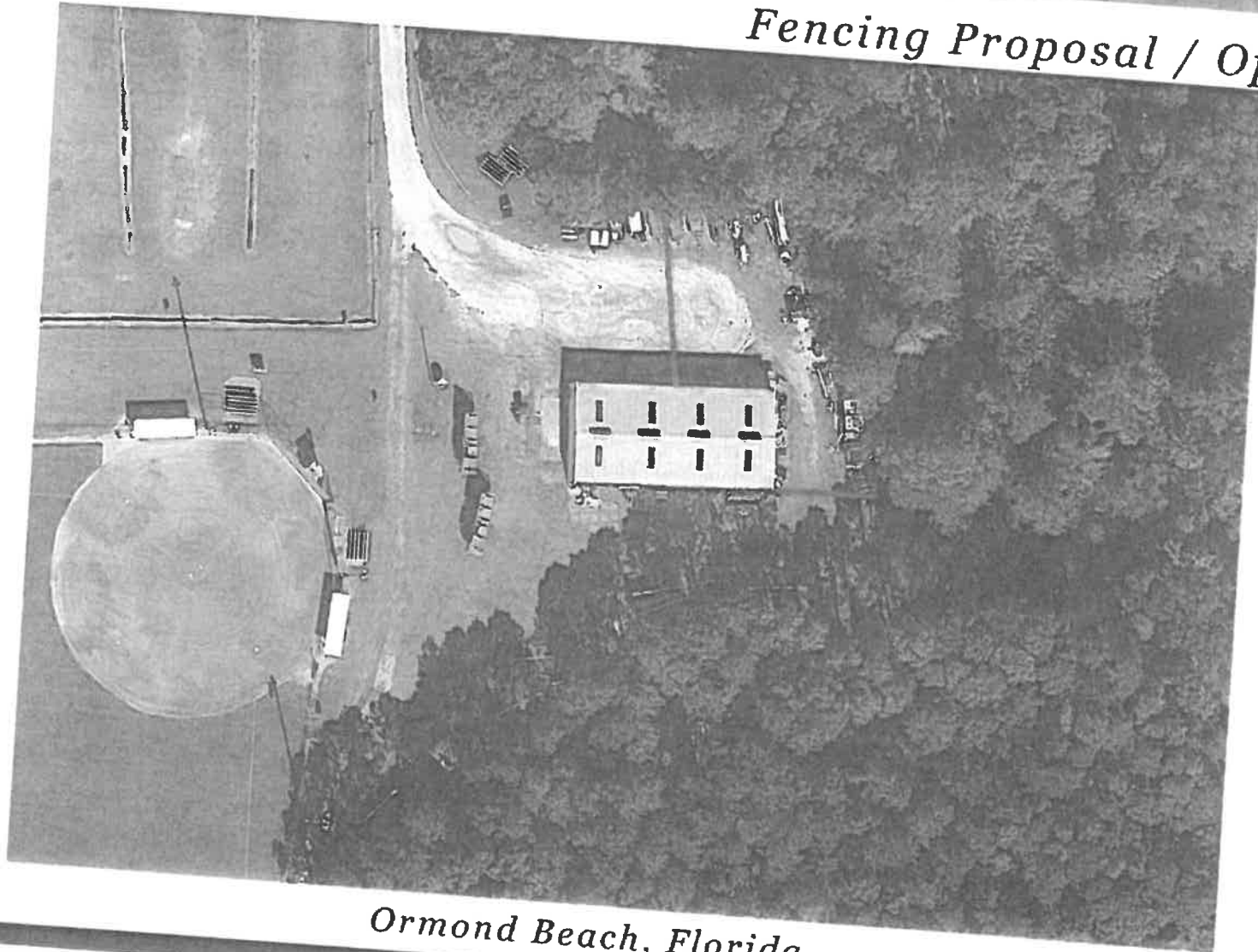
Equipment to be Purchased by Austin Outdoor

Equip. #	Description	Serial Number	Meter Reading	Bid Price
504	2012 TORO CART			
e 512	2013 TORO SPRAYER	312000191	0	\$13,400
573	1990 JACOBSEN F-10	313000129	0	incl
E 523	1998 GOOSEN Verticutter VV-1	70502 2564	6,419	\$5,155
e 546	2005 JOHN DEERE 3225C	00232	0	\$3,800
e 560	2012 TORO Reel Master	TC3225C020222	2,543	\$7,510
e 564	2011 TORO Reel Master	312000204	652	\$12,900
e 565	2010 TORO Reel Master	311000171	628	\$12,000
E 581	2011 TORO Z Master	310000177	1,910	\$20,520
e 583	2009 JOHN DEERE Z TURN MOWER	310000250	1,345	\$4,880
e 595	2013 VICON SPREADER	TCZ850A020014	1,185	\$3,400
E 648	1988 RYAN AERATOR 5443178810	21028	0	\$900
561	1991 FORD TRACTOR	128585	0	\$750
E 415	Turfco Topdresser	BC85297		\$4,660
		A90661	0	\$6,300
				\$96,175

Of Ormond Beach

EXHIBIT "C" Apr

Fencing Proposal / Option 1



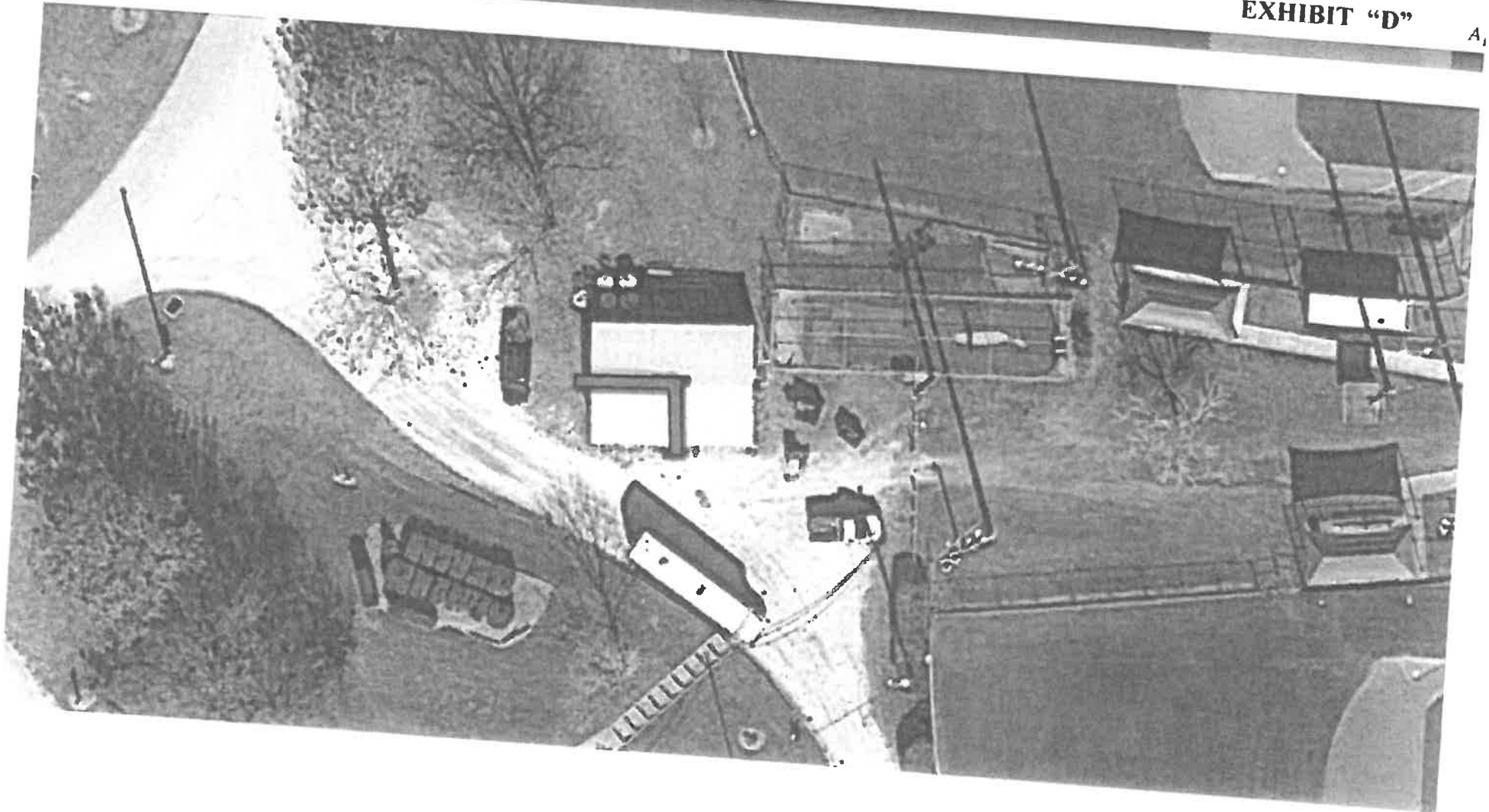
Ormond Beach, Florida



' OF ORMOND BEACH

EXHIBIT "D"

A₁



Ormond Beach, Florida

AUSTIN
OU
a 1978



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2026

3/25/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation INSURER B: ACE Property and Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15105 20699
---	--	---------------------------------

COVERAGES**CERTIFICATE NUMBER:** 19525393**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide&Herbicide ☒ SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - \$1M x \$1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N	LDS4066360	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION** See Attachments**19525393**City of Ormond Beach
399 North US 1
Ormond Beach FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscaping Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC
Gleason Johndrow Landscaping, LLC
Davis Landscape Company LLC

Townscapes, LLC
Green Pastures Landscape Company, LLC
Northwest Landscaping, LLC
Greenery NYC, Inc
Elegant Lawn Care, LLC
Rainmaker Irrigation & Landscaping, LLC
Boren's Grass Groomers, LLC
Frank Carson Landscape & Maintenance, LLC
Green Earth Inc. (effective 5/1)



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.E.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Yellowstone CPI Rate Adjustment, Grounds Maintenance		
Recommended Action	Staff is requesting direction from the City Commission on the implementation of the CPI rate adjustment to the Yellowstone Landscape grounds maintenance contract.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This item is a request from Yellowstone Landscape for a Consumer Price Index (CPI) rate adjustment to the grounds maintenance services contract with the City.

The City has a grounds maintenance services contract with Yellowstone Landscape since 2012. As a part of that contract, the contractor may petition the City for a rate adjustment.

The contract states, "No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 - June 30 period. The maximum increase for any annual period shall be four percent (4%) which will only apply to the future year; increases will not be retroactive. The adjusted rate, if approved by the City Commission shall take effect on October 1, of the year in which approved."

Per their contract, Yellowstone Landscape submitted a request on May 21, 2025, for rate adjustment for the grounds maintenance services 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, mulch re-surfacing, and pest control and prevention. The adjustment to this contract for FY 2025-2026 would be an additional 2.40% based on the CPI for the period.

Staff did not submit this item sooner for approval because additional clarification from the City Commission was needed during the Yellowstone Grounds Maintenance Workshop held on October 8, 2025. Yellowstone Landscape provides a high quality of work in performing the landscaping and grounds maintenance services for the City of Ormond Beach. Yellowstone is proactive when providing services, responsive to concerns, and willing to take on new projects.

The CPI provision in the current contract contemplates incremental increases in an effort to avoid steep increases at contract renewal, anticipates unknown variables at the time of negotiations, and provides for general increases in the cost of doing business. The current contract is competitively priced such that incremental CPI increases are necessary to avoid a steep market increase upon contract renewal. Based on research with other agencies employing contractors to perform landscape services of this nature. Staff is confident that the current contractual agreement would still be under market value even with the approval of the current CPI request.

Previous Consumer Price Index adjustments:

2022 – 4.00%

2023 – 2.97%

2024 – 2.80%

The primary purpose of the Consumer Price Index (CPI) is to measure inflation and assist in managing costs, ensuring services remain as close as possible to their current value over time. It is not designed or intended to be used as a tool for evaluating or rating a company's performance.

Financial Impact

If the CPI adjustment is approved, the contract would increase from \$1,994,554.69 to \$2,042,424 resulting in an annual increase of \$47,869.31. Funding for this increase was not included in the FY 2025-2026 Budget. If the cost of living request is approved, funding would need to be appropriated from General Fund reserves. This resolution, if adopted, will be an amendment to the current contract.

Citizen Impact

Yellowstone Landscape will continue to provide consistent and high-quality grounds maintenance services throughout the City for all residents and visitors to enjoy.

Attachments

1. 25-165 Yellowstone CPI incr Ground Maint (P25-0119G)
2. Yellowstone CPI Request Letter
3. Yellowstone Grounds Maintenance Agreement (6)
4. Insurance Certificate

RESOLUTION NO. 2025-165

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

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

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

WHEREAS, the request by Yellowstone amounts to a 2.4% percent increase in rates pursuant to the Agreement, said increase to be effective retroactively to October 1, 2025, and

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

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

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

SECTION ONE. The City Commission hereby authorizes a CPI rate increase of 2.4% for the provision of grounds maintenance services by Yellowstone, said increase to be effective retroactively to October 1, 2025.

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

APPROVED AND AUTHENTICATED this 21st day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



May 21, 2025

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

Re: City of Ormond Beach Grounds Maintenance Service Contract

Mike:

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

Thank you for your consideration. Please contact me if you have any questions or discussions on this matter at 407-212-1264 or bweatherby@yellowstonelandscape.com.

Sincerely,

Brian Weatherby
Branch Manager
Yellowstone Landscape - Southeast, LLC_Daytona

**Agreement with Austin Outdoor, LLC
for Grounds Maintenance Services**

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC**, P.O. Box 849, Bunnell, FL 32110, ("Contractor"), and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following.

1. **Scope of Work.** The document entitled "Invitation to Bid [Grounds Maintenance Services-Facilities, Parks & Right of Ways, Bid No. 2012-10]", attached hereto as Exhibit "A" is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** The initial term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2012 through September 30, 2015; and will be automatically renewed for additional one (1) year periods on October 1st of each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.** The Contractor shall provide the equipment and perform the services at the prices described in Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.
4. **Termination of Agreement.** This section is supplemental to Exhibit "A".
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Isaac D. Turner, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor
William M. Dellecker, President
Austin Outdoor, LLC
P.O. Box 849
Bunnell, FL 32110

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

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

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

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

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

noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$3,000,001 & over

20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

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

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

- (d) **Excess Liability**

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

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

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

18. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be

required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on all policies of insurance and certificates thereof.

19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment

proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

DATED this 19th day of June, 2012.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: Shamess

By: [Signature]
ED KELLEY
Mayor

[Signature]
Print Name: Colby Culento

Attest: [Signature]
JOYCE SHANAHAN
City Manager

DATED this 2nd day of July, 2012.

Witnesses:

AUSTIN OUTDOOR, LLC

[Signature]
Print Name: BARRY CRITCHER

By: [Signature]
Print Name: William M. DeHecken
Title: President

[Signature]
Print Name: David Groleau

Attest: [Signature]
Print Name: AL LALONDE
Title: CHIEF FINANCIAL OFFICER



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Grounds Maintenance Services – Facilities, Parks & Right of Ways
BID NUMBER: 2012-10
BID OPENING DATE & TIME: April 25, 2012 at 10:00 A.M.
BID OPENING LOCATION: 2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street
PRE-BID MEETING DATE & TIME: March 21, 2012 at 2:00 P.M. – Mandatory
PRE-BID MEETING LOCATION: Training Room at Human Resources Office, City Hall

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

BIDDER'S NAME: Austin Outdoor, LLC

BIDDER'S MAILING ADDRESS: PO Box 849

CITY-STATE-ZIP: Bunnell, FL 32110

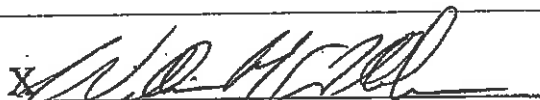
F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211

FAX NUMBER: 386-437-5143

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

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


AUTHORIZED SIGNATURE (MANUAL)

William M Dellecker

NAME (TYPED)

President

TITLE

4/23/2012

DATED

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S..

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of One Hundred and Twenty (120) days unless otherwise specified.

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

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for One Hundred and Twenty (120) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

CITY OF ORMOND BEACH

INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY

Bid No. 2012-10

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

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

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

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

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

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

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

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional grounds maintenance services throughout the entire City of Ormond Beach (Zones 1 through 4) for all facilities, parks and rights of way.

SCHEDULE OF BID:

<u>March 11, 2012</u>	Legal Advertisement
<u>March 21, 2012</u>	Mandatory Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.
<u>April 25, 2012</u>	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of three (3) years starting on the commencement date and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms.

CITY OF ORMOND BEACH
INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

BID DELIVERY: Submit one (1) signed and unbound original Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

TECHNICAL QUESTIONS: Submit all technical questions regarding this Bid to the City's Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, macdonald@ormondbeach.org.

REJECTION RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of proposals.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

BIDS TO BE IN EFFECT: Each Bid shall state that it is valid for a period of not less than one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Contractor doing work for the City of Ormond Beach, on City property shall be registered to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such insurance as is required by City ordinance, which shall be incorporated in and made part of the contract documents. This proof of insurance will be required prior to commencement of any on-site work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Annual - A plant that lives for only a year.

Authorized Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

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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.

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Shrub - a self-supporting woody perennial plant normally growing to a height of twenty-four (24") inches or greater and characterized by multiple stems and branches continuous from the base.

Sucker Growth - a shoot or stem that arises from the roots or trunk bases of a tree or shrub.

Supervision - the act, process, or function of supervising.

Top Soil - a medium composed of naturally occurring mineral particles and organic matter which provides physical, chemical and biological properties necessary for plant growth.

Tree - any living self-supporting woody plant which locally grows to an overall height of fifteen (15) feet or greater with a minimum crown spread of fifteen (15) feet or greater and which has a trunk which can be maintained with over five feet of clear trunk.

Turf Grass - any member of the very large grass family (Poaceae or Gramineae). Any area planted with lawn grasses.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

Weed - any plant that is unwanted and a nuisance in the context of a particular environment, whether it be a garden, a cultivated field, a pasture or in natural woodland or forest.

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing machinery, equipment, tools, all materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and required in these specifications.

MAINTENANCE CLASSES: Staff has designated all locations within this bid as one of the following service classes or what we refer to as "level of finish". The more site visits performed, the higher level of finish is expected for a site with that designation.

Each class typically represents the frequency of turf grass mowings / cuts unless otherwise noted in the chart and other landscape related maintenance tasks such as pruning of trees, shrubs and groundcovers as needed or as specified in this bid document. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits etc. must be performed with every scheduled site visit.

Example #1: Granada Medians – Class "A" requires 39 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

Example #2: - Vining Court – Class "A" requires 0 turf grass mowings and 39 landscape maintenance visits to accomplish the above written tasks.

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Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first thirty (30) visits of the season are to occur every seven (7) days starting March 14th. The final nine (9) visits are to occur every fourteen (14) days (November 1st to March 13th).

Class "B" Maintenance

Number of Site Visits: A total of twenty-nine (29) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first two (2) visits of the season are to occur every fourteen days starting on April 1st. The next seventeen (17) visits of the season are to occur every seven (7) days (May 1st to August 31st). The next six (6) visits are to occur every fourteen (14) days (September 1st to November 30th). The final four (4) visits are to occur every thirty (30) days (December 1st to March 31st).

Class "C" Maintenance

Number of Site Visits: A total of sixteen (16) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first ten (10) visits of the season are to occur every fourteen days starting April 1st. The final six (6) visits are to occur every thirty (30) days (September 1st to March 1st).

Class "D" Maintenance

Number of Site Visits: A total of eleven (11) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The eleven (11) visits are to occur approximately every thirty (33) days.

The following maintenance activities will occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass area, parking area, sidewalks mulched landscape areas and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds, tree limbs, etc. from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state and local laws, rules and regulations.

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MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shouldn't be allowed to reach a height of six (6") inches or more unless otherwise requested by the City. The minimum turf grass mowing heights are as follows:

St. Augustine – 3" minimum mowing height

Empire Zoysia – 2" minimum mowing height

Argentine Bahia – 3" minimum mowing height

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Granada Boulevard, US1, Nova Road and A1A. Mowing of wet turf grass shall be avoided unless permission is authorized by City staff. Contractor shall leave surrounding area(s) in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains per City Ordinance, Section(s) 10-8 and 10-9.

PRUNING OF SHADE AND ORNAMENTAL TREES: Trees are to be pruned to maintain their natural shape and form by cutting any limb or "flag" that creates an odd shape or appearance. Dead, dying, diseased, sucker growth, and weak branches shall be removed to maintain a minimum 7'6" clear trunk height to provide unimpeded pedestrian or vehicular use of the sidewalks, roadways, parking areas, turf grass areas, planting beds, playgrounds and to provide visibility to all traffic devices and business identification signage.

All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards.

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Crape myrtle trees are not pruned within the City limits and are not part of this bid. However, the contractor is responsible to remove all sucker growth that occurs between the rootball and bottom of the tree canopy.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor will also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements, if needed (see ornamental pruning specifications). The Maximum shrub height if found within sight distance triangles is 2'-6".

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses and unwanted plant growth shall be removed from all mulched planting areas by hand pulling to removing the entire root system, or by herbicide spraying to effectively kill the entire root system of unwanted plant material. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor is responsible to remove and dispose of all dead ornamental trees, shrubs and ground cover during each scheduled visit. The contractor is responsible to notify staff to determine if a replacement is necessary.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

The following maintenance specification and schedules must be adhered to during this maintenance contract:

TURF GRASS FERTILIZATION (St. Augustine and Empire Zoysia): All turf grass shall receive four (4) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized four (4) times per year and no more than one (1) pounds of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash will be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and September.

SHADE AND ORNAMENTAL TREE FERTILIZATION: All trees shall be fertilized one (1) time per year in early Spring with a balanced, slow release fertilizer, including minors at a rate of one (1) lbs per inch of caliper measured at DBH (4.5' above rootball).

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PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and September. Broadcast the fertilizer under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) times per year in March with a heavy application of a balanced, slow release fertilizer, including minors. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting on-top of mulch will not be allowed unless approved by City staff.

DISEASE & INSECT CONTROL: Contractor is responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations will be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records will be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City Contract Manager. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Ormond Beach Building and General Inspections Division.

HERBICIDES: Herbicide(s) may be used only with the prior written approval of the City and only in those areas authorized by the City staff. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and be competent to recommend appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be State Licensed to apply herbicides, and a copy of that license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas will be replenished once a year during the winter months of November to March. The Contractor will properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes (per City Landscape Architect direction), raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks, removing all weeds and dead plant materials prior to top-coating existing mulch areas with grade "A" shredded cypress hardwood mulch with pre-emergent. The Contractor shall replace areas where wash out occurs due to storms on an as-needed basis and the repair work will be billed as an extra work item. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

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PLANT MATERIAL PRUNING SPECIFICATIONS AND SCHEDULE:

SHADE AND ORNAMENTAL TREES: Contractor will be responsible to prune all trees within the locations listed in this bid document. All pruning shall be performed in accordance with the latest approved ANSI - A300 pruning standards. Contractor will not be responsible to prune trees above a 15' height limit. Some of the most common trees are listed below:

Crape Myrtles: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6". We do not cut back or tip our Crape on a yearly basis.

EP / Dahoon Hollies: Prune to keep a loose natural form by removing any branches that take away from the natural oval shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". DO SHEER INTO A TIGHT TOPIARY SHAPE.

Elm Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Maple Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oaks Species: Remove crisscross, dead, broken branches, sucker growth and maintain a minimum clear trunk height of 7'6".

Oleander Standard Species: Prune to keep a loose natural form by removing any branches that take away from the natural round shape. Remove all sucker growth and maintain a minimum clear trunk height of 7'6". Do not sheer into a tight topiary shape.

PALM TREES (ADDITIVE ALTERNATE): Contractor will be responsible to prune all palm trees per the quantities listing below if they are added to the base bid of this contract. The palms will be trimmed at the frequency specified to keep them free of seedpods and dead palm fronds. No green palm fronds shall be removed during any trimming.

SHRUBS: Contractor will be responsible to prune all shrubs within the locations listed in this bid document. Some of the most common materials are listed below with general maintenance specifications of each:

Azaleas: Prune after bloom has ended.

Boxwoods: Sheer tightly and box at a height of 24"- 36" as directed by staff.

Crinum: Remove damaged leaves and flower pods in Winter / Spring. Do not cut to ground unless directed by staff.

Japanese Holly: Sheer loosely and rounded at a height of 24"- 48" as directed by staff.

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Japanese Privet: Sheer top rounded to a height of 24"– 48" as directed by staff.

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.

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Iris: Hand prune to thin out material as needed to remove old dead or dying growth. Remove spent seed pods after bloom is completed within 30 days.

Junipers: Do not sheer as this will damage the plant material by browning the growing tips. Only remove brown branches with hand pruners.

Liriope: Hand prune to thin out material as needed to remove old dead or dying growth.

Perennial Peanut: Mow once per year as directed by staff.

Society Garlic: Remove spent flower stalks after bloom is completed within 30 days.

ORNAMENTAL GRASSES: Contractor will be responsible to cutback all grasses within the locations listed in this bid document. Some of the most common grasses are listed below:

Crown Grass: Do not cut back unless authorized by staff. (Example: I-95 Slopes).

Dwarf Fakahatchee Grass: Do not cut back unless authorized by staff. (N. US1 Gateway).

Fountain Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Muhly Grass: Cut back to 4"-6" inches tall at beginning of Winter.

Pampas Grass: Cut back to 2' – 4' foot tall at beginning of Winter.

Sandcord Grass: Cutback to 4"-6" inches tall at beginning of Winter.

The following specifications are for the Granada Boulevard Medians specifically but should be used as a guideline for all FDOT permitted median plantings.

Yaupon Hollies: Must be maintained at a maximum height of 24" inches. The hollies along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Flax Lilies: Cut back 2"-3" above the ground if damaged by frost.

Indian Hawthorn: Must be maintained at a maximum height of 24" inches. The hawthorn along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Parson Junipers: Prune the brown out of the junipers and remove dead plants as if required.

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Nandina Firepower: Must be maintained at a maximum height of 24" inches. The nandina along the curb must be low enough as to not block the irrigation spray and must be maintained at this height as per the approved FDOT plans.

Plant Free Zone: Maintain a four (4') foot, plant free mulch zone behind back of curbs so the materials do not obstruct the irrigation spray. Also, all ground cover within a 3' radius of an existing irrigation heads should be removed for the same reason above.

ANNUAL FLOWERS: The contractor shall purchase, deliver, and furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers per quarter. Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by the City.

January - March	=	7,500 Annuals
April - June	=	7,500 Annuals
July - September	=	7,500 Annuals
October - December	=	7,500 Annuals

Proper annual spacing is as follows: 8"-10" spaces on-center.

IRRIGATION SYSTEMS: (ADDITIVE ALTERNATE) Contractor is responsible for the entire irrigation system from the water meter to the sprinkler excluding the meter.

Irrigation systems, including but not limited to all heads, pipes, valves, rain shut-off devices controllers etc., shall be thoroughly inspected at the first sign of turf or shrub distress and tested monthly for each area. Heads shall be visually inspected at each mowing and all necessary repairs shall be made immediately.

Inspections shall include the firing of all zones for the purpose of flushing and adjusting heads to provide for maximum coverage and efficiency. Contractor's personnel shall do visual inspections on a continual basis during the day-to-day maintenance operation. This shall include observing for dry areas, wash outs, missing or broken heads, etc. and reporting any problems to the Contractor's appropriate supervisor, to be scheduled for repairs. Contractor is responsible for monitoring for overuse of water – repair and reset as needed. Contractor is required to monitor and minimize overspray of irrigation heads onto paved surfaces (concrete/asphalt). A monthly irrigation system inspection report shall be submitted and the area of repair shall be kept in a logbook. Any repairs charged to the City should be noted in this report to coincide with the monthly billing for extra work.

Controllers shall be set by a qualified member of Contractor's staff according to design specifications and the current weather conditions, in compliance with all applicable local, state, or federal regulations. Irrigation schedules shall be submitted to the City staff for approval. The City shall provide staff assistance to the Contractor with respect to controller questions and state/local watering restrictions.

Repairs or replacement of any of the systems for normal wear and tear shall be reported to City staff. The contractor will repair the system and charge the City based on the hourly rate and material markup as per the bid documents. Emergency repairs must be completed within 24 Hours of notice by City staff.

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Contractor will be required to repair/replace any irrigation parts that fail or are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be turned in to the City staff.

EROSION: If there is noticeable erosion of any site caused by any means, the Contractor shall immediately notify the City's Contract Manager of its location. The Contractor shall be responsible for any erosion damage caused by Contractor's equipment or performance of its duties under this Contract.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

EQUIPMENT STORAGE: The Contractor is responsible for storing all equipment and supplies off site. The City will not provide any storage space for the contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City's Contract Manager. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City's Contract Manager).

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the contractor and staff, by the appropriate means. Typically, after March 15th.

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of plant materials is due to improper

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maintenance or irrigation, the Contractor will be responsible for replacing such plant material at the Contractor's sole expense. City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by contractor for actions success. No dead plant material will remain in landscape. All replacements shall be done within one (1) week of notification. City staff shall approve all plant replacements, sizes and specifications.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT right-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup of the medians after a storm. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City's Contract Manager, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE: (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City staff. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of grounds maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City.

In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

CITY OF ORMOND BEACH
INVITATION TO BID

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Bid No. 2012-10

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor and their employees must comply with all City regulations.

The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City staff. Contractor will notify the City staff (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow City staff to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City staff as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with City staff.

CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the contractor obtains prior written approval from City staff or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

AWARD: The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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COST ADJUSTMENT: No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved by the City Commission shall take effect on October 1, of the year in which approved.

TAXES: The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

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

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174.

Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement with or without cause upon one hundred eighty (180) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

This Agreement may not be terminated by the Contractor.

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INVITATION TO BID

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SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule.
2. One (1) original letter of interest.
3. Philosophy and general project approach of the firm or individual.
4. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.
5. Provide financial information (Balance Sheet and Income Statement) for 2009, 2010, and 2011.
6. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:
 - a) Contract name
 - b) Address
 - c) A brief description of the work
 - d) Contract amount
 - e) Duration
 - f) Name of contact with telephone number
7. List of equipment the bidder possesses.
8. Copy of firm's current Operational Business License renewal.
9. Copy of firm's insurance certificates.
10. Conflict, Non-Conflict of Interest Statement and Litigation Statement
A list of all lawsuits that the bidder has been a party to in the past five (5) years
11. Drug Free Workplace Certificate

CITY OF ORMOND BEACH

INVITATION TO BID

GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY Bid No. 2012-10

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

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Liability Insurance, the Bonds (when required), the Project Specifications and/or Drawings, the signed Purchase Order, as issued by the OWNER, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

(c) The Contract Time constitutes the number of calendar (consecutive) days allowed for the completion of the Work. The time shall commence on the date set in the Notice to Proceed. The completion date shall not fall on a Saturday or Sunday or on any legal holiday and shall be advanced to the next "business" day.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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

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

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
GROUND MAINTENANCE SERVICES – FACILITIES, PARKS & RIGHTS OF WAY
Bid No. 2012-10

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>4/17/2012</u>	<u>#1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

(c) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

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	<u>\$ 8,317.00</u>
2	Tennis Center	38 E. Granada	2.29 Acre	39-A	3	<u>\$ 8,191.00</u>
3	The Casements	25 Riverside Dr.	1.71 Acre	39-A	11	<u>\$ 6,655.00</u>
4	Rockefeller Gardens/S.E. Bridge Approach	26 Riverside Dr.	3.41 Acre	39-A	10	<u>\$ 16,104.00</u>
5	Bosarvey Circle	Bosarvey & S. Halifax Dr.	.03 Acre	16-C	0	<u>\$ 252.00</u>
6	Riverside Circle	Off of Riverside Dr.	0 Acre	11-D	0	<u>\$ 96.00</u>
7	Ormond Parkway Lift Station 3P & Park	252 Riverside Dr.	.07 Acre	16-C	0	<u>\$ 384.00</u>
8	Magnolia & Valencia	Magnolia & S. Halifax Dr.	.01 Acre	16-C	2	<u>\$ 252.00</u>
9	Vadner Park	105 Seminole Ave.	.61 Acre	16-C	2	<u>\$ 384.00</u>
10	Fluhart Corner	Fluhart & S. Halifax Dr.	0 Acre	11-D	0	<u>\$ 96.00</u>

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Milton Pepper Park	6 Bayberry Ct	.16 Acre	39-A	6	\$ <u>2,460.00</u>
12	Lift Station 2P	605 Riverside Dr.	.0046 Acre	11-D	0	\$ <u>180.00</u>
13	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (W)	.002 Acre	16-C	1	\$ <u>252.00</u>
14	Ponce DeLeon/Benjamin Triangle	Ponce DeLeon & Benjamin Dr. (E)	.002 Acre	16-C	0	\$ <u>252.00</u>
15	Marvin Cemetery	106 Marvin Rd	.02 Acre	16-C	0	\$ <u>384.00</u>
16	Lift Station 5P	812 Riverside Dr.	.01 Acre	11-D	0	\$ <u>264.00</u>
17	Ormond Shores Park	201 Ormond Shores Dr.	2 Acre	39-A	6	\$ <u>4,296.00</u>
18	Vining Court	Vining Court	0.15 Acre	0-B	8	\$ <u>9,132.00</u>
19	Ormond Parkway Palms	Ormond Parkway	N/A	0-D	1	\$ <u>180.00</u>
20	Arlington Way Palms	Arlington Way	N/A	0-D	1	\$ <u>180.00</u>

GROUNDS MAINTENANCE - ZONE 2 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
21	Ellinor Village Sign	10 Mulberry Dr. & 63 Byron Ellinor Dr	0.01 Acre	0-C	2	\$ <u>252.00</u>
22	Granada Beach Approach	300 E Granada Blvd.	0.02 Acre	0-A	2	\$ <u>924.00</u>
23	Memorial Gardens	78 E Granada Blvd	N/A	IRRIG. ONLY	14	\$ <u>180.00</u>
24	A1A Medians	A1A	9 Medians	39-A	18	\$ <u>13,727.00</u>
25	Andy Romano Beachfront Park	839 S. Atlantic Ave	3.27 Acre	39-A	15	\$ <u>8,077.00</u>

GROUNDS MAINTENANCE - ZONE 3

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Bailey Riverbridge Gardens NW Bridge Approach	1 N. Beach St.	1.36 Acre	39-A	18	<u>\$ 11,372.00</u>
2	New Britain Parking Lot	15 N Washington St.	1.21 Acre	39-A	9	<u>\$2,460.00</u>
3	State Road 40	Orchard St. W. to Old Kings Rd.	1.25 Acre	39-A	0	<u>\$ 12,797.00</u>
4	N. Beach St. ROW	N. Beach St. & Rosewood/N. Beach & Dix/N. Beach & Lincoln	.19 Acre	16-C	0	<u>\$252.00</u>
5	Hernandez & US1	Hernandez & US1	.28 Acre	16-C	0	<u>\$ 504.00</u>
6	Wilmette Circle	Off of Wilmette Ave.	.04 Acre	16-C	1	<u>\$ 252.00</u>
7	Senior Center	351 Andrews St	.53 Acre	39-A	10	<u>\$ 8,994.00</u>
8	Performing Arts Center	399 N. US 1	2.22 Acre	39-A	11	<u>\$ 15,363.00</u>
9	Huguenot Park	401 N. Beach St.	.44 Acre	29-B	2	<u>\$1,836.00</u>
10	Sanchez Park / Lift Station	329 Sanchez Ave.	1.93 Acre	39-A	2	<u>\$7,974.00</u>

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	\$ <u>504.00</u>
12	Sanchez Gate Coquina Monument	1 Sanchez Ave	.008 Acre	16-C	0	\$ <u>252.00</u>
13	Lift Station 7M	903 N. Beach St.	.01 Acre	16-C	1	\$ <u>252.00</u>
14	Woodmere Entrance / Circle	Woodmere & N. Beach St.	.02 Acre	16-C	0	\$ <u>504.00</u>
15	Parkwood Circle	Parkwood 1 S. of Woodmere Dr.	.01 Acre	16-C	0	\$ <u>252.00</u>
16	Northbrook Dr. Median / Ent.	Northbrook & N. Beach St.	.12 Acre	16-C	1	\$ <u>504.00</u>
17	Santa Lucia Medians	Santa Lucia & N. Beach St.	.08 Acre	16-C	0	\$ <u>504.00</u>
18	Santa Lucia Park	1099 Oak Forest Dr	.20 Acre	16-C	0	\$ <u>252.00</u>
19	Avenue Bonita Medians	Ave. Bonita & N. Beach St.	.03 Acre	16-C	0	\$ <u>504.00</u>

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Eileen Terrace Median	Eileen Terrace & N. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>
21	Avenue La Vista Medians	Ave. LaVista & N. Beach St.	.03 Acre	16-C	0	\$ <u>384.00</u>
22	Carmel Terrace Median	Carmel Terrace & N. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>
23	Sharon Terrace Median	Sharon Terrace & N. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>
24	Fleet Maintenance Complex	500 N. Orchard St.	2.09 Acre	29-B	2	\$ <u>9,762.00</u>
25	Public Works Complex	501 N. Orchard St.	2.22 Acre	29-B	10	\$ <u>9,276.00</u>
26	Waste Water Plant	550 N. Orchard St.	.92 Acre	29-B	7	\$ <u>4,572.00</u>
27	Water Tank	500 N. Orchard St.	.25 Acre	29-B	3	\$ <u>2,736.00</u>
28	Hospital Gardens	171 Old Kings Rd.	.51 Acre	16-C	2	\$ <u>504.00</u>
29	Shadow Lakes Entrance	Shadow Lakes & Nova Rd.	.09 Acre	29-B	0	\$ <u>912.00</u>

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
30	Nova Community Park / E. & W. side of Nova Rd. outside of ball field fences	440 N. Nova Rd.	10.12 Acre	39-A	14	\$ <u>23,071.00</u>
31	Lift Stations 8M2 & 8M3	301 & 103 Riverbluff Dr.	.04 Acre	16-C	0	\$ <u>504.00</u>
32	Airport Recreation Complex	1375 Harmony Ave	3 Acre	29-B	8	\$ <u>9,364.00</u>
33	Airport Entrance	730 Airport Rd.	3.77 Acre	39-A	6	\$ <u>3,827.00</u>
34	Business Park Entrance	Airport Rd. at Sunshine Blvd.	.5 Acre	39-A	12	\$ <u>3,684.00</u>
35	Lift Station ABP	14L Sunshine Blvd.	.4 Acre	16-C	2	\$ <u>1,008.00</u>
36	Fire Station #94	2301 Airport Rd.	.94 Acre	29-B	6	\$ <u>2,785.00</u>
37	Leeway Tank	301 Leeway Trail	1 Acre	16-C	0	\$ <u>1,008.00</u>

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
38	Breakaway Trail Treatment Plant	35 Breakaway Trail	1 Acre	16-C	0	\$ <u>1,512.00</u>
39	Ormond Towne Square	SE corner of SR40 and Williamson	1 Acre	16-C	0	\$ <u>1,764.00</u>
40	Hidden Hills	SR40 & Hidden Hills Dr.	.01 Acre	16-C	0	\$ <u>252.00</u>
41	Fire Station #93	300 Wilmette Ave	.87 Acre	39-A	5	\$ <u>5,329.00</u>
42	Tank Site	495 N Orchard St	1.35 Acre	39-A	4	\$ <u>3,684.00</u>
43	North Nova Rd Medians	Nova Rd	6 Medians	39-A	6	\$ <u>9,933.00</u>
44	Lakebridge ROW	Lakebridge Dr.	1.35 Acre	29-B	0	\$ <u>2,736.00</u>
45	I-95 Slopes	I-95 & SR-40	1.26 Acre	0-B	12	\$ <u>9,973.00</u>
46	Riverbend Park	775 Airport Rd	1 Acre	29-B	0	\$ <u>1,824.00</u>
47	N US-1 Gateway Sign	1000 N. US Hwy 1	0.01 Acre	29-B	1	\$ <u>912.00</u>
48	US-1 Medians	US Hwy 1	46 Medians	39-A	31	\$ <u>26,917.00</u>

GROUNDS MAINTENANCE - ZONE 3 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
49	SR-40 Medians (Orchard to Old Tomoka)	SR-40	32 Medians	39-A	57	<u>\$ 42,702.00</u>
50	Williamson Medians	Williamson Blvd	9 Medians	39-A	5	<u>\$ 8,486.00</u>

GROUNDS MAINTENANCE - ZONE 4

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Cassen Riverfront Park / SW Bridge Approach	1 S. Beach St.	1.97 Acre	39-A	12	\$ <u>11,904.00</u>
2	City Hall / Library	22 S. Beach St.	1.41 Acre	39-A	21	\$ <u>14,841.00</u>
3	Live Oak ROW	Live Oak & Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
4	Ames Park	195 S. Beach St.	1.44 Acre	39-A	0	\$ <u>7,030.00</u>
5	Indian Mound Park	196S. Beach St.	.35 Acre	39-A	0	\$ <u>1,848.00</u>
6	Fairview Avenue ROW	Fairview & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
7	Division Avenue ROW	Division & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
8	Ellsworth Avenue ROW	Ellsworth & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
9	Arbor Drive South ROW	Arbor and S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
10	McAlister Drive ROW	McAlister and S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Riverview Pump Station	559 S. Beach St.	.01 Acre	11-D	0	\$ <u>180.00</u>
12	Lorillard Place ROW	Lorillard Place & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
13	Reynolds Avenue ROW	Reynolds & S. Beach St.	.01 Acre	11-D	0	\$ <u>348.00</u>
14	Lift Station 1M	699 S. Beach St.	.07 Acre	11-D	0	\$ <u>348.00</u>
15	Arroyo ROW	S. Beach St. & Arroyo Pkwy.	.01 Acre	11-D	0	\$ <u>348.00</u>
16	Arroyo Fountain	11 Arroyo Pkwy.	.03 Acre	16-C	1	\$ <u>228.00</u>
17	Riviera Park	901 S. Beach St.	6.86 Acre	39-A	12	\$ <u>12,382.00</u>
18	Plaza Triangle	Plaza Grande & S. Beach St.	.01 Acre	16-C	0	\$ <u>252.00</u>

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
19	Areca Triangle	Buena Vista & Areca	.10 Acre	16-C	0	\$ <u>1,008.00</u>
20	Plaza Grande Medians (2)	95 Plaza Grande	1.12 Acre	16-C	3	\$ <u>1,570.00</u>
21	Alcazar Triangle	Buena Vista & Alcazar	.53 Acre	16-C	0	\$ <u>756.00</u>
22	Seville Triangle	Buena Vista & Seville	.10 Acre	16-C	2	\$ <u>504.00</u>
23	Arroyo Oaks Mini-Park	165 Arroyo Pkwy.	.50 Acre	16-C	0	\$ <u>756.00</u>
24	Big Oak Triangle	Intersection of E. & W. Ridgewood Ave.	.13 Acre	16-C	0	\$ <u>504.00</u>
25	Capri Circle	Capri Cir. E. of S. Ridgewood Ave.	.01 Acre	16-C	0	\$ <u>252.00</u>
26	South Ormond Neighborhood Center	176 Division Ave.	3.08 Acre	39-A	18	\$ <u>10,862.00</u>
27	Waldo O Berry Park	192 Central Ave	.25 Acre	39-A	6	\$ <u>3,588.00</u>

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
28	Washington Streetscape ROW	On Washington St. from Tomoka Ave. to Division Ave.	.75 Acre	29-B	0	\$ <u>2,736.00</u>
29	Corbin Parking Lot	101 Corbin Ave	0.5 Acre Lot .36 Acre	39-A	8	\$ <u>6,144.00</u>
30	Ormond Elementary ROW	ROW on S. Ridgewood Ave. from Granada Blvd. to Tomoka Ave.	.08 Acre	29-B	4	\$ <u>912.00</u>
31	Police Department	170 W Granada Blvd.	2.06 Acre	39-A	29	\$ <u>11,157.00</u>
32	Water Plant	298 Tomoka Ave.	.92 Acre	29-B	1	\$ <u>3,192.00</u>
33	Mary Street Lot	Mary St. & Malaga Ave.	.20 Acre	11-D	0	\$ <u>348.00</u>
34	Central Park (II)	601 Hammock Ln.	4 Acre	39-A	10	\$ <u>8,654.00</u>
35	Central Park (III)(A)	600 Hammock Ln.	5.15 Acre	39-A	10	\$ <u>12,610.00</u>

GROUND MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
36	Central Park (III)(B)	601 Division Ave.	5.15 Acre	29-B	0	<u>\$ 3,296.00</u>
37	Central Park (IV)	601 Hand Ave.	1 Acre	29-B	0	<u>\$ 3,158.00</u>
38	Central Park (I)	601 Fleming Ave	5.50 Acre	39-A	1	<u>\$ 11,901.00</u>
39	Lift Station AYO	600 Arroyo Pkwy.	.25 Acre	16-C	2	<u>\$ 252.00</u>
40	Stratford Place	All medians in Stratford Pl. off of Hand Ave.	.15 Acre	29-B	2	<u>\$ 1,140.00</u>
41	Mooreland Boulevard Medians	Mooreland Blvd. & S. Nova Rd. W. side	.71 Acre	39-A	6	<u>\$ 3,684.00</u>
42	Woodlands Boulevard Entrance	Woodlands Blvd. & S. Nova Rd. W. side	.31 Acre	39-A	1	<u>\$ 1,848.00</u>
43	Fire Station #92	189 S. Nova Rd.	.67 Acre	29-B	0	<u>\$ 1,824.00</u>

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
44	Woodlands Circle	Woodlands Blvd.	.01 Acre	29-B	1	\$ <u>456.00</u>
45	Butternut Circle	Woodlands Blvd.	.01 Acre	29-B	1	\$ <u>456.00</u>
46	Hamlet Circle	Woodlands Blvd.	.01 Acre	29-B	1	\$ <u>456.00</u>
47	Sugarberry Circle	Woodlands Blvd.	.03 Acre	29-B	1	\$ <u>456.00</u>
48	Red Maple Circle	Woodlands Blvd.	.03 Acre	29-B	1	\$ <u>684.00</u>
49	Sandpiper Circle	Woodlands Blvd.	.03 Acre	29-B	2	\$ <u>456.00</u>
50	Winding Woods Wall	SR40 and Winding Woods E.	.02 Acre	16-C	1	\$ <u>252.00</u>
51	Lift Station 5M	900 W Granada Blvd	.17 Acre	16-C	0	\$ <u>504.00</u>
52	Trails 40 Medians (3) From SR40	SR40 & S. Forty Trail	.02 Acre	16-C	3	\$ <u>756.00</u>
53	Oakridge Cemetery	170 S. Nova Rd.	1.50 Acre	16-C	0	\$ <u>1,260.00</u>

GROUNDS MAINTENANCE - ZONE 4 (Continued)

ITEM #	SITE NAME	ADDRESS	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
54	South Nova Rd Medians	Nova Rd	18 Medians	39-A	16	<u>\$ 19,039.00</u>
55	Division Ave Pond	801 Division Ave.	1.72 Acre	29-B	2	<u>\$ 3,060.00</u>
56	South Old Kings Rd Pond	135 South Old Kings Rd	2.28 Acre	29-B	2	<u>\$ 3,958.00</u>

MOWING - AREA 1

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Halifax Dr. - Granada S. to Riverbeach Dr. - AVOID 422 S. Halifax	.285 Acre	16-C	0	\$ <u>252.00</u>
2	Willis Dr. and Riverside - 20' ROW by river	.078 Acre	16-C	0	\$ <u>252.00</u>
3	Vining Court - on south side	.216 Acre	16-C	0	\$ <u>252.00</u>
4	Coquina - Lucky Dr. north to Vining Court	.277 Acre	16-C	0	\$ <u>252.00</u>
5	Lucky Dr. - from Bosarvey north to Vining Court	.094 Acre	16-C	0	\$ <u>252.00</u>
6	Seton Trail - From Bosarvey to Seminole	.049 Acre	16-C	0	\$ <u>252.00</u>
7	Bosarvey - Halifax east to A1A	.633 Acre	16-C	0	\$ <u>773.00</u>
8	Seminole - Halifax east to A1A	.916 Acre	16-C	0	\$ <u>893.00</u>
9	Osceola to Oleeta - ROW south east corner	.099 Acre	16-C	0	\$ <u>252.00</u>
10	Byron Ellinor - A1A west behind shopping center	.226 Acre	16-C	0	\$ <u>252.00</u>
11	Fluhart - From S. Halifax west to Pine, south side	.005 Acre	16-C	0	\$ <u>252.00</u>
12	Rockefeller, ROW on river and from sidewalk on north side east to A1A	.533 Acre	16-C	0	\$ <u>504.00</u>

MOWING - AREA 1 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Grandview - SE corner at Rockefeller and north of 503	.037 Acre	16-C	0	\$ <u>252.00</u>
14	Wild Olive - Intersection of Wild Olive and Ormond	.025 Acre	16-C	0	\$ <u>252.00</u>
15	Ormond Shore - Wild Olive west to Pinewood (south)	.029 Acre	16-C	0	\$ <u>252.00</u>
16	Northshore - A1A west to first drive past Pinewood	.101 Acre	16-C	0	\$ <u>252.00</u>
17	Pinewood - Riverbeach south to Northshore around corner	.079 Acre	16-C	0	\$ <u>252.00</u>
18	Palmetto - Marvin north to Benjamin including easement between houses at Palmetto and Benjamin	.099 Acre	16-C	0	\$ <u>252.00</u>
19	Milsap & Marvin - From A1A west including ROW and in front of Marvin Cemetery	.113 Acre	16-C	0	\$ <u>252.00</u>
20	Harvard - Just west of Bennigan's on north side	.025 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 2

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	John Anderson Drive, - Granada to Halifax AVOID 422 S, Halifax	.855 Acre	16-C	0	\$ <u>830.00</u>
2	Sandcastle - SE corner & south side to church lot	.112 Acre	16-C	0	\$ <u>252.00</u>
3	Banyan Drive - ROW at Banyan & Halifax	.679 Acre	16-C	0	\$ <u>710.00</u>
4	Ellicott - At A1A and around wall South side	.03 Acre	16-C	0	\$ <u>252.00</u>
5	Standish - South side east of N. Halifax	.131 Acre	16-C	0	\$ <u>252.00</u>
6	Dianne Drive - East end sides and island	.131 Acre	16-C	0	\$ <u>252.00</u>
7	Amsden - South side west of A1A	.014 Acre	16-C	0	\$ <u>252.00</u>
8	North Halifax - From Banyan Court south to Granada	.117 Acre	16-C	0	\$ <u>252.00</u>
9	Neptune - A1A west to golf course	.029 Acre	16-C	0	\$ <u>252.00</u>
10	Royal Palm - South side west of N. Halifax	.023 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 3

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	S. Beach St. - Tomoka Ave. south to Division	.04 Acre	16-C	0	\$ <u>252.00</u>
2	S. Ridgewood	.97 Acre	16-C	0	\$ <u>1,140.00</u>
3	Tomoka St. - Beach St. west to US1	.155 Acre	16-C	0	\$ <u>252.00</u>
4	Corbin St. - S. Ridgewood west to US1	.109 Acre	16-C	0	\$ <u>252.00</u>
5	Grove St. - Tomoka south to Ellsworth & 1 ROW on Ellsworth	.179 Acre	16-C	0	\$ <u>252.00</u>
6	Arbor Triangles - One near Beach St. - One near S. Ridgewood	.064 Acre	16-C	0	\$ <u>252.00</u>
7	N. Ridgewood from Lincoln to SR40 south to Division	.01 Acre	16-C	0	\$ <u>252.00</u>
8	Midway - Washington west to US1	.112 Acre	16-C	0	\$ <u>252.00</u>
9	Live Oak - S. Ridgewood west to US1	.074 Acre	16-C	0	\$ <u>252.00</u>
10	Central - ROW just east of Grove west to US1 including easement between S. Ridgewood and Washington	.307 Acre	16-C	0	\$ <u>383.00</u>
11	Mound - Beach St. west to US1	.157 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 3 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
12	Fairview - S. Ridgewood west to US1	.29 Acre	16-C	0	\$ <u>252.00</u>
13	Roosevelt - ROW only at Fairview	.017 Acre	16-C	0	\$ <u>252.00</u>
14	Division - Beach St. west to US1	.234 Acre	16-C	0	\$ <u>252.00</u>
15	Bostrom - Division south to Hand	.255 Acre	16-C	0	\$ <u>252.00</u>
16	Fred Gamble - Hand to Fleming west side	.121 Acre	16-C	0	\$ <u>252.00</u>
17	Fleming - S. Ridgewood west to railroad tracks	.083 Acre	16-C	0	\$ <u>252.00</u>
18	Alcazar - At Arroyo SE corner	.049 Acre	16-C	0	\$ <u>252.00</u>
19	Hand Ave. - S. Ridgewood west to US1	.17 Acre	16-C	0	\$ <u>252.00</u>
20	Hand Ave. - Lot behind duplex housing, mow area between wooded area on West side and duplex's back yards on east side.	.21 Acre	16-C	0	\$ <u>383.00</u>

MOWING - AREA 4

ITEM #	SITE NAME	ACREAGE OR # OF MEDIAN	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	N. Yonge St. - Hernandez north to Sanchez	4.866 Acre	16-C	0	\$ <u>3,668.00</u>
2	N. Ridgewood - Granada north to Domicilio Ave.	2.267 Acre	16-C	0	\$ <u>2,156.00</u>
3	New Britain - Washington east to Beach St.	.054 Acre	16-C	0	\$ <u>252.00</u>
4	Lincoln - US1 east to Beach St.	.128 Acre	16-C	0	\$ <u>252.00</u>
5	Rosewood - Yonge east to Beach St. including Rosewood at Yonge bus stop	.07 Acre	16-C	0	\$ <u>252.00</u>
6	Kenilworth - US1 east to Beach St. cut back to red wall at NE corner of Kenilworth & Yonge	.151 Acre	16-C	0	\$ <u>252.00</u>
7	Wilmette - US1 east to Beach St.	.156 Acre	16-C	0	\$ <u>252.00</u>
8	Melrose - N. Ridgewood east to Beach St. including in front of 65 Melrose.	.091 Acre	16-C	0	\$ <u>252.00</u>
9	Greenwood - NW corner at N. Ridgewood	.043 Acre	16-C	0	\$ <u>252.00</u>
10	Warwick - East of 23 near Beach St. - SE at corner Yonge	.049 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Putnam - N. Ridgewood west. Also NW corner at Yonge to end of road	.14 Acre	16-C	0	\$ <u>252.00</u>
12	Cumberland - NW corner at Yonge then west of #140 and south sides / north side at bus stop near Beach St.	.061 Acre	16-C	0	\$ <u>252.00</u>
13	Sanchez - From Sanchez Park to Beach St., also west of 26	.198 Acre	16-C	0	\$ <u>252.00</u>
14	Andrews - Sanchez south to Putnam and SW corner at Putnam using pole as guide to define ROW	.184 Acre	16-C	0	\$ <u>252.00</u>
15	Domicilio - Beach St. west to rock including easement behind rocks	1.32 Acre	16-C	0	\$ <u>1,148.00</u>
16	Northbrook - between Parkside - Parkwood south side	.667 Acre	16-C	0	\$ <u>504.00</u>
17	Sycamore Cir. - West across from #10 east of #55	.075 Acre	16-C	0	\$ <u>252.00</u>
18	Poplar Dr. - Across from 1502 north of 1515 and around Acacia, north of 1523 northside of Poplar Ct. between 1560-1564	.099 Acre	16-C	0	\$ <u>252.00</u>
19	Box Elder - One section of ROW	.002 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 4 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Oak Forest - North of 1201, north-south of 1403 east of 1541	0.61 Acre	16-C	0	\$ <u>504.00</u>
21	N. Beach St. - From Rosewood to Inglesia	1.21 Acre	16-C	0	\$ <u>1,148.00</u>

MOWING - AREA 5

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Perrott Dr. - Granada south to Tomoka	.29 Acre	16-C	0	\$ <u>392.00</u>
2	Tomoka - From Perrot Dr. west to US1	.04 Acre	16-C	0	\$ <u>252.00</u>
3	Midway - From US1 west to end	.022 Acre	16-C	0	\$ <u>252.00</u>
4	Madison - From US1 west to end	.061 Acre	16-C	0	\$ <u>252.00</u>
5	Jefferson - From US1 west to end	.054 Acre	16-C	0	\$ <u>252.00</u>
6	Oleander - From US1 west to end	.081 Acre	16-C	0	\$ <u>252.00</u>
7	Willow - From US1 west to end	.058 Acre	16-C	0	\$ <u>252.00</u>
8	Palm Place - From US1 west to end	.129 Acre	16-C	0	\$ <u>252.00</u>
9	Washington Place - From US1 west to end	.045 Acre	16-C	0	\$ <u>252.00</u>
10	Railroad St. - Water Plant south to Division	.121 Acre	16-C	0	\$ <u>252.00</u>
11	Division St. - From US1 west to Orchard	.026 Acre	16-C	0	\$ <u>252.00</u>
12	Coolidge - Division south to Hand	.37 Acre	16-C	0	\$ <u>392.00</u>

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
13	Andalusia - Division south to end, including crossing Hand	.282 Acre	16-C	0	\$ <u>392.00</u>
14	Parque - Division south to end, including crossing Hand	.309 Acre	16-C	0	\$ <u>392.00</u>
15	Center St. - From Hand south to City limit	.221 Acre	16-C	0	\$ <u>252.00</u>
16	Harbour Lights - Hand south to Fleming	.502 Acre	16-C	0	\$ <u>504.00</u>
17	Fleming - Charleston Square west to Nova	.69 Acre	16-C	0	\$ <u>504.00</u>
18	Aston Circle - Undeveloped ROWs	.112 Acre	16-C	0	\$ <u>252.00</u>
19	Park Ridge Subdivision (south of Central Park) - all undeveloped ROWs	.632 Acre	16-C	0	\$ <u>504.00</u>
20	Orchard - Hand Ave. north to Granada	.186 Acre	16-C	0	\$ <u>252.00</u>
21	Tomoka - From railroad tracks west to Granada	.783 Acre	16-C	0	\$ <u>504.00</u>
22	Mary St. & Malaga northeast corner	.183 Acre	16-C	0	\$ <u>252.00</u>
23	Sandy Oaks to 301 between 512 - 516, 519 - 523	.05 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
24	Hammock Lane - Orchard west to Old Kings Rd. including well field on south side	.576 Acre	16-C	0	\$ <u>504.00</u>
25	Hand Ave. - West of US1 to Nova Rd. including Woodgate Ct.	1.04 Acre	16-C	0	\$ <u>1,008.00</u>
26	Old Tomoka - Off of West 40, both sides	.327 Acre	16-C	0	\$ <u>392.00</u>
27	Mayfield Terrace - East side only	.509 Acre	16-C	0	\$ <u>504.00</u>
28	Magnolia & Midway off of SR40 including ROWs on Magnolia	.118 Acre	16-C	0	\$ <u>252.00</u>
29	Old Kings Rd. - Nova south to Division	1.479 Acre	16-C	0	\$ <u>1008.00</u>
30	Division - From Nova east to Center St.	1.23 Acre	16-C	0	\$ <u>1008.00</u>
	SOUTH SIDE				
31	Arroyo Parkway - 610 east to Center St. - 524 to Orchard - 426 to Santa Fe - 809 west to Nova Rd.	0.165 Acre	16-C	0	\$ <u>252.00</u>
NORTH SIDE					
32	Arroyo Parkway - Center St. west to 603	0.064 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 5 (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
	NORTH SIDE (CONTINUED)				\$ <u>252.00</u>
33	Tennessee Dr.	0.038 Acre	16-C	0	\$ <u>252.00</u>
34	Santa Anna - 631 to 619 Arroyo Pkwy. (phone boxes)	0.014 Acre	16-C	0	\$ <u>252.00</u>
35	Garden Lane (east side) 707 to 721	0.022 Acre	16-C	0	\$ <u>252.00</u>
36	Garden Lane (west side) to Calle Grande	0.071 Acre	16-C	0	\$ <u>252.00</u>
37	Orchard Ave. (east side) 749 - 739	0.031 Acre	16-C	0	\$ <u>252.00</u>
38	Orchard Ave. (west side) Arroyo Pkwy. to 712	0.033 Acre	16-C	0	\$ <u>252.00</u>
39	Sante Fe (east side) Calle Grande to 764, 745 to 717, 718 to Arroyo Pkwy., 615 to dead end	0.227 Acre	16-C	0	\$ <u>252.00</u>
40	Woodland Blvd. (south side) across the street	0.017 Acre	16-C	0	\$ <u>252.00</u>
41	Woodland Blvd. (north side) entrance to #4, Sugarberry Cir. to #54	0.192 Acre	16-C	0	\$ <u>252.00</u>
42	Sandpiper Cir., Woodland Blvd. to #37	0.021 Acre	16-C	0	\$ <u>252.00</u>

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	\$ <u>252.00</u>
44	Scottsdale, cul-de-sac between Military and woods	0.096 Acre	16-C	0	\$ <u>252.00</u>
45	Moreland Blvd., Nova (west) to Forest Hills Blvd.	0.289 Acre	16-C	0	\$ <u>252.00</u>
46	Forest Hills Blvd. vacant lot at Vanderbile (east side) near corner	0.20 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 6A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Lincoln - Orchard east to US1	.78 Acre	16-C	0	\$ <u>504.00</u>
2	Thompson Creek - Lincoln south to Granada	.166 Acre	16-C	0	\$ <u>252.00</u>
3	Ford St. - From Lincoln north to end	.059 Acre	16-C	0	\$ <u>252.00</u>
4	White St. - Lincoln south to Granada	.20 Acre	16-C	0	\$ <u>252.00</u>
5	Orchard - From Granada to Wasterwater Plant	.976 Acre	16-C	0	\$ <u>756.00</u>
6	Sterthaus - Orchard west to hospital area	1.21 Acre	16-C	0	\$ <u>1,208.00</u>
7	Center St. - Sterthaus north to Wilmette	2.27 Acre	16-C	0	\$ <u>1,712.00</u>
8	Wilmette - US1 to Willow Pond	.485 Acre	16-C	0	\$ <u>504.00</u>
9	Lakebridge - Wilmette south to Shadow Lake	.124 Acre	16-C	0	\$ <u>252.00</u>
10	Memorial Circle - West side up to hospital	.038 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIAN	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
11	Tomoka Oaks (inside) a. North of 35 N. St. Andrews b. North of 61 N. St. Andrews c. Across from 75 N. St. Andrews d. Bay Hill - N. St. Andrews Corner e. Across from Tomoka View & N. St. Andrews f. Eagle Court - Across from #14 g. Sherwood Dr. off Eagle Dr. between #7 & #11 Riverbluff Dr., across from Lauren Court (west from 124 Riverbluff south around corner onto Lajolla Court and south of 124 on west side)	.319 Acre	1 6-C	0	\$ <u>252.00</u>
12	Hidden Hills at SR40 south to lift station	.448 Acre	16-C	0	\$ <u>504.00</u>
13	Old Tomoka from Hidden Hills to SR40	.182 Acre	16-C	0	\$ <u>252.00</u>
14	Sandpiper Lane next #45 mailbox	.009 Acre	16-C	0	\$ <u>252.00</u>
15	Hidden Hills Dr. - All undeveloped areas of ROWs	.224 Acre	16-C	0	\$ <u>252.00</u>
16	Raintree Lane by #15 only	.01 Acre	16-C	0	\$ <u>252.00</u>
17	Spanish Oak Lane	.11 Acre	16-C	0	\$ <u>252.00</u>
18	Golden Oak Lane	.026 Acre	16-C	0	\$ <u>252.00</u>
19	Heritage Cir. - Undeveloped lots only	.337 Acre	16-C	0	\$ <u>252.00</u>

MOWING - AREA 6A (Continued)

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
20	Sagebrush and South Forty Trail - SW corner and ROW going west on Sagebrush	.084 Acre	16-C	0	\$ <u>252.00</u>
21	Clyde Morris Blvd. - South Forty Trail south to the Falls - west side	.473 Acre	16-C	0	\$ <u>504.00</u>

MOWING - AREA 6B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Airport Rd. - Sides and medians from US1 to last median (Bear Creek)	3.39 Acre	16-C	0	\$ <u>1,368.00</u>
2	Hull Rd. - US1 to inside complex where dirt road begins.	2.01 Acre	29-B	0	\$ <u>2,352.00</u>
3	Airport Business Park , Sunshine Blvd., Aviator Way, Signal Ave., East & West Tower Circle	11.39 Acre	16-C	0	\$ <u>4,596.00</u>
4	Airport - Mow all turf areas in airport around runways & fairways	15.76 Acre	16-C	0	\$ <u>5,292.00</u>
5	Nova Rd. Landfill - Mow all turf	24.1 Acre	16-C	0	\$ <u>8,100.00</u>
6	Airport Rd. west of Tymber Creek to Fire Station #94	8.65 Acre	16-C	0	\$ <u>4,120.00</u>
7	Pineland Trail from Ormond Green Blvd. to City limit sign	7.73 Acre	16-C	0	\$ <u>3,220.00</u>

MOWING - AREA 7A

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	A1A North Sides - Granada north to Plaza Dr.	3.02 Acre	29-B	0	\$ <u>5,095.00</u>
2	A1A South Sides - Granada south to City limit sign	2.4 Acre	39-A	0	\$ <u>4,908.00</u>
3	US1 North - Granada to Melrose	.509 Acre	16-C	0	\$ <u>504.00</u>
4	US1 South - Sides Granada to City limits Arragon	2.2 Acre	16-C	0	\$ <u>1,512.00</u>

MOWING - AREA 7B

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	Granada Blvd. - Orchard west to Nova	0.35 Acre	29-B	0	\$ <u>912.00</u>
2	SR40 - West of Nova to I-95 overpass	1.11 Acre	16-C	0	\$ <u>1,403.00</u>
3	South Nova Rd. - Granada south to Golf	0.01 Acre	29-B	0	\$ <u>456.00</u>
4	North Nova Rd. - Granada north to US1	0.19 Acre	29-B	0	\$ <u>456.00</u>

Right-of-Way Mowing Services for State Roads

ITEM #	SITE NAME	ACREAGE OR # OF MEDIANS	# OF MOWINGS - CLASS	# OF IRRIG. ZONES	TOTAL COST
1	U.S. 1 R.O.W. - Start east side, North of Melrose Ave. to curve at I-95 interchange	6.1	11-D	0	\$ <u>1,536.00</u>
2	U.S. 1 R.O.W. - Start west side at I-95 interchange, to Wilmette Ave.	6.2	11-D	0	\$ <u>1,560.00</u>
3	S. R. 40 R.O.W. - West (N. & S. sides) from I-95 interchange to Buckskin Ln.	12	11-D	0	\$ <u>2,772.00</u>

CURB EDGING

ITEM #	SITE NAME	MILES	# OF EDGINGS	# OF IRRIG. ZONES	TOTAL COST
1	SR40 - Orchard west to Nova Rd. - Curblin for medians & sides of road	4.6	3	0	\$ <u>456.00</u>
2	SR40 - Nova Rd. west to I-95 - Curblin for medians & sides of road	7.1	3	0	\$ <u>708.00</u>
3	US1 - Dix south to City limits - sides of road curblin	3.4	3	0	\$ <u>336.00</u>
4	A1A - Just north of Granada Blvd. south to City limits - Curblin for medians & sides of road - 5 miles	5	3	0	\$ <u>504.00</u>
5	Vining Ct. & Coquina Ct. - Corner of Vining Ct. & Coquina down to Lucky Dr. - all curbs in that area	.2	3	0	\$ <u>74.00</u>
6	Thompson Creek - Lincoln south to Granada Blvd. - Curblin on sides of road	.1	3	0	\$ <u>59.00</u>
7	Old Kings Rd. - Granada Blvd. south to Division - Curblin on sides of road	1.4	3	0	\$ <u>144.00</u>
8	Airport Business Park - Entire Park curblin on sides of road	2.6	3	0	\$ <u>264.00</u>

GUARD RAILS

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	D.O.T. US1 / SR40				\$ _____
1	North of Melrose on east side	309	3	0	\$ <u>72.00</u>
2	North of Melrose on east side	150	3	0	\$ <u>36.00</u>
3	South side of bridge at Tomoka River	385	3	0	\$ <u>96.00</u>
4	North side of bridge at Tomoka River	795	3	0	\$ <u>192.00</u>
	SR40				
1	Tomoka River Bridge - west past I-95 overpass, all 4 sides	308	3	0	\$ <u>72.00</u>
2	West of Tymber Creek	894	3	0	\$ <u>228.00</u>
3	West of Tymber Creek - south side only	328	3	0	\$ <u>84.00</u>
	IN CITY				
1	Hand Ave. - east of Nova Rd. on north side	27	3	0	\$ <u>58.00</u>
2	Airport Rd.. - west of US1, north and south side	283	3	0	\$ <u>72.00</u>

GUARD RAILS (Continued)

ITEM #	SITE NAME	FEET	# OF APPLICATIONS	# OF IRRIG. ZONES	TOTAL COST
	IN CITY (CONTINUED)				
3	Sterthaus Dr. - west of Orchard - cement rail both sides	20	3	0	\$ <u>58.00</u>

BLOWING ONLY

See Attached Central Park Trails Map

ITEM #	SITE NAME	Feet	# OF BLOWINGS	# OF IRRIG. ZONES	TOTAL COST
1	Central Park -- Division to Hammock Trails	1,320 LF	3	0	\$ <u>65.00</u>
2	Central Park -- Division to Dead End Trail	300 LF	3	0	\$ <u>48.00</u>
3	Central Park -- Hand & Division Parking Lots	10,000 SF	3	0	\$ <u>240.00</u>
4	Central Park -- Hand to Division and Lime Rock Trail (3 segments)	3,400 LF	3	0	\$ <u>144.00</u>

Part 1 - Base Bid Schedule

Item No.	Description	Location	Unit	Total Estimated Price
1.	Ground Maintenance & Mowing Services	Zone 1	LS	\$ 36,676.00
		Zone 2	LS	\$ 81,471.00
		Zone 3	LS	\$ 255,509.00
		Zone 4	LS	\$ 176,594.00
2.	Mowing & Maintenance Services	Area 1	LS	\$ 6,454.00
		Area 2	LS	\$ 3,556.00
		Area 3	LS	\$ 6,190.00
		Area 4	LS	\$ 12,908.00
		Area 5	LS	\$ 16,072.00
		Area 6A	LS	\$ 9,220.00
		Area 6B	LS	\$ 29,048.00
		Area 7A	LS	\$ 12,019.00
		Area 7B	LS	\$ 3,227.00
3.	Right of Way Mowing & Maintenance Services	State Roads	LS	\$ 5,868.00
4.	Curb Edging	City Wide	LS	\$ 2,545.00
5.	Guardrails	City Wide	LS	\$ 968.00
6.	Blowing	Central Park	LS	\$ 497.00
7.	Annuals (4" pots) Furnish, Delivered and Installed	City Wide (7,500 x 4 times)	LS	\$ 41,400.00
8.	Mulch Top-Dressing City Wide Furnish, Delivered and Installed	3,000 Cubic Yards Unit Price \$ 35.00		\$ 105,000.00
9.	Playground Safe Mulch Furnish, Delivered and Installed	300 Cubic Yards Unit Price \$ 40.00CY		\$ 12,000.00
10.	Balanced Fertilizer Trees, Shrubs and Groundcover Furnish, Delivered and Installed	80,000 lbs Unit Price \$.61 lbs		\$ 48,800.00
TOTAL PART 1 (BASE BID)				\$ 866,022.00 (Figures)

Eight hundred sixty-six thousand, twenty-two dollars and zero cents

(Words)

Part 2 – Additive Alternate – Amount to be added to the total Base Bid .

Item No.	Description	Location	Quant.	Unit Price	Total Estimated Price
1A.	Date Palm Pruning - Spring (Remove dead fronds & seed pods)	City Wide	220	\$ <u>15.00</u> EA	\$ <u>3,300.00</u>
2A.	Date Palm Pruning - Fall (Remove dead fronds & seed pods)	City Wide	220	\$ <u>15.00</u> EA	\$ <u>3,300.00</u>
3A.	Mexican Fan Palm Pruning (Remove dead fronds & seed pods)	City Wide	80	\$ <u>20.00</u> EA	\$ <u>1,600.00</u>
4A.	Cabbage Palm Pruning (Remove dead fronds & seed pods)	City Wide	500	\$ <u>15.00</u> EA	\$ <u>7,500.00</u>
5A.	Monthly Irrigation Zone Testing (Monthly Wet Testing and Adjustments)	City Wide	7,380 615 x 12 months 7,380 zones per year	\$ <u>10.00</u> EA	\$ <u>73,800.00</u>
6A.	Irrigation Repairs - Labor (Beginning at Point of Connection to Nozzles including Controller)	City Wide	4,000hrs	\$ <u>30.00</u> Hr.	\$ <u>120,000.00</u>
7A.	Irrigation Repairs - Materials (Beginning at Point of Connection to Nozzles including Controller)	City Wide	\$15,000 X <u>12.5</u> %.		\$ <u>1,875.00</u>

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

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

Austin Outdoor, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

William M Dellecker

NAME (PRINT OR TYPE)

President

TITLE

4/23/2012

DATE

Litigation Information

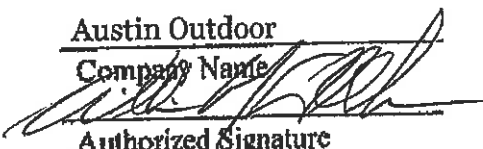


Austin Outdoor, LLC v. 2008-CA- Bella Harbor, LLC and 000970 VCI Construction, LLC	Flagler County, FL Circuit Court	Austin had a subcontract with VCI Construction to provide land- scaping under a contract between VCI and Bella Harbor, owner of the condominium project. VCI and Bella Harbor have common ownership. Austin has not been paid \$119,297.80 of the contract amount. Austin has filed suit to foreclose its construction lien.	\$ 119,297.80	Chimento & Guntharp, P.A.
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CITY OF ORMOND BEACH, FLORIDA**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

Austin OutdoorCompany Name
Authorized SignatureWilliam M DelleckerPrint NamePresidentTitle

DRUG-FREE WORKPLACE CERTIFICATION

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- 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).
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- 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 eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____
(Authorized Signature)

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2011-116 (8/16/11)]:

B. Contractual Provisions Relative to Risk Management

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

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

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

(b) Professional Services Contracts

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

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

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

	\$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate * \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

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

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

- (d) Excess Liability

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

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

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

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

VIII. TERMS AND CONDITIONS

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

City of Ormond Beach

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

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

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

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

State Certified/Registered Contractors

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

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

END OF BID

**Amendment to Contract
No. 1-2015**

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Austin Outdoor, LLC
PO Box 849
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$ 1,225,693.66 to \$ 1,262,340.66

Original Contract Price: \$1,092,387.00

Adjustments prior to this amendment: \$133,306.66

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Red Maple ROW	\$ 456.00
Hull Road ROW	\$ 252.00
Clyde Morris Median, ROW	\$ 1,068.00
Plaza Grande Median	\$ 1,649.00
Magic Forest Playground – ADA mulch	\$ 7,200.00
Granada Medians I-95 West	
Mowing	\$14,676.00
Detailing	\$ 3,612.00
Additional Services – Reclinata pruning	\$ 6,252.00
Cardinal Beach Approach – landscape detail	<u>\$ 1,482.00</u>

Total Amendment to Contract **\$36,647.00**

Contract Price with all adjustments: \$1,262,340.66

CITY OF ORMOND BEACH

RECOMMENDED:

By:


Robert Carolin
Leisure Services Director

APPROVED:


Ed Kelley
Mayor

APPROVED:


Austin Outdoors, LLC

ATTEST:


Joyce A. Shanahan
City Manager


Title


Printed Name

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES is made and entered into by and between the **City of Ormond Beach, Florida** (hereinafter referred to as "City"), and **Austin Outdoor, LLC d/b/a Yellowstone Landscape**, (hereinafter referred to as "Contractor") for the purposes stated herein, as follows:

WHEREAS, the City and Austin Outdoor, LLC are parties to an Agreement for grounds maintenance services having an effective date of October 1, 2012, and

WHEREAS, the City and Austin Outdoor, LLC desire to amend the subject Agreement for the limited purpose of acknowledging the new corporate name under which the Contractor will provide grounds maintenance services for the City; now therefore,

1. The introductory paragraph of that certain Agreement between the City and Austin Outdoor, LLC is hereby amended to read as follows:

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC d/b/a Yellowstone Landscape**, 3235 North State Street, Bunnell, FL 32110 ("Contractor"), and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

2. All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by the undersigned officials as of the date listed below.

DATED: Nov. 17, 2015.

CITY OF ORMOND BEACH, FLORIDA

BY: Ed Kelley
Ed Kelley, Mayor

ATTEST: Joyce Shanahan
Joyce A. Shanahan, City Manager

DATED: _____, 2015.

AUSTIN OUTDOOR, LLC
d/b/a YELLOWSTONE LANDSCAPE

BY: William M. Gabelman
Name: William M. Gabelman
Title: Exec. VP

ATTEST: _____
Name: _____
Title: _____

**Amendment to Contract
No. 1-2016**

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Yellowstone Landscape
PO Box 846
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$ 1,287,678.00 to \$ 1,426,733.20

Original Contract Price: \$1,092,387.00

Adjustments prior to this amendment: \$ 195,291.00

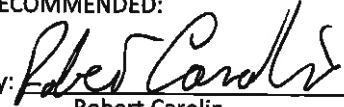
Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Water Dept. Well Site Maintenance	\$ 6,930.00
Wilmette Ave. Tree Maint. (44 new trees)	\$ 1,360.00
Nova Community Park Sidewalks (Edge, Blow)	\$ 1,404.00
Airport Runways/Taxiways Herbicide May/Oct.	\$ 13,280.00
I-95 & US1 Interchange & Medians from Wilmette to 2 nd Traffic Light North of I-95	\$ 59,950.00
Granada Medians I-95 West (Mow, Detail, Mulch)	\$ 13,872.00
140 Downtown Medjools 2016 – 2 Prunings/year	\$ 11,900.00
I95 Interchange Annuals – Quarterly Rotation	\$ 4,471.20
Nova Skate Park 60yds ADA Mulch Annually	\$ 2,400.00
Marvin Cemetery Increase Service Level to 29B from 16C	\$ 312.00
Environmental Discovery Center Grounds Maintenance	\$ 23,176.00
 Total Amendment to Contract	 <u>\$139,055.20</u>

Contract Price with all adjustments: \$1,426,733.20

CITY OF ORMOND BEACH

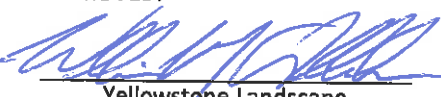
RECOMMENDED:

By: 
Robert Carolin
Leisure Services Director

APPROVED:


Ed Kelley
Mayor

APPROVED:


Yellowstone Landscape

ATTEST:


Joyce A. Shanahan
City Manager


Title


Printed Name

**Amendment to Contract
No. 1-2017**

CONTRACT: Grounds Maintenance Services

Date Issued: October 1, 2012

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Yellowstone Landscape
PO Box 846
Bunnell, FL 32110

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$ 1,441,000.53 to \$ 1,450,096.03

Original Contract Price: \$1,092,387.00

Adjustments prior to this amendment: \$ 348,613.53

Purpose of Amendment Additional staff-approved grounds maintenance sites and services as follows:

Renovated Hospital Gardens increase service levels to 29B from 16C	\$ 931.50
Lincoln Parking Lot	\$ 1,885.00
Lincoln Park	\$ 4,524.00
Water Dept. Oak Forest Lift Station	\$ 1,131.00
Hernandez ROW outfall extension	\$ 624.00

Total Amendment to Contract \$ 9,095.50

Contract Price with all adjustments: \$1,450,096.03

CITY OF ORMOND BEACH

RECOMMENDED:

By: Robert Carolin
Robert Carolin
Leisure Services Director

APPROVED:

Bill Partington
Bill Partington
Mayor

APPROVED:

Al Lalonde
Yellowstone Landscape

ATTEST:

Loyce A. Shanahan
Loyce A. Shanahan
City Manager

VICE PRESIDENT
Title

AL LALONDE
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2026

3/25/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation INSURER B: ACE Property and Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	NAIC # 15105 20699

COVERAGES**CERTIFICATE NUMBER:** 19525393**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide&Herbicide ☒ SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - \$1M x \$1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4066360	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION** See Attachments**19525393**City of Ormond Beach
399 North US 1
Ormond Beach FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscaping Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC
Gleason Johndrow Landscaping, LLC
Davis Landscape Company LLC

Townscapes, LLC
Green Pastures Landscape Company, LLC
Northwest Landscaping, LLC
Greenery NYC, Inc
Elegant Lawn Care, LLC
Rainmaker Irrigation & Landscaping, LLC
Boren's Grass Groomers, LLC
Frank Carson Landscape & Maintenance, LLC
Green Earth Inc. (effective 5/1)



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.F.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	RFP - Tow Related Services		
Recommended Action	The City intends to publicly advertise this project for request for proposals, unless otherwise directed by the City Commission.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Police Department Christopher Roos, Police Captain		

Summary

This is a notice of staff's intent to issue a Request for Proposal (RFP) for a two-year contract for towing and wrecker services.

The City does not operate or conduct its own towing service for disabled vehicles. Therefore, it must contract for this service from outside entities. The City's current contract for towing and wrecking services with Universal Towing has existed since 2021 and expires on January 19, 2026. Utilizing a single towing company to perform these services has proved to be both efficient and reliable and is the preferred method of contracting for tow services moving forward.

Services included in this contract fall into two categories:

- Category I: Emergency Towing Services, which includes services associated with seizures of vehicles, the removal of vehicles from accident scenes, removal and transportation of illegally parked vehicles, and the removal of disabled emergency vehicles operated by the City's Police and Fire Departments; 95% of these service calls must be responded to within 20 minutes, with the remainder of calls having a response time of less than 30 minutes.
- Category II: Non- Emergency Towing Services, which includes the removal and transporting of vehicles owned or leased by the City of Ormond Beach; 50% of these service calls must be responded to within one-hour, with the remainder of calls having a response time of less than two-hours.

In consideration for the performance of these services, including its participation in a Call Allocation System, the Towing Company shall provide for the emergency removal and transportation of all classes of vehicles operated by the City's Police and Fire Departments, at NO CHARGE. As further consideration for the performance of services, including its participation in a Call Allocation System, The Towing Company shall provide 65 (sixty-five) free tows (removal and transport) of Class "A" vehicles owned or leased by the City per contract year at NO CHARGE to the City. In addition, the Towing Company shall jump start (using jump box) and change the flat tires of any Class "A" vehicles at NO CHARGE to the City.

Financial Impact

There is no budget impact associated with contracting towing and wrecker services. The City benefits by the vendor providing at no cost to the city, towing and storage.

Citizen Impact

Utilizing a tow contract(s) allows the Police Department to respond to incidents involving motor vehicles more effectively and efficiently. The on-call wrecker service provides professional and immediate response in times of need and is a valuable asset.

Attachments

1. Towing RFP



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: 2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES

RFP NUMBER:2026-01

RFP OPENING DATE & TIME: November 25, 2025 at 2:00 PM

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

PRE-PROPOSAL MEETING DATE & TIME: N/A

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

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

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

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

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

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

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

STATEMENT OF PURPOSE

The City of Ormond Beach (City) is seeking qualified provider(s) of towing related services.

Any entity/firm/individual qualified to perform the required services is invited to submit a Proposal (RFP submittal). To be considered, the proposal must be received by the Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street Room 102, downstairs, Ormond Beach, Florida, 32174, on the date indicated. **Late proposals will not be accepted.** Responses shall be submitted in sealed envelopes and clearly identified as "2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES" and reference RFP No. 2026-01 on the outside of the envelope. All proposals received after the specified time and date will not be accepted. The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required.

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

In the event that multiple providers are qualified as a result of this solicitation, the City intends to adopt and implement a Call Allocation System whereby the necessary towing services may be equitably apportioned among all qualified providers.

As consideration for participation in the proposed Call Allocation System, or in the event a single provider is ultimately qualified, such provider(s) shall agree to provide certain towing related services at no charge to the City.

TERM OF AGREEMENT

The initial term of this agreement shall be for a period of two (2) years and will be automatically renewed for three (3) additional 1-year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

GENERAL DESCRIPTION OF SERVICES AND SERVICE CATEGORIES

Qualified towing and wrecker service provider(s) must be able to provide the services as indicated.

Remove, transport, and store vehicles in the following service categories:

Category I: Emergency Towing Services. At the direction of either the City's Police or Fire Chief, the provider(s) must be capable of performing towing and wrecker related

services associated with the seizure of vehicles authorized by Chapter 932, Florida Statutes; the removal of vehicles from accident scenes (either with consent of the owner/operator, or when the officer-in-charge determines that a vehicle or vehicles must be removed from the scene in the interest of public safety without consent of the owner/operator); removal and transportation of illegally parked vehicles from municipal or public rights of way; and the removal and transportation to any location within Volusia County of disabled emergency vehicles operated by the City's Police and Fire Departments.

Services in this category shall be rendered by the provider(s) upon demand of the appropriate City representative at any and all times, twenty-four (24) hours a day, seven (7) days a week, including holidays, with a maximum response time of 20-minutes for at least ninety-five (95%) percent of all service calls; and a 30-minute response time for the remaining five (5%) percent of service calls.

Category II: Non-Emergency Towing Services. At the direction of the City's Fleet Manager, the provider(s) must be capable of removing and transporting vehicles owned or leased by the City to any location within Volusia County; and the removal, transportation, and storage of abandoned or disabled vehicles associated with local code enforcement activities.

Services in this category shall be rendered by the provider(s) upon request of the City, between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excepting holidays, within 1-hour of the request for service in at least fifty (50%) percent of all service calls; and a 2-hour response time for the remaining fifty (50%) percent of service calls.

Consideration: As consideration for the performance of services, including its participation in a Call Allocation System, the Towing Company shall provide for the emergency removal and transportation of all classes of vehicles operated by the City's Police and Fire Departments, at NO CHARGE. As further consideration for the performance of services, including its participation in a Call Allocation System, The Towing Company shall provide 65 (sixty-five) free tows (removal and transport) of Class "A" vehicles owned or leased by the City per contract year at NO CHARGE to the City. In addition, the Towing Company shall jump start (using jump box) and change the flat tires of any Class "A" vehicles at NO CHARGE to the City.

PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-610-0470, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the

contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

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

Deadline for Submission: Proposals must be submitted by the date indicated. **Late Proposals will not be accepted.**

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until **November 7, 2025 at 4:00 PM**. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 610-0470
rob.hart@ormondbeach.org

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

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

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

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

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

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

Certification: The applicants must certify that they are in good professional standing and that they understand and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.

Documentation as to 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.

Technical Proposal: The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the "2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES" in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

A. The Towing Company shall, during the term of this Contract, own a minimum of three (3) wreckers to provide the services required by this Contract, one of which must be a Class "C" wrecker. The wreckers of the Towing Company shall meet the requirements and specifications set forth in *Rule 15B-9.005, Fla. Adm. Code*, as the same now exists and as may from time to time be amended.

Do you have the required number and class of wreckers as indicated?

_____ Yes _____ No (If no, your proposal cannot be considered)

B. Do you meet all the eligibility requirements of Exhibit "A" to this RFQ?
_____ Yes _____ No (If not, your application cannot be considered).

C. List company equipment to include model, year, towing capacity and equipment condition that you propose for this agreement. (Any equipment submitted in this proposal to be considered must be operational/road ready at the time of proposal submittal and

must remain operational/road ready during the selection process for awarding of this agreement).

D. List and identify the address, telephone number and capacity (inside and outside storage) of the principal compound and subsidiary compound proposed for the agreement.

Is storage space subcontracted _____ Yes _____ No

E. List and provide a copy of all necessary, County, City and other licenses and permits as may be required to operate the type requisite business.

F. Do you currently carry level of insurance required? _____ Yes _____ No
Proof of Insurance is required at the time of submitting proposal.

G. CASH BOND. Prior to the effective date, the Towing Company shall post a cash or surety performance bond in the amount of two thousand five hundred (\$2,500.00) dollars with the City to be used by the City in the event the Towing Company fails to provide services required by the Contract, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.

Can you furnish the cash bond as required?

Yes _____ No _____ If no, comment below.

H. Number of years experience the proposer has had in providing similar services: _____. List firm name and locations where such services have been provided.

I. List all owners or principal stockholders as applicable. Principal stockholder is defined as a holder of more than ten (10%) percent of the outstanding issued stock. For each person listed provide name and home address.

J. List all persons who will have direct responsibility for the operations of the firm, if awarded a certificate of qualification. For each person listed give employment history for the last two (2) years. A brief resume or summary of qualifications and experience may be included in your application for each person listed.

K. List clients for whom you have provided similar services in the last two (2) years. Provide name, address, telephone number, contact person, and dates services were initiated and terminated.

L. One (1) Bank Reference: Provide name, address, telephone number, and contact person.

M. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest or which are concerned directly with the staff or part of your organization proposed for the agreement:

The applicant understands that the information contained in this application is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the applicant to be true. The applicant agrees to furnish such additional information, prior to acceptance of any application relating to the qualifications of the applicant, as may be required by the City.

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

EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the members of the police department, fleet operations or other departments as appropriate. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

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

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

Evaluation Criteria:

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

A.	Equipment	20%
B.	Experience	15%
C.	Qualifications	15%
D.	References	10%
E.	Storage Capacity/ Location	20%
F.	Completeness of Submittal	10%
G.	Services/Tows/Secure Storage Provided for City use	10%

Responsive proposals will be ranked in each of the criteria

**City of Ormond Beach
Request for Proposals (RFP)
2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES
(RFP No. 2026-01)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES
(RFP No. 2026-01)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
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.

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

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

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

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal

EXHIBIT A

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

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

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

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

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

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within

five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

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

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

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

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

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

published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

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



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.G.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	RFP - Ormond Beach Facilities Access Control		
Recommended Action	The City intends to publicly advertise this project for Request for Proposals, unless otherwise directed.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

This disposition item provides public notice of the City's intent to issue a Request for Proposals (RFP) for the Ormond Beach Facilities Access Control, RFP No. 2026-05.

Installation of access card readers and security cameras has been identified as key components in enhancing security at City facilities for the safety of employees and the general public.

Access systems should provide for 3 main elements:

1. Identification: For access control to be effective, it must provide some way to identify an individual.
2. Authentication: Identification requires verification and confirmation of whom that individual is.
3. Authorization: This is a set of actions allowed to a particular identity and makes up the primary process of authorization.

This project proposes to provide a unified access control and security camera system. It includes exterior doors, interior departmental doors, office doors, and common areas. The proposal will include all required programming of existing users into the system, installation, service labor hours and programming, and design and testing labor hours. The new control system will maintain compliance with upcoming Florida Department of Law Enforcement (FDLE) and Homeland Security requirements.

This RFP will focus on an integrated system that is fully expandable. The proposal calls for the

installation of approximately 100 access card readers and security cameras at City Hall initially, and additional access card readers and security cameras to be added at additional facilities to be determined by the City. This technology will be compatible with the existing security systems at other City facilities.

Financial Impact

Funding in the amount of \$300,000 was included in the Fiscal Year 2025-2026 budget within Fund 301 - General Improvement. The engineers estimate for this project is \$250,000.

Citizen Impact

A reliable and consistently operating access control system for City Hall is critical to operations and security. This new system will ensure only authorized persons can access secure areas of the facility.

Attachments

1. Ormond Beach Facilities Access Control RFP 2026-05



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Ormond Beach Facilities Access Control**

RFP NUMBER: **2026-05**

RFP OPENING DATE & TIME: **December 9, 2025 at 2:00 pm**

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

PRE-PROPOSAL MEETING DATE & TIME: **November 19, 2025 at 2:00 pm**

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

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)610-0400
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is seeking proposals from qualified security system integrators to design, supply, install, and configure a complete security camera and card access control system for City owned facilities. The solution must fully integrate with our existing **Verkada** cloud-based system. Also included with this proposal shall be a (1) one year service contract with options for renewal.

Project Goals

1. Enhance physical security of City Hall and additional facilities to be determined by the City.
2. Ensure seamless integration with existing Verkada infrastructure.
3. Install comprehensive camera coverage for both interior and exterior of the building.
4. Implement card access control on all external entry points and internal department office doors.
5. Provide remote monitoring and centralized access management capabilities through Verkada.

Proposal schedule

II. SCOPE OF SERVICES

A. Camera Surveillance System

The vendor shall:

- Conduct a site survey to determine optimal card access and camera placement (interior and exterior) both wireless and hard wired.
- Provide and install Verkada or compatible IP security cameras for:
 - All main entrances and exits.
 - Perimeter coverage of the exterior of City Hall.
 - All common areas (lobbies, hallways, stairwells).
 - Each department interior space, including reception areas and service counters.
 - All emergency exits and restricted areas.
- Ensure proper mounting, cabling, and network integration.
- Configure cameras for optimal resolution, field of view, and retention settings.
- Integrate cameras with existing Verkada cloud dashboard.

- Test and validate video feeds and coverage.

B. Card Access Control System

The vendor shall:

- Conduct site surveys.
- Supply and install Verkada or compatible card readers and access control hardware on:
 - All external entry/exit doors.
 - All interior department doors (e.g., Finance, HR, Legal, IT, Mayor's Office, etc.).
- Ensure installation includes all necessary door hardware (e.g., electrified locks, strikes, controllers).
- Integrate with the current Verkada access control platform.
- Assign access groups based on City staff roles and department requirements.
- Set up remote credential management and real-time access logs.

C. Integration and Configuration

- All hardware and software must integrate into the City's existing Verkada environment.
- Vendor must verify complete system compatibility.
- Include configuration of Verkada Command platform for admin-level access, camera views, access schedules, and alerting.

D. Estimated Quantities

ITEM	DESCRIPTION	QTY	UNIT
1	Site Survey for Cameras and Doors	1	LS
2	Hardwired/Wireless Doors-1 st Floor	65	EA
3	Hardwired/Wireless Doors-2 nd Floor	36	EA
4	Cameras-1 st Floor	65	EA
5	Cameras-2 nd Floor	36	EA

E. Training and Support

- Provide on-site training for City personnel on system use and administration.
- Deliver as-built documentation, including:
 - Equipment list with serial numbers

- Floor plans with camera and access device locations
- Network integration details
- User guide and SOPs
- Provide warranty details and ongoing support options.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed for four additional one year periods (5 years total) thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

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

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Company Information:

- Company name, address, website.
- Point of contact.
- Physical location of the company must be within a 120-mile radius of City of Ormond Beach to ensure timely support, maintenance, and emergency repairs.
- Years in business and relevant experience with Verkada systems.

B. Technical Proposal:

- Detailed system design and layout.
- Equipment specifications (camera models, access control hardware, etc.)

- Integration plan with existing Verkada environment.
- Implementation schedule.

C. Cost Proposal:

- Itemized breakdown of all materials, labor, and licensing.
 - Per unit cost for card readers and cameras including installation.
 - Per foot cost for furnishing and installing cable for communications and power.
 - Cost for any additional hardware and software required for a complete and fully functioning system.
- Optional maintenance or support costs.

D. References:

- Minimum of three (3) similar projects completed in the last 5 years.

E. Certifications

- Proof of certification or partnership with Verkada (if applicable).
- Any required state/local licenses.

F. Schedule of Proposal

October 26, 2025	Legal Advertisement.
November 19, 2025, 2:00 pm	Non-mandatory pre-submittal meeting City Hall Training Room, 22 South Beach Street Site visit to follow meeting.
December 2, 2025, 4:00 pm	Last day for questions.
December 9, 2025, 2:00 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 a single sealed envelope.
December 15, 2025- December 19, 2025	Proposal Review and Rankings.
January 20, 2026	City Commission Approval of Contracts.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-610-0470, or by e-mail at: procurement@ormondbeach.org.

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

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

Deadline for Submission: To be considered, proposals must be received no later than December 9, 2025 at 2:00 pm.

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

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 610-0470
procurement@ormondbeach.org

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

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

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

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

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

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

VII. EVALUATION PROCESS AND CRITERIA

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

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

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

Evaluation Criteria:

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

Experience with Verkada systems (25 points)
 Technical approach and design (25 points)
 Cost effectiveness (20 points)
 Timeline and implementation plan (15 points)
 References and past performance (10 points)
 Proximity (within 120 mile radius) (5 Points)

Responsive proposals will be ranked in each of the criteria.

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

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

EXHIBIT A

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

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

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

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

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-610-0540 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) 610-0540 or btonline@ormondbeach.org

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within

five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

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

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

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

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

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

published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

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

**City of Ormond Beach
Request for Proposals (RFP)
CITY HALL ACCESS CONTROL
(RFP No. 2026-05)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
CITY HALL ACCESS CONTROL
(RFP No. 2026-05)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
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.

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

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

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

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	7.H.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	City Manager's Monthly Report, October 2025		
Recommended Action	This report is for informational purposes. Additional information provided upon request.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Joyce Shanahan, City Manager		

Summary

The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)

Financial Impact

None

Citizen Impact

None

Attachments

1. Financial Status Report - August 2025
2. Capital Improvements Projects, Status Report - September 2025
3. Economic Development Report - September 2025
4. Development Activity Report - September 2025
5. Building Permit Activity - September 2025
6. Building Permit Activity - Fiscal Year 2024-2025



Monthly Financial Status Report

August 2025

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of this report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 92% benchmark is favorable, while expenses at or below the 92% benchmark is also favorable.

**The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision
(Ridge Haven).**

Financial Status Report:
August 2025

Budget Summary

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	49,185,112	42,455,119	86%	43,384,094	88%
104 - Community Redevelopment	1,822,138	1,981,854	109%	3,058,931	168%
106 - Ormond Crossing	346,798	383,960	111%	-	0%
107 - Stormwater	3,434,247	3,970,841	116%	4,520,464	132%
108 - Airport	369,418	475,572	129%	619,588	168%
109 - Local Law Enforcement Trust Fund	-	215,137	0%	-	0%
110 - Economic Development Fund	-	1,006,045	0%	2,134,810	0%
115 - Recreation Facility Fee	57,225	48,755	85%	27,433	48%
205 - Financing Debt Service	660,000	1,246,663	189%	684,134	104%
220 - Debt Service GOB 2010	346,322	348,556	101%	355,720	103%
301 - General Capital Improvement	4,999,383	531,515	11%	1,460,500	29%
302 - General Equipment & Vehicle	407,000	378,168	93%	391,056	96%
305 - Public Safety Vehicle & Equip	888,000	904,490	102%	943,398	106%
308 - Transportation	2,159,976	1,532,377	71%	942,973	44%
310 - Recreation Impact Fee	100,000	639,310	639%	-	0%
316 - Local Roads Impact Fee	50,000	295,308	591%	-	0%
317 - Facilities Renewal & Replacement	879,126	981,146	112%	1,257,670	143%
318 - Stormwater Impact Fee	50,000	10,958	22%	-	0%
319- Police Impact Fees	-	66,764	0%	-	0%
320- Fire Impact Fees	-	83,446	0%	-	0%
322 - Leisure Services Capital Fund	954,116	1,002,457	105%	891,498	93%
401 - Water/Wastewater Operating Fund	26,307,887	21,298,903	81%	23,293,059	89%
408 - Water/Wastewater E&V Fund	850,000	256,337	30%	286,551	34%
409 - Water/Wastewater Capital	12,346,951	4,034,521	33%	5,935,252	48%
414 - Water/Wastewater Consolidated Deb	4,924,000	4,513,663	92%	4,874,106	99%
433 - Reuse Impact Fee Fund	-	18,333	0%	-	0%
434 - Water Impact Fee	700,000	993,549	142%	926,365	132%
435 - Wastewater Impact Fee	675,000	1,308,009	194%	284,959	42%
446 - 2024 W&S Bond Projects	-	(855,207)	0%	3,473,708	0%
460 - Solid Waste	13,407,304	12,444,716	93%	14,117,682	105%
502 - Workers Compensation	1,851,612	736,426	40%	1,402,692	76%
504 - General Liability	2,905,253	3,146,917	108%	1,993,442	69%
Total	\$ 131,976,868	\$ 106,454,787	81%	\$ 117,260,086	89%

General Fund Revenues

Ad valorem Taxes – Annual revenue is estimated at \$21,823,639 and is based on the taxable value (\$5.49 billion) and the operating millage (4.096). Year to date we have received \$17.9 million.

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. To date \$4.5 million has been received.

Communication Taxes – Communication service taxes collected as of August amount to \$1.4 million.

Business Tax – Business tax collections amounted to \$185,651. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. franchise fee agreements require electric and natural gas providers to remit 6% of gross sales to the City. Payments often occur several months after they are collected by providers. Collections through August 2025 are \$4.2 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through August, the City received a total of \$4.3 million in this category.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The City received \$997,000 in this category through August.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$102,183 as of August.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$2.5 million.

Transfers In – Transfers have been recorded in the amount of \$6.3 million through August.

Financial Status Report: August 2025

General Fund Revenues - August 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Property Tax	\$ 18,485,823	\$ 17,933,679	\$ 552,144	97.0%	\$ 15,927,585	\$ 2,006,094	12.60%
Utility Taxes	5,215,000	4,517,356	697,644	86.6%	4,429,272	88,084	1.99%
Communication Tax	1,750,000	1,427,841	322,159	81.6%	1,362,533	65,308	4.79%
Business Tax	283,500	185,651	97,849	65.5%	138,245	47,406	34.29%
Licenses, Permits & Fees	5,376,350	4,180,536	1,195,814	77.8%	4,666,658	(486,121)	-10.42%
Intergovernmental	5,162,000	4,286,188	875,812	83.0%	4,440,953	(154,765)	-3.48%
Charges for Services	864,638	997,454	(132,816)	115.4%	977,280	20,173	2.06%
Fines & Forfeitures	73,000	102,183	(29,183)	140.0%	55,506	46,677	84.09%
Miscellaneous Revenues	3,856,857	2,542,362	1,314,495	65.9%	2,031,716	510,646	25.13%
Transfers In	6,852,944	6,281,869	571,075	91.7%	5,233,536	1,048,333	20.03%
Use of Fund Balance	1,265,000	-	1,265,000	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 42,455,119	\$ 6,729,993	86.3%	\$ 39,263,284	\$ 3,191,835	8.1%

General Fund Reserve – This category includes commitments made in the current fiscal year by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting/ Approval Date	Comments
New Police Station & EOC	\$558,000.00	1/21/2025	Transfer to Fund 301 Reso 2025-29
Andy Romano Seawall & ADA Ramp	\$268,000.00	3/4/2025	Transfer to Fund 301 Reso 2025-63
Ormond Tennis Center Court Resurfacing (Milton)	\$75,000.00	1/21/2025	Transfer to Fund 317 Reso 2025-36
Nova Comm Center Activity Room	\$65,000.00	3/4/2025	Transfer to Fund 317 Reso 2025-66
Magic Forest Playground	\$65,000.00	3/4/2025	Transfer to Fund 317 Reso 2025-65

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$31.66 million of the General Fund gross budget. Expenditures through August were \$28 million.

Operating Expenditures - This category includes \$14.75 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through August, \$13.3 has been spent.

Grants and Aids - This category includes contributions made to not-for-profit organizations which were budgeted at \$188,528. \$156,341 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2 million with \$1.9 million made through August.

Financial Status Report: August 2025

General Fund Expenditures - August 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
City Commission	\$ 448,925	\$ 346,850	\$ 102,075	77.3%	\$ 344,176	\$ 2,674	0.78%
City Administration	903,986	1,070,325	(166,339)	118.4%	826,512	243,813	29.50%
Support Services	473,841	407,636	66,205	86.0%	396,880	10,756	2.71%
City Attorney	1,304,609	1,286,539	18,070	98.6%	1,271,183	15,356	1.21%
Legislation & Policy	3,131,361	3,111,350	20,011	99.4%	2,838,751	272,600	9.60%
Finance	1,200,017	950,329	249,689	79.2%	1,067,364	(117,036)	-10.96%
Information Technology	2,364,333	2,365,152	(819)	100.0%	1,917,886	447,266	23.32%
Human Resources	730,163	557,583	172,580	76.4%	525,194	32,389	6.17%
Planning	873,037	710,729	162,308	81.4%	712,719	(1,990)	-0.28%
Building Inspections	1,567,364	1,290,738	276,626	82.4%	1,212,525	78,213	6.45%
Police Administration	1,434,844	1,131,601	303,243	78.9%	1,022,987	108,615	10.62%
Police Operations	8,313,572	7,458,394	855,178	89.7%	7,243,290	215,104	2.97%
Community Outreach	666,040	538,963	127,077	80.9%	510,727	28,236	5.53%
Criminal Investigations	1,571,364	1,503,768	67,596	95.7%	1,432,777	70,991	4.95%
Community Services	470,374	429,463	40,911	91.3%	410,154	19,309	4.71%
Records	197,910	176,636	21,274	89.3%	171,958	4,679	2.72%
Neighborhood Impr.	524,896	474,126	50,770	90.3%	347,768	126,358	36.33%
Police	13,179,000	11,712,952	1,466,048	88.9%	11,139,660	573,292	5.15%
Fire	8,202,046	7,288,916	913,130	88.9%	7,062,643	226,273	3.20%
Streets	2,826,514	2,248,379	578,135	79.5%	2,213,075	35,303	1.60%
Engineering	1,329,783	1,189,225	140,558	89.4%	1,102,449	86,777	7.87%
Fleet	1,900,237	1,748,491	151,746	92.0%	1,578,153	170,338	10.79%
Public Works	6,056,534	5,186,095	870,439	85.6%	4,893,678	292,417	5.98%
Economic Development	437,322	345,564	91,758	79.0%	281,265	64,299	22.86%
Building Maintenance	1,046,146	944,008	102,138	90.2%	913,164	30,845	3.38%
Administration	879,360	792,998	86,362	90.2%	728,864	64,134	8.80%
Nova Recreation	442,484	475,926	(33,442)	107.6%	388,062	87,863	22.64%
S. Ormond Neigh. Center	422,968	410,563	12,405	97.1%	404,244	6,319	1.56%
Athletic Fields Mnt.	1,807,636	1,435,387	372,249	79.4%	1,450,019	(14,632)	-1.01%
Parks	2,706,533	2,349,972	356,561	86.8%	2,393,968	(43,996)	-1.84%
Environmental Learning	272,782	239,185	33,597	87.7%	208,974	30,211	14.46%
The Casements	389,473	413,843	(24,370)	106.3%	410,492	3,351	0.82%
Performing Arts Center	385,975	392,729	(6,754)	101.7%	312,463	80,266	25.69%
Senior Center	119,839	141,198	(21,359)	117.8%	73,972	67,226	90.88%
Community Events	287,632	271,884	15,748	94.5%	182,578	89,306	48.91%
Leisure Services	8,760,828	7,867,692	893,136	89.8%	7,466,799	400,893	5.37%
Grants & Aid*	91,528	90,507	1,021	98.9%	84,257	6,250	7.42%
Transfers	2,079,813	1,906,487	173,326	91.7%	1,510,740	395,747	26.20%
Contingency	511,766	-	511,766	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 43,384,094	\$ 5,801,018	88.2%	\$40,713,482	\$ 2,670,612	6.56%

Financial Status Report:
August 2025

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$1.82 million, including \$700,000 in transfers into this fund. \$2 million has been received as of August. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of \$3.1 million has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - August 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Grant	\$ -		\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	1,121,241	1,232,025	(110,784)	109.9%	906,892	325,133	35.9%
Miscellaneous	500	107,803	(107,303)	21560.5%	135,860	(28,058)	-20.7%
Transfers In	700,397	642,026	58,371	91.7%	598,345	43,681	7.3%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 1,981,854	\$ (159,716)	108.8%	\$ 1,641,097	\$ 340,757	20.76%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Planning	\$ 71,050	\$ 78,375	\$ (7,325)	110.3%	\$ 78,350	\$ 25	0.0%
Public Works	148,021	500,454	(352,433)	338.1%	524,156	(23,702)	-4.5%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	290,035	2,480,102	(2,190,067)	855.1%	303,989	2,176,114	715.9%
Contingency	1,113,032	-	1,113,032	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 3,058,931	\$ (1,236,793)	167.9%	\$ 906,495	\$ 2,152,437	237.45%

Financial Status Report: August 2025

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.58 million with \$2.3 million received through August 2025 along with \$143,996 in miscellaneous income.

Expenditures – The budget for stormwater expenses is \$3.4 million with \$4.5 million spent to date.

Stormwater Fund Revenues - August 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,575,000	2,267,513	307,487	88.1%	2,396,286	(128,772)	-5.37%
Miscellaneous	100,000	143,996	(43,996)	144.0%	205,043	(61,047)	-29.77%
Intergovernmental	-	1,559,331	-	0.0%	-	1,559,331	0.00%
Use of Fund Balance	759,247	-	759,247	0.0%	-	-	0.00%
	<u>\$ 3,434,247</u>	<u>\$ 3,970,841</u>	<u>\$ 1,022,738</u>	<u>115.6%</u>	<u>\$ 2,601,329</u>	<u>\$ 1,369,512</u>	<u>52.65%</u>

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2024-24	\$ FY Variance	% FY Variance
Maintenance	2,943,118	4,263,361	(1,320,243)	144.9%	1,715,025	2,548,335	148.59%
Engineering Support	\$ 210,664	-	\$ 210,664	0.0%	-	\$ -	0.00%
Transfers Out	280,465	257,103	23,362	91.7%	232,826	24,277	10.43%
Contingency	-	-	-	0.0%	-	-	0.00%
	<u>\$ 3,434,247</u>	<u>\$ 4,520,464</u>	<u>\$ (1,086,217)</u>	<u>131.6%</u>	<u>\$ 1,947,851</u>	<u>\$ 2,572,612</u>	<u>132.07%</u>

Financial Status Report:
August 2025

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$23.5 million with \$20.9 million collected year to date. The revenue also includes \$450,984 budgeted for transfers, of which \$413,413 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$26.3 million, with \$23.3 million expended to date. This total also includes \$10.6 million in transfers made through August.

Water/Wastewater Fund Revenues -August 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Water/Sewer Charges	\$ 23,471,000	\$ 20,852,608	\$ 2,618,392	88.8%	\$ 20,766,111	\$ 86,498	0.42%
Miscellaneous	60,000	32,882	27,118	54.8%	81,875	(48,994)	-59.84%
Transfers In	450,984	413,413	37,571	91.7%	423,313	(9,900)	-2.34%
Intergovernmental	-	-	-	0.0%	22,982	(22,982)	-100.00%
Use of Fund Balance	2,325,903	-	2,325,903	0.0%	-	-	
	\$ 26,307,887	\$ 21,298,903	\$ 5,008,984	81.0%	\$ 21,294,281	\$ 4,622	0.02%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Utility Billing	\$ 1,698,991	\$ 1,539,677	\$ 159,314	90.6%	\$ 1,577,389	\$ (37,712)	-2.39%
Water Production	5,175,140	4,371,037	804,103	84.5%	4,219,070	151,967	3.60%
Water Distribution	1,720,373	1,617,191	103,182	94.0%	1,516,651	100,540	6.63%
Wastewater Treatment	4,439,203	3,642,949	796,254	82.1%	3,613,428	29,521	0.82%
Wastewater Collection	1,639,761	1,433,740	206,021	87.4%	1,459,870	(26,130)	-1.79%
W&S Engineering	-	23,579	(23,579)		-	23,579	0.00%
Transfers Out	11,634,419	10,664,885	969,534	91.7%	10,015,027	649,858	6.49%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 26,307,887	\$ 23,293,059	\$ 3,014,828	88.5%	\$ 22,401,436	\$ 891,623	3.98%

Financial Status Report:
August 2025

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$12.4 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are \$13.4 million. \$14 million has been expended as of August. Year to year variance due to increase in Waste Management service fee increases.

Solid Waste Fund Revenues - August 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Franchise Fees	\$ 1,864,304	\$ 1,895,267	\$ (30,963)	101.7%	\$ 1,688,071	\$ 207,196	12.27%
User Fees	11,542,000	10,524,546	\$ 1,017,454	91.2%	10,559,298	(34,752)	-0.33%
Miscellaneous	1,000	24,903	\$ (23,903)	2490.3%	52,677	(27,774)	-52.73%
Intergovernmental	-	-	\$ -	0.0%	2,050,761	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 12,444,716	\$ 962,588	92.8%	\$ 14,350,807	\$ 144,670	1.01%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Collection & Disposal	\$ 8,796,648	\$ 11,232,361	\$ (2,435,713)	127.7%	\$ 7,924,077	\$ 3,308,284	41.75%
Recycling	1,309,300	1,307,856	1,444	99.9%	1,163,508	144,347	12.41%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,720,868	1,577,466	143,402	91.7%	1,567,016	10,450	0.67%
Contingency	1,580,488	-	1,580,488	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 14,117,682	\$ (710,378)	105.3%	\$ 10,654,601	\$ 3,463,081	32.50%

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund				
Revenues				
	Miscellaneous Revenue-Tree Fund	108,000		
	Fund Balance	849,163		
		<u>957,163</u>		
Expenditures				
	Transfer to Fund 301-Median Landscaping Upgrades		108,000	Reso 2025-72 5/20/25
	Transfer to Fund 317-Magic Forest Playground		65,000	Reso 2025-65 3/4/25
	Transfer to Fund 317-BPOS-Senior Center		2,815	FEMA MILTON
	Transfer to Fund 317-Mold Remediation		10,000	Senior Center Mold
	Transfer to Fund 317-Tennis Courts		75,000	Reso 2025-36 1/21/25
	Transfer to Fund 317-Nova Community Center Activity Room Floor		65,000	Reso 2025-66 3/4/25
	Transfer to Fund 301-Police/EOC Design Phase I		558,000	Reso 2025-29 1/21/25
	Building Inspections Operating Account		(45,000)	Transfer to Capital Fund
	Transfer to Fund 301-Building Inspection Furnishings		45,000	Transfer to Capital Fund
	Transfer to PARKS 00157206.503403 MILTO		73,348	
	Transfer to Fund 305-Public Safety Vehicle Fund		105,000	Vehicles for new fire positions (2)
	Contingency		(105,000)	
			<u>957,163</u>	
CRA				
Revenues				
	Use of Fund Balance	3,735,949		
		<u>3,735,949</u>		
Expenditures				
	Median Landscaping Upgrades		114,000	Reso 2025-72 5/20/25
	Cassen Park Construction		2,524,466	Reso. 2024-207 12/3/24 & 2025-45 2/4/25 & Geotech Work Auth
	Year End Purchase Order Carryforward		1,097,483	
			<u>3,735,949</u>	
Ormond Crossings				
Revenues				
	Use of Fund Balance	35,000		
		<u>35,000</u>		
Expenditures				
	Flyover Bridge Plan		35,000	Reso 2025-64 3/4/2025
			<u>35,000</u>	
Stormwater				
Revenues				
	Use of Fund Balance	3,137,281		
		<u>3,137,281</u>		
Expenditures				
	Rio Storm Drain Pipe		134,000	Reso 2025-43 1/21/25
	OBSC Drainage		870,185	Reso 2025-115 7/22/25
	515 Hand Avenue Emergency Repair		8,000	4/1/2025
	Fleming Avenue Stormwater Improvements		176,000	Reso 2025-56 2/18/25
	Ormond Shores Park Stormwater Repair		142,250	
	Year End Purchase Order Carryforward		1,806,846	
			<u>3,137,281</u>	
Airport				
Revenues				
	Use of Fund Balance	456,807		
	FDOT	109,200		
		<u>566,007</u>		
Expenditures				
	Civil Air Patrol Building Utilities		24,000	
	Access Gates		136,500	Reso 2025-58 2/18/25
	Year End Purchase Order Carryforward		405,507	
			<u>566,007</u>	
Economic Development Fund				
Revenues				
	Use of Fund Balance	11,115		
		<u>11,115</u>		
Expenditures				
	Year End Purchase Order Carryforward		11,115	
			<u>11,115</u>	

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Pension Pass Thru				
Revenues				
		-		
Expenditures				
			-	
Recreation Facility Fee Fund				
Revenues				
		-		
Expenditures				
			-	
Debt Service Fund				
Revenues				
		-		
Expenditures				
			-	
General Capital Improvements				
Revenues				
	Use of Fund Balance	1,287,221		
	Transfer from General Fund-Police EOC	558,000		
	Transfer from General Fund-Median Landscaping Upgrades	108,000		
	Transfer from General Fund-Building Inspection Furnishings	45,000		
	Transfer from Transportation-Division Avenue North Sidewalk	15,795		
	Bond Proceeds	(558,000)		
	FEMA	1,637,250		
	State of Florida	272,875		
	Assistance to Firefighters Grant	34,070		
	CDBG Grant	303,224		
		3,703,435		
Expenditures				
	Median Landscaping Upgrades		108,000	Reso 2025-72 5/20/25
	ARBFP Seawall Design		4,000	
	Ames House Renovation MILTON		522,323	
	Police Department HVAC Upgrades		5,000	Reappropriation from FY 2023-24
	Commission Chambers AV Retrofit		24,930	Work Authorization
	Commission Chambers AV Retrofit		15,000	Work Authorization
	Commission Chambers AV-Additional Work		19,000	Reso 2024-215 12/3/24
	Fortunato Repairs MILTON		5,000	Emergency Procurement
	Riviera Park Repairs MILTON		5,000	Emergency Procurement
	PAC Bench Replacement		3,000	
	Fire Station Alerting System		87,000	Reso 2025-51 2/4/25
	Fire Department Washers/Dryers		37,478	Reso 2024-31 3/4/24
	Hope Place Contribution		29,919	Reso 2025-49 2/4/25
	Engineering & Planning Department Renovation		207,000	Reso 2025-40 3/4/25
	Engineering Department Electrical & Furniture		35,000	
	301271 Additional Unplanned Chamber work that was added much later to the project.		13,773	N/A
	Division Avenue North Sidewalk		56,100	Reso 2025-106 7/22/25
	ARBFP Seawall & Ramp Construction		2,137,000	Reso 2025-63 3/4/25
	ARBFP Seawall & Ramp Construction Admin		46,000	
	Central Park Trails		233,000	Reso 2025-107 7/22/25
	Building Inspection Furnishings		45,000	
	Fleet Canopy Repairs		53,000	Emergency Repairs
	Year End Purchase Order Carryforward		11,912	
			3,703,435	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
General Capital Vehicle/Equipment				
Revenues				
	Use of Fund Balance	116,200		
		<u>116,200</u>		
Expenditures				
	Streets Tractor #472		73,000	Damaged
	Inspector Vehicles (#154, 160)		6,000	Additional funding based on actual cost
	Pickup #530		26,000	Additional funding based on actual cost
	Dump Truck #252		11,200	Reso 2025 94 5/20/25
			<u>116,200</u>	
Public Safety				
Revenues				
	Use of Fund Balance	460,336		
	HMGP Grant	173,555		
	Transfer from Fund 001-General Fund	105,000		
	Transfer from Fund 504-General Liability Fund	61,000		
		<u>799,891</u>		
Expenditures				
	JAG 24 Project---30552102.505110 License Plate Reader		10,100	Reso#24-178
	EOC Satellite Phones		18,000	Carryforward from FY 2024-25
	Patrol Vehicle P41		61,000	Damaged
	AED GRANT OPIOD 30552102.505110		54,385	4/15/2025 Resolution 2025-82 \$54385
	Brush Truck		289,000	Carryforward from FY 2024-25
	Fire Inspector & Battalion Captain Vehicles		105,000	New positions authorized in FY 2024-25 budget
	Fire Station 92 & 93 Generators		231,406	Reso 2025-129 8/5/25
	Harley Davidson		31,000	Pre-order for FY 2025-26
			<u>799,891</u>	
Transportation				
Revenues				
	Use of Fund Balance	194,395		
		<u>194,395</u>		
Expenditures				
	Transportation Consulting		30,000	Reappropriation from FY 2023-24
	Main Trail Bridge Assessment		3,750	Emergency procurement
	Street Lighting		8,000	Street Lighting
	Crowd control measures		122,000	Emergency procurement
	Transfer to General Capital		15,795	Reso 2025-106 7/22/25 Division Ave. North Sidewalk
	Year End Purchase Order Carryforward		14,850	
			<u>194,395</u>	
Facilities R&R				
Revenues				
	Use of Fund Balance	309,459		
	Transfer from General Fund	217,815		
	FEMA	623,450		Magic Forest Playground
		<u>1,150,724</u>		
Expenditures				
	PAC Roof Repair		34,144	Reso. 2024-197
	NOVA Floor Demolition 317695		65,000	Reso 2025-66 3/4/25
	Fire Station 91 Electric Panel Repair		18,000	Emergency Repair
	Magic Forest Playground		105,000	Emergency Repair 2/4/25
	Tennis Court Reconstruction		600,000	Reso 2025-36 1/21/25
	Fire Station 92 Bay Floors		22,463	Carryforward from FY 2023-24
	Central Park I Playground		19,000	Carryforward from FY 2023-24
	OBSC Limitless Playground		42,000	Carryforward from FY 2023-24
	Engineering Department Roof		48,000	Carryforward from FY 2023-24
	Nova Sports Complex Shade Structure		73,200	Carryforward from FY 2023-24
	Miscellaneous Park Repairs under \$25,000		15,148	Carryforward from FY 2023-24
	BPOS Roof		17,020	FEMA-Milton
	Senior Center Roof		5,495	FEMA-Milton
	OBSC Pump Replacements		21,000	Emergency repair
	Senior Center Mold Remediation 317702		15,593	Mold Senior Center
	Senior Center HVAC Replacement 317706		9,663	
	Year End Purchase Order Carryforward		39,998	
			<u>1,150,724</u>	

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Leisure Services Capital Revenue				
Revenues				
		-		
Expenditures				
			-	
WWW Operating				
Revenues				
	Use of Fund Balance	50,000		
		<u>50,000</u>		
Expenditures				
	PEP Tanks		50,000	
			<u>50,000</u>	
WWW Vehicles & Equipment				
Revenues				
	Transfer from Fund 504-General Liability	127,000		
		<u>127,000</u>		
Expenditures				
	Replace Truck damaged by fallen tree (Milton)		38,000	Reso 2025-43 1/21/25
	Utility Billing Vehicle		41,000	Emergency Procurement
	Vehicle for new Locate Position		48,000	Reappropriation from prior year
			<u>127,000</u>	
WWW Capital Impr.				
Revenues				
	Fund Balance	4,596,549		
	HMGP Grant	68,608		
		<u>4,665,157</u>		
Expenditures				
	Sanitary Sewer I & I		95,000	Reso 2025-90 5/6/25
	Williamson Underground		497,095	RESO#2024-183
	409297 Clarifier		46,000	
	Riverside Drive Milton Forcemain 409299		124,775	RESO#2024-212
	WRF Sunscreen Replacement (MILTON)		16,000	
	Consumptive Use Permit Consulting		25,000	
	WRF Roof Repairs		79,600	
	PEP Tank Reconstruction MILTON		333,000	Reso 2025-41 1/21/25
	PW HVAC SYSTEM		23,903	NONE
	Clarifier Covers MILTON		55,000	Reso 2025-42 1/21/25
	A1A Utility Relocate		530,000	Reso 2024-162
	WRF Barscreen Rebuild		180,000	Resp 2024-198 11/6/24
	Lift Station Bypass		461,785	Reso 2025-70 4/1/25
	Raw Water Meter		44,000	Emergency Purchase
	409291 Plant Issues		350,000	Bob Pries Requested for various pumps
	Effluent Pumps		88,000	Carryforward from FY 2024-25
	Water Plant Generator		621,000	Emergency Purchase
	Year End Purchase Order Carryforward		1,189,999	
			<u>4,665,157</u>	
Reclaimed Water Impact Fee Fund				
Revenues				
		-		
Expenditures				
			-	
Water Impact Fee Fund				
Revenues				
	Use of Fund Balance	4,554,000		
		<u>4,554,000</u>		
Expenditures				
	Hudson Welfield		4,554,000	Reso 2024- 1/7/2025 & Reso 2025-53 2/18/25
			<u>4,554,000</u>	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
Wastewater Impact Fee Fund				
Revenues				
	Fund Balance	1,569,113		
		<u>1,569,113</u>		
Expenditures				
	Halifax River Forcemain Crossing Design		75,000	Reappropriation from prior year
	Riverside Drive Emergency Repair		50,300	
	Riverside Drive Force Main Replacement		990,000	Reso 2025-54 2/18/25
	WRF UV Conversion Construction Design		13,813	Reappropriate from prior year
	Halifax River Forcemain Crossing		440,000	Reso 2024-164
			<u>1,569,113</u>	
2024 Water & Wastewater Bonds				
Revenues				
	Use of Fund Balance (Bond Proceeds)	11,749,830		
		<u>11,749,830</u>		
Expenditures				
	SR40 & Airport Road Forcemain Loop Construction		4,525,370	Reso. 2024-199
	SR40 & Airport Road Forcemain Loop Construction Admin.		83,625	Res. 2024-211
	WRF UV Conversion Construction Admin.		7,140,835	Reso. 2024-149, 2024-150
			<u>11,749,830</u>	
General Liability				
Revenues				
	Fund Balance	261,289		
	Reimbursement by Insurance	38,000		
		<u>299,289</u>		
Expenditures				
	Tranfer to Fund 408-Water & Wastewater Vehicle Fund		38,000	Vehicle damaged by fallen tree
	Lease Agreement for relocation of Legal Department		100,510	Reso 2025-43 1/21/25
	Prism Specialties for document restoration and digitization of files from the Ames Ho		99,779	Reso 2025-43 1/21/25
	Transfer to Fund 305-Public Safety Vehicle Fund		61,000	
			<u>299,289</u>	
		<u>37,421,549</u>	<u>37,421,549</u>	
		<u>157,542,665</u>	<u>157,542,665</u>	

CIP Status Report as of September 29, 2025

Project Name	Grant Funded	Phase	Timeline		Budget			
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent	
Fund 104 - TIF								
Cassen Park Improvements- Coleman Goodemote Construction		Design/Bidding	100%		\$ 203,000	\$ 202,155	100%	
		Construction	88%		\$ 865,000	\$ 2,449,071	100%	
		Total			\$ 1,068,000	\$ 2,651,226		
Downtown Upgrades/Impvmts - SR40 Median & Tree Fund Renovation US1-A1A - AM Weigel		Design/Bidding	100%			In-House		
		Construction	0%		\$ 120,000	\$ 221,804	0%	
		Total			\$ 120,000	\$ 221,804		
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%	
		Construction	54%		\$ 100,000	\$ 991,928	54%	
		Total			\$ 120,000	\$ 1,019,428		
Fund 107 - Stormwater								
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%			\$ 907,896	100%	
		Construction	79%			\$ 2,249,060	79%	
		Total				\$ 3,156,956		
FY 24/25 Stormwater Construction - Ormond Shores Park SW Pond Repair-GPS Civil Construction		Design/Bidding	100%			In-House		
		Construction	89%			\$ 142,250	89%	
		Total				\$ 142,250		
OBSC SW Pond Expansion		Design/Bidding	100%		\$ 64,500	\$ 62,880	100%	
		Construction	85%			\$ 420,450	0%	
		Total			\$ 64,500	\$ 483,330		
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%					
		Construction	0%					
		Total			\$ -	\$ -		
Fund 108 - Airport								
Crosswind Business Park	FDOT	Design/Bidding	59%		\$ -	\$ 211,570	59%	
		Construction	0%					
		Total			\$ -	\$ 211,570		
Fund 110 - Economic Development								
Fund 301 - General Fund								
Ames House Remediation & Repairs		Design/Bidding	100%					
		Construction	100%			\$ 362,453	87%	
		Total			\$ -	\$ 362,453		
Military Blvd Sidewalk	CDBG	Design/Bidding	100%			In-House		
		Construction	0%		\$ 274,000	\$ 218,651	0%	
		Total			\$ 274,000	\$ 218,651		
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	100%			In-House		
		Construction	95%		\$ -	\$ 56,100	0%	
		Total			\$ -	\$ 56,100		
Central Park Wood Boardwalk & Concrete Trail	CDBG	Design/Bidding	100%			In-House		
		Construction	15%			\$ 870,185	0%	
		Total			\$ -	\$ 870,185		
Engineering/Planning Renovation - Coleman Goodemote		Design/Bidding	100%			\$ 16,800	100%	
		Construction	95%		\$ 250,000	\$ 444,554	34%	
		Total			\$ 250,000	\$ 461,354		

CIP Status Report as of September 29, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 317 - Facility R & R Fund							
Fund 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump & US Water Services Corp	HMGP	Design/Bidding	100%			In-House	
		Construction	56%			\$ 455,284	56%
		Total			\$ -	\$ 455,284	
2-In Water Main Replacement Ph IV North Peninsula - Clearwater Solutions		Design/Bidding	100%		\$ 200,000	\$ 199,872	100%
		Construction	93%		\$ 2,600,000	\$ 2,503,478	93%
		Total			\$ 2,800,000	\$ 2,703,350	
SR40 WM Loop with FM Addition - JD Weber Construction	FDEP	Design/Bidding	100%		\$ 75,000	\$ 104,275	100%
		Construction	92%		\$ 6,205,000	\$ 4,525,370	44%
		Total			\$ 6,280,000	\$ 4,629,645	
A1A Utility Relocation - All State Civil Construction		Design/Bidding	100%			In-House	
		Construction	77%		\$ -	\$ 530,000	77%
		Total			\$ -	\$ 530,000	
Fund 433 - Reuse Impact Fee Fund							
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion - Hazen Construction		Design/Bidding	100%		\$ 300,000	\$ 292,964	100%
		Construction	37%		\$ 1,300,000	\$ 4,317,575	25%
		Total			\$ 1,600,000	\$ 4,610,539	
Halifax River Utility Crossing		Design/Bidding	52%		\$ 480,000	\$ 438,614	52%
		Construction	0%		\$ 5,680,000		
		Total			\$ 6,160,000	\$ 438,614	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	14%		\$ 160,000	\$ 148,079	14%
		Construction	0%		\$ 1,440,000		
		Total			\$ 1,600,000	\$ 148,079	
WRF Ultraviolet Disinfection Conversion - SGS Contracting Services	FDEP (const only)	Design/Bidding	100%		\$ 270,000	\$ 272,800	100%
		Construction	34%		\$ 2,430,000	\$ 6,904,700	34%
		Total			\$ 2,700,000	\$ 7,177,500	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian - ARBP Seawall - East Coast Marine		Design/Bidding	100%			\$ 93,965	100%
		Construction	0%		\$ -	\$ 2,136,309	0%
		Total			\$ -	\$ 2,230,274	

CIP Status Report as of September 29, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Hurricanes MILTON - FEMA							
Hurricane Milton-Osceola Elementary Pavilion Replacement		Design/Bidding	95%			In-House	
		Construction	Project on Hold		\$ -		
		Total			\$ -	\$ -	
Annual Projects Fund 107 - Stormwater							
Annual Projects Fund 308 - Transportation							
2025 Road Resurfacing - Sparks Concrete		Design/Bidding	100%			In-House	
		Construction	10%		\$ 750,000	\$ 687,577	10%
		Total			\$ 750,000	\$ 687,577	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P		Design/Bidding	90%		\$ 165,000	\$ 164,612	82%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

September 2025

Ormond Beach
August Employment

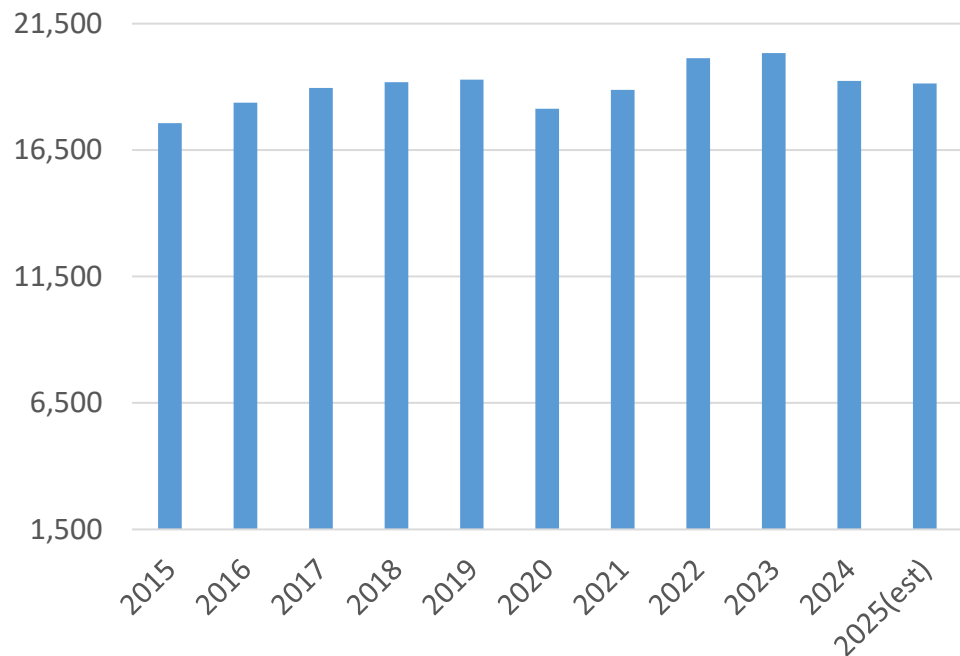
19,133

Down 0.7% year over year

Ormond Beach
Unemployment Rate

4.8%

Ormond Beach Employment Trend



Notes and Updates:

- Employment for August** was 19,133 down 0.7% from last year. Employment, as a lagging indicator, is trending flat since the beginning of the year when January employment was an estimated 19,176.
- There were 835 job postings in August** – leading industries posting Health Care, Retail Trade, Admin Support Services, Leisure/Hospitality and Professional/Scientific Services.
- The Economic Development Department** recently highlighted the expansion and ongoing growth of a local company, Beach House Graphics, in a recent article. A copy can be found on the city's website: <https://www.ormondbeach.org/1035/Ormond-Beach-Economic-Development-News-a#bhg>
- StartUp & Grow Ormond Beach FastTrac** is preparing to open for applications this Fall. If you know any businesses that are growing/scaling or need to pivot, encourage them to sign up. If interested, e-mail me and I'll send you a link.



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

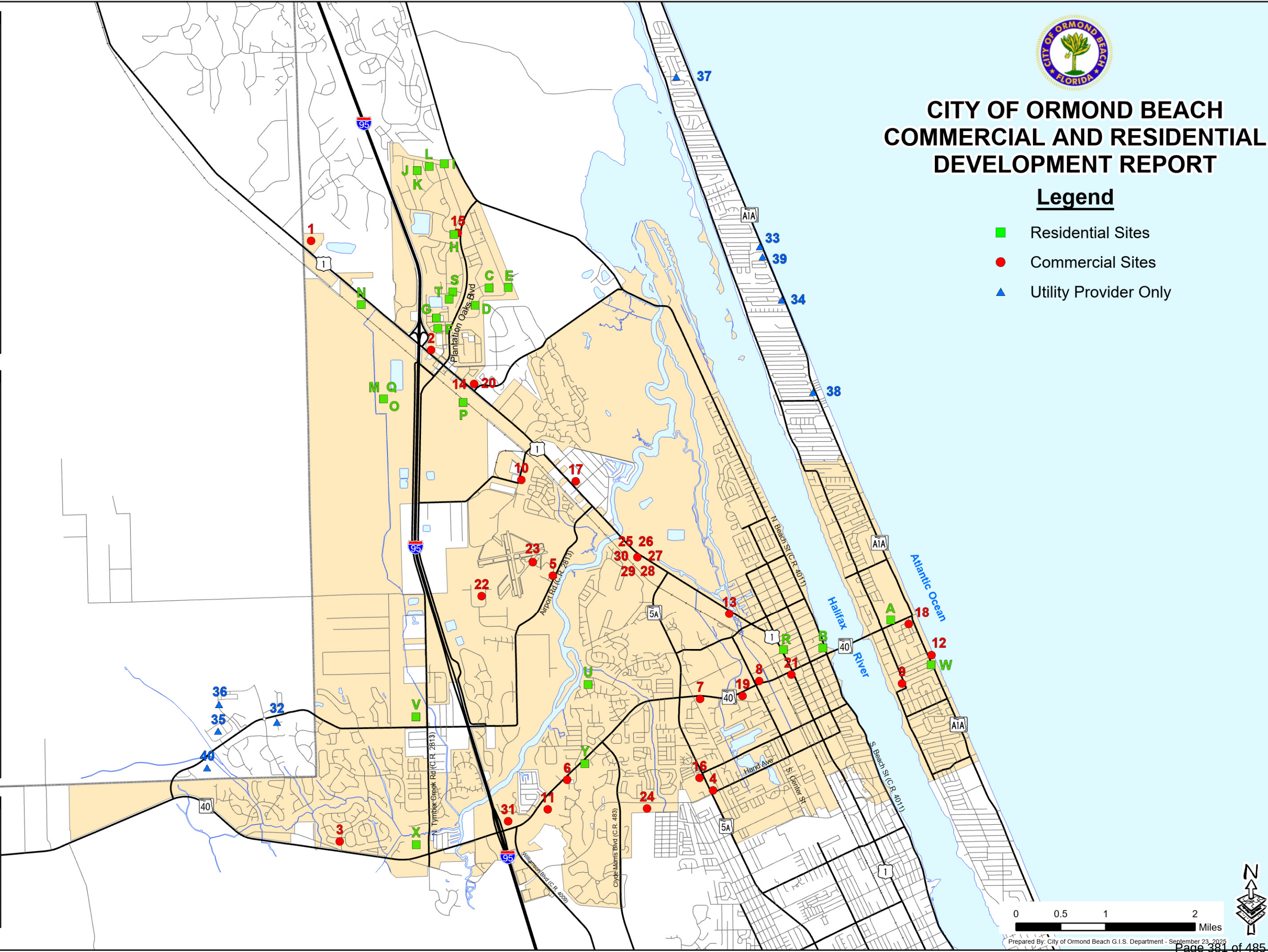
Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	40 North Beach Street
C	Archer's Mill - Phase 3
D	Archer's Mill - Phase 4
E	Archer's Mill - Phase 5
F	Bradford Lakes
G	Bradford Park
H	Fountain View - Amenity Center
I	Fountain View - Phase 1C
J	Fountain View - Phase 1D
K	Fountain View - Phase 1E
L	Fountain View - Phase 1F
M	Ormond Crossings - Forcmain Ext
N	Ormond Crossings - Phase 1
O	Ormond Crossings - Reclaim Water
P	OC Tymber Creek Flyover
Q	OC Watermain Extension
R	Ormond Enclave
S	Plantation Oaks - 2C
T	Plantation Oaks - 2D
U	Rivell Subdivision
V	Tattersall at Tymber Creek
W	Tides Edge
X	Tymber Creek Apartments
Y	Yoon Way Townhomes

COMMERCIAL PROJECTS	
1	A & M Frozen
2	Advent Health OSED
3	Breakway Trails, Tract A
4	Circle K - Nova & Hand
5	Civil Air Patrol Building
6	Complete Cardiology Expansion
7	Dutch Bros Coffee
8	Ellianos OB Granada Blvd
9	First United Methodist
10	Hull Rd Contractor Storage
11	Lowe's Outdoor Storage
12	Ormond Beach Holdings LLC
13	Ormond Beach Self Storage
14	OC Pine Tree Flyover
15	PO OB - Neighborhood Commercial
16	Prince of Peace
17	Public House Restaurant
18	Salty Church Remodal
19	Shoppes at Granada Pointe
20	Stor-It
21	Sunbros
22	Terra Marine Park
23	Tomlinson Aviation
24	Tomoka Christian Church
25	Tomoka Commerce Park
26	Tomoka Commerce Park, Lot 1
27	Tomoka Commerce Park, Lot 2
28	Tomoka Commerce Park, Lot 3
29	Tomoka Commerce Park, Lot 4
30	Wal-Mart Expansion

ORMOND BEACH - UTILITY PROVIDER ONLY	
32	Amberwoods
33	Baileys By The Sea
34	Baileys By The Sea 2
35	Brookside at Ormond Station
36	Garden Side, Phase II
37	North Peninsula WWTP
38	Ocean Shore Plaza Sewer
39	Seascape
40	Woodside



City of Ormond Beach Commercial Development Report, as of October 01, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status				Projects reviewed last month												E or Arc = Project Engineer or Architect O = Owner A = Applicant
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
1	A & M FROZEN 1899 North US Highway 1 SPRC-2024-000031	Site building expansion of 50,400 square feet of cold storage and associated site improvements.	04.18.24	05.17.24	01.28.25			Not applicable	Not applicable	Not applicable	02.25.25	02.25.27	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = 1899 US HWAY 1, LLC
2	ADVENT HEALTH OSED 1561 North US Highway 1 SPRC-2025-000069	New emergency department - 13,451 square foot building on 2.47 acres.	05.16.25	5.30.25	08.31.25			Not applicable	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn Engineering O = Memorial Health Systems, Inc.
3	BREAKAWAY TRAILS, TRACT A PZ-2025-000179 8 Breakaway Trail	Development of Regional Impact amendment for RV and boat storage and storage buildings.	06.11.25	07.18.25				Required	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = Four Deland Plaza LLC
4	CIRCLE K - NOVA & HAND 699 South Nova Road SPRC-2024-000051	Demolish existing bank building and construct 5,200 SF building on 1.88 acres for convenience store with fueling canopy.	12.04.24	12.30.24	03.04.25	05.08.25 09.16.25	In Review	02.10.25	Not applicable	Appeal 08.05.25			Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn O = Sun State Petrol I, LLC
5	CIVIL AIR PATROL BUILDING 760 Airport Road SPRC-2024-000048	New classroom building of 864 square feet.	11/27.24	12.10.24				Not applicable	Not applicable	Not applicable	12.24.24	Under Construction	Issued 01.13.25	\$80,000	Included in building permit	Included in building permit	55%	APP - City of Ormond Beach
6	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ# 2022-090	Enclosing former bank drive through with new building totaling 4,326 square feet and associated site improvements.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	Under Construction	Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	95%	E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
7	DUTCH BROS COFFEE 764 West Granada Boulevard SPRC-2025-000078	New construction of a 1,071 square feet building on 1.07 acres	09.22.25	In Review				Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Ormond Central Investors, LLC ARC = Pursuit Development LLC
8	ELLIANOS OB GRANADA BLVD 341 West Granada Boulevard SPRC-2024-000011	Construct an ±800 sf free standing dual drive through only coffee shop in Winn-Dixie shopping center.	01.04.24	01.31.24	05.16.24 2nd 10.27.24 3rd	11.22.24 4th		Not applicable	11.14.24 (Denied)	01.07.25 (Approved)	03.11.25	03.11.27	In Review	\$400,000	Issued 05.27.25	\$238,079	0%	E = Gmuer Engineering O = Kjump, Inc.
9	FIRST UNITED METHODIST 336 S. Halifax Drive SPRC-2025-000055	Demolition of the existing gathering building and construction of a new building with associated site improvements.	01.17.25	02.06.25	07.23.25	09.16.25		04.09.25	10.09.25	11.18.25			Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church
10	HULL RD CONTRACTOR STORAGE 835 Hull Rd SPRC-2025-000075	New construction of Outdoor Storage Construction Yard	09.10.25	In Review				Not applicable	11.13.25	12.16.25			Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Vic Abuzov

City of Ormond Beach Commercial Development Report, as of October 01, 2025

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Change in project status

Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
11	LOWE'S OUTDOOR STORAGE 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage.	05.31.24	6.19.24	07.23.24	09.10.24	07.30.25	Not applicable	07.11.24 Approved	09.18.24 Approved			6/2/25 - Fence Only	\$250,000	NA	NA		APP = Storch Law Firm O = Lowes
12	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms.	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.24	Under Construction	Issued 02.29.24	\$34,000,000	Issued 04.12.24	\$1,400,000	88%	E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
13	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25	04.04.25	All buildings \$21,365,794	Not applied	Not applied		E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
14	OC PINE TREE FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at Pine Tree Dr Intersection) to the Ormond Crossings development.	11.20.24	12.22.24	09.03.25			Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West
15	PO OB - NEIGHBORHOOD COMMERCIAL 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24 Approved	09.04.24 Approved	11.05.24	Under Construction	Not applied	Not applied	Issued 02.27.25	\$478,584	5%	E = Parker Mynchenberg & Associates, Inc. O = PLANTATION OAKS OF ORMOND BEACH LLC
16	PRINCE OF PEACE 600 South Nova Road SPRC-2025-000057	Construction of a stations of the cross prayer garden and statue of the virgin Mary.	02.06.25	03.02.25				Not applicable	Not applicable	Not applicable	06.19.25	Under Construction	8.11.2025	\$232,546	Issued 07.25.25	\$76,791	20%	E = Alann Engineering Group O = Prince of Peace Catholic Church
17	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements.	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24	01.12.26	Not applied	Not applied	Not applied	Not applied		E = Engineered Permits, Inc. O = Lee Munizzi
18	SALTY CHURCH REMODAL 26 Bovard Avenue SPRC-2024-000052	Interior remodel with change of building use.	12.05.24	12.30.24	01.24.25			Not applicable	Not applicable	Not applicable	02.17.25	02.17.27	Issued 5/30/2025	\$328,500	Not applied	Not applied	15%	ARC - Hall and Ogle Architects O = Salty Church
19	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres in the Granada Pointe development.	09.22.23	10.6.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26	Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
20	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet on 5.26 acres.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approved	01.24.23 & 02.07.23	04.20.23, Revision 08.01.25	Under Construction	Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	95%	E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.

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		Change in project status				Projects reviewed last month												
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	SUNBROS 14 South Yonge Street SPRC-2024-000043	Redevelopment of site to construct a 250 coffee drive through building.	10.02.24	10.22.24	12.18.24	01.28.25		Not applicable	12.14.24 Approved	01.21.25 Approved	02.06.25	02.06.27	In Review	\$215,000	Not applied	Not applied		E = Zev Cohen & Associates O = D2S Properties, LLC
22	TERRA MARINE PARK 6 Tower Circle Unit A SPRC-2025-000077	Construction of a 1-story 12,300 SF warehouse building which includes 1,200 SF office on a 2.17 acre parcel	09.17.25	In Review				Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc.
																		A= Safstor Real Estate Co LLC
23	TOMLINSON AVIATION 92 & 96 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24 Revision 05.19.25	10.16.26	92 Hangar - Issued 07.16.25, 96 Hangar - Issued 08.01.25	92 Hangar - \$308,634, 96 Hangar - \$608,240	issued 07.21.25	\$308,633	40%	E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
24	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square foot building.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	Under Construction	Issued 08.19.25	\$5,000,000	Issued 10.15.24	\$400,926	35%	E = Zev Cohen & Associates O = Tomoka Christian Church
25	TOMOKA COMMERCE PARK 890 North US Highway 1 PZ-2025-000165	Zoning Amendment to PBD - 12.48 acre to allow commercial & industrial uses.	5/9/2025	06.01.25	09.16.25			Required	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
25	TOMOKA COMMERCE PARK 890 North US Highway 1 SPRC-2025-000063	Preliminary Plat - One lot into four commercial lots.	5/9/2025	06.01.25	09.23.25			Required	To be determined	To be determined			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
26	TOMOKA COMMERCE PARK, LOT 1 890 North US Highway 1 SPRC-2025-000064	Commercial use in a 9,990 square foot building on 1.52 acres.	5/9/2025	06.01.25	09.17.25			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
27	TOMOKA COMMERCE PARK, LOT 2 890 North US Highway 1 SPRC-2025-000065	Commercial use in a 9,990 square foot building on 1.52 acres.	5/9/2025	06.01.25	09.17.25			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
28	TOMOKA COMMERCE PARK, LOT 3 890 North US Highway 1 SPRC-2025-000066	Commercial/Industrial uses within 36,630 square foot building on 2.46 acres.	5/9/2025	06.01.25	09.19.25			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
29	TOMOKA COMMERCE PARK, LOT 4 890 North US Highway 1 SPRC-2025-000067	Commercial/Industrial uses within 27,200 square foot building on 2.47 acres.	5/9/2025	06.01.25	09.19.25			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC

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		Change in project status					Projects reviewed last month											
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
30	WAL-MART EXPANSION 1521 West Granada Boulevard SPRC-2024-000053	Expansion of 4,752 square feet to support online pickup area.	12.10.24	01.08.25	06.25.25	08.27.25		02.20.25	07.10.25 (Approved)	08.19.25 09.03.25			Not applied	Not applied	Not applied	Not applied		E = CPH O = Wal-Mart Stores, Inc.

City of Ormond Beach As Utility Provider Only Development Report, as of October 1, 2025

		Change in project status							Projects reviewed last month					
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
32	AMBERWOODS Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres.	07.31.23	08.15.23	11.06.23	12.18.23		01.12.24	Under Construction	None	Issued 08.26.24	\$1,526,866 (Utilities Only)	80%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
33	BAILEYS BY THE SEA 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units.	11.02.23					11.26.23	Under Construction	None	Issued 07.19.24	\$536,995 (Utilities only)	80%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
34	BAILEYS BY THE SEA 2 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units.	03.27.24	04.19.24				07.26.24	Under Construction	None	Issued 12.16.24	\$207,442 (Utilities Only)	80%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
35	BROOKSIDE AT ORMOND STATION Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres.	11.21.23	12.11.23				05.17.24	05.17.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
36	GARDEN SIDE, PHASE II Flagler County SPRC-2024-000021	Flagler County utility connection,89 lots on 40.15 acres.	03.05.24	04.04.24	08.23.24			11.15.24	11.15.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
37	NORTH PENINSULA WWTP SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			09.10.24	09.10.26	None	Not applied	Not applied		E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
38	OCEAN SHORE PLAZA SEWER 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea.	03.21.24	04.17.24				05.13.24	05.13.26	None	Issued 3.18.25	\$147,420	95%	E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
39	SEASCAPE SPRC-2025-000062 2290 Ocean Shore Boulevard	Proposed private lift station and approximately 500 LF of 2" force main to connect to public force main.	03.17.25	04.03.25	In Review					None	Not applied	Not applied		E = Kimley-Horn and Associates, Inc. O = Seascape Condo
40	WOODSIDE PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24			05.06.24	Under Construction	None	Issued 08.26.24	\$1,526,866 (Utilities Only)	95%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
A	121 EAST 121 East Granada Boulevard PZ-22-00000098	Development of 24 multi-family units.	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)			Early Review	\$15,000,000		E = Zev Cohen & Associates O = Dime Rock Properties, LLC ARC = William Chapin
B	40 NORTH BEACH STREET 40 North Beach Street SPRC-2025-000059	Addition of two residential units and converting existing building to residential unit.	02.27.25	03.19.25	In Review			Required	Required	Required			Not applied	Not applied		E = Newkirk Engineering, Inc O - EADS Commercial Properties, LLC ARC = The Trilegacy Group
C	ARCHER'S MILL, PHASE 3 3016 Bonspiel Drive PZ-23-00000052	Preliminary Plat. 59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3).	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL, PHASE 4 3015 Arch Avenue PZ-23-00000059	Preliminary Plat. 111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.23.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL, PHASE 5 3343 Bonspiel Drive PZ-23-00000060	Preliminary Plat. 114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3).	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	Under Construction	Issued 11.27.23	\$1,225,490.57	65%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL, PHASE 5 3343 Bonspiel Drive PZ-2025-000177	Final Plat. 114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3).	05.19.23	06.27.25				Not Required	Not Required	Not Required	See Above	See Above	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	BRADFORD LAKES 140 Bradford Lakes Way PZ-23-00000042	Preliminary Plat. 80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4). Plat recorded.	03.23.23	05.01.23 1st 07.19.23 2nd	09.15.23 3rd	11.22.23 4th 02.07.24 5th	02.29.24 6th	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24	Under Construction	Issued 05.08.24	\$3,586,560.00	95%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
F	BRADFORD LAKES AMENITIES 140 Bradford Lakes Way SPRC-2025-000072	Revision of the Amenities Building of 1,653 square feet with pool	7.11.25	07.29.25	08.31.25			Not Required	Not Required	Not Required	09.24.25	See Above	See Above	See Above		E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
G	BRADFORD PARK 1175 Bradford Park Way SPRC-2024-000012	Preliminary Plat. 180 townhomes and associated site improvements on 25.31 acres. Plat recorded.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	03.04.24	Under Construction	Issued 05.08.24	\$2,855,823.00	95%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
H	FOUNTAIN VIEW, AMENITY CENTER 1400 Fountain View Street SPRC-2024-000022	A 5,040 square foot amenity center with pool and associated improvements.	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	Under Construction	With Sub-division	\$780,000 (building)	15%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
I	FOUNTAIN VIEW PHASE 1C 1160 Fountain View Street SPRC-2024-000007	Preliminary Plat. 141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1).	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24	05.06.24	05.06.26	Not applied	Not applied	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	FOUNTAIN VIEW PHASE 1D 1587 Nottoway Circle SPRC-2024-000016	Preliminary Plat. 103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1).	02.08.23	06.19.25	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.01.25	08.01.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	FOUNTAIN VIEW PHASE 1E 1587 Nottoway Circle SPRC-2024-000017	Preliminary Plat. 110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.18.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.05.25	08.05.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	FOUNTAIN VIEW PHASE 1F 1130 Evelyton Lane SPRC-2024-000018	Preliminary Plat. 97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.21.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	06.04.24 (Approved)	08.01.25	08.01.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	ORMOND CROSSINGS, FORCEMAIN EXT 1030 North Tymber Creek Road SPRC-2025-000068	Construction of 16" proposed reclaim water main.	5/13/2025	06.20.25				Not Required	Not Required	Not Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
N	ORMOND CROSSINGS, PHASE 1 1700 N US 1 Highway SPRC-2024-000050	Preliminary Plat. 444 lots on 252.16.	12.03.24	01.02.25	03.27.25	07.17.25	In Review	Not Required	Required	Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
O	ORMOND CROSSINGS, RECLAIM WATER 1030 North Tymber Creek Road SPRC-2025-000071	Construction of 16" proposed reclaim water main.	05.13.25	06.22.25				Not Required	Not Required	Not Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
P	OC TYMBER CREEK FLYOVER 1700 N US 1 Highway SPRC-2024-000044	Railroad flyover (at new Tymber Creek Road) to the Ormond Crossings development.	11.21.24	12.22.24	04.07.25			Not applicable	Not applicable	Not applicable	09.23.25		Fees Due	Utilities, Phase 1 \$1,190,862		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
Q	OC WATERMAIN EXTENSION 1030 North Tymber Creek Road SPRC-2024-000049	Ormond Crossings. Construction of approximately 18,000 LF of 16" PVC water main along North Tymber Creek Road.	12.03.24	12.30.24	03.21.25			Not Required	Not Required	Not Required	06.01.25	06.01.27	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
R	ORMOND ENCLAVE 135 North Yonge Street PZ-21-00000079	Construct 64 unit multi family apartment complex. Expires 08.01.26	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
S	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	Issued 09.17.21	\$3,044,572	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	Issued 09.17.21	\$1,784,746	40%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
U	RIVELL SUBDIVISION 100 Rivell Trail SPRC-2024-000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24	11.27.24	08.04.25	09.23.25	Not Required	06.12.25	Not Required			Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Liliensern
V	TATTERSALL AT TYMBER CREEK Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat. 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	Issued 04.14.25	\$6,237,383.00	50%	E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
W	TIDES EDGE 300 South Atlantic Avenue PZ# 2022-018	Preliminary Plat, 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23	Under Construction	Approved	\$718,460	95%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
W	TIDES EDGE 300 South Atlantic Avenue PZ-23-00000062	Final Plat, 15 single-family lots.	05.22.23					Not required	03.14.24	07.23.24 08.06.24		See Above	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
X	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.
Y	YOON WAY TOWNHOMES 1190 West Granada Boulevard PZ-2025-000207	Comprehensive Plan amendment from "Open Space/Conservation" to "Medium Density Residential" for 2.81 acres	09.22.25	In Review				Not Required	Required	Required		Not applied	Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC
Y	YOON WAY TOWNHOMES 1190 West Granada Boulevard PZ-2025-000206	Zoning Map amendment to Planned Residential Development for 12 townhome units	09.22.25	In Review				Required	Required	Required		Not applied	Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC

Planning public hearing items

City Commission items, City Commission Chambers of City Hall at 7:00 P.M.					
File Number	Item	Description	Planning Board	City Commission, 1st or only	City Commission, 2nd reading
NA	Ormond MainStreet Fiscal Year 2025-26 Funding Agreement (CRA)	This item requests approval of the Fiscal Year 2025-2026 service agreement with Ormond Beach MainStreet (MainStreet) in the amount of \$120,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown.	NA	10.08.2025	NA
PZ-2025-196	Seward Johnson Sculpture Tour, 2026, Downtown Public Art	This is a request by the Ormond Beach Arts District, Inc. to allow the Seward Johnson 2026 Sculpture Tour within the Downtown Overlay District, tentatively scheduled from January 15, 2026, to June 15, 2026, under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District. The Ormond Beach Arts District Board has developed the concept of providing public art through the Seward Johnson sculpture tour, which is popular in other communities throughout the country. There are twelve locations proposed that would allow temporary sculptures on both public and private property. The goal of the 2026 sculpture tour is to build on the momentum of the increased interest in public art and economic vitality.	NA	10.21.2025	NA
Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: https://ormondbeach.lqm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 610-0520.					

Board of Adjustment and Appeals - October 1, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
		Canceled
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.		

Planning Board - October 9, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-2025-129	First United Methodist Church, Special Exception	This is a request by Cobb Cole Law Firm, on behalf of the property owner, First United Methodist Church, Inc., for a Special Exception to allow for demolition of the existing gathering building and allow for construction of a new gathering building with associated site improvements. The Special Exception request includes three items which are: 1) wall waiver requirement, 2) building setback requirements, and 3) overall development plan approval for the House of Worship. The subject property is a total of approximately 5.24 acres located at 336 South Halifax Drive and the area for the project improvements is approximately 0.53 acres or 23,311 square feet. The original House of Worship was approved as a Conditional Use Permit in 1993 with Resolution 93-38 and would effectively be replaced with the current Special Exception application. The property has a zoning designation of R-2, Single-Family Low Density.
PZ-2025-202	Design Standards, Section 2-42, Land Development Code Amendment	This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes regarding residential building design elements.
PZ-2025-203	Detached Garages, Section 2-50, Land Development Code Amendment	This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.		

Historic Landmark Preservation Board- October 23, 2025, Training Room of City Hall at 5:30 P.M.		
PZ-2025-195	COA Alteration 61 Lincoln Avenue	A request by Dorian Burt, agent on behalf of Victoria and William Jones, property owners, for a Certificate of Appropriateness to construct a 12' by 25' glass room conservatory addition on the east side of the single-family residence located at 61 Lincoln Avenue. The original home was constructed circa 1914 and is a contributing property in the Lincoln Avenue Overlay District. The property is on the Ormond Beach Historic Landmarks list and is known as the George Cusack Home. Section 2-71(d)(1) of the Ormond Beach Land Development Code requires a certificate of appropriateness, issued by the board, for any repairs, reconstruction, rehabilitation, alteration, addition or other improvements that would alter the exterior appearance of a structure or site on property which is included in the local list of historic landmarks or within a designated historic.
NA	Discussion Item	This is a discussion item requested by Chairman Shapiro to discuss the historic significance of (Old) Dixie Highway within the Ormond Beach city limits and for it to be recognized as a historic road in the community.
The Historic Landmark Preservation Board agenda is available at: https://www.ormondbeach.org/219/Historic-Landmark-Preservation-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 610-0520.		



PERMIT ISSUANCE SUMMARY (09/01/2025 TO 09/30/2025) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Demolition, Partial or Interior	3	14,735	\$107,266.00	\$1,023.67
	Detached Accessory Structure	2	444	\$7,800.00	\$661.45
	Electrical	7	0	\$47,274.72	\$782.25
	Exterior	5	378	\$80,530.60	\$1,048.91
	Gas	1	3,000	\$4,200.00	\$140.85
	Interior Build Out	2	87,257	\$9,100,000.00	\$59,551.73
	Low Voltage Alarm Labels	1	0	\$25,600.00	\$35.00
	Mechanical	9	0	\$123,704.87	\$1,012.50
	Plumbing	1	0	\$1,520.00	\$112.50
	Reroof	5	10,975	\$137,158.30	\$1,035.53
	Signage	8	220	\$31,500.00	\$1,086.16
	Wall, Structural	1	235	\$104,000.00	\$1,073.16
BUILDING NON-RESIDENTIAL TOTAL:		45	117,244	\$9,770,554.49	\$67,563.71
Building Residential	Demolition, Complete	1	3,792	\$15,376.00	\$727.99
	Detached Accessory Structure	5	2,929	\$68,301.00	\$965.94
	Dock/Seawall	4	1,100	\$313,000.00	\$1,871.24
	Electrical	16	4,577	\$40,189.97	\$1,331.35
	Exterior	73	19,384	\$857,967.43	\$12,347.89
	Gas	6	0	\$37,346.00	\$524.58
	Generator	10	2,236	\$136,149.00	\$2,289.01
	Interior Renovation	8	4,634	\$356,354.89	\$3,622.73
	Mechanical	64	5,132	\$582,416.80	\$4,885.76
	New Construction, Addition	8	7,632	\$681,800.00	\$5,412.03
	New, Single Family Residential	28	74,458	\$10,848,002.40	\$358,003.29
	Plumbing	18	4	\$76,383.39	\$1,350.21
	Pool/Spa	6	3,133	\$291,001.00	\$3,183.38
	Reroof	66	118,991	\$1,384,621.38	\$11,305.28
	Screen Enclosure	4	4,649	\$45,291.00	\$661.98
	Solar	9	315	\$212,961.39	\$2,624.15
	Wall, Structural	2	115	\$15,000.00	\$287.25
BUILDING RESIDENTIAL TOTAL:		328	253,081	\$15,962,161.65	\$411,394.06
Engineering Non-Residential	Tree Maintenance and/or Removal	3	0	\$0.00	\$80.00
ENGINEERING NON-RESIDENTIAL TOTAL:		3	0	\$0.00	\$80.00
Engineering Residential	Grade & Fill	1	0	\$9,580.00	\$66.00
	Seawall Revetment	1	0	\$1.00	\$93.25
	Tree Maintenance and/or Removal	32	0	\$2,300.00	\$630.00
ENGINEERING RESIDENTIAL TOTAL:		34	0	\$11,881.00	\$789.25
Fire Non-Residential	Fire Protection Systems	3	110,320	\$213,000.00	\$337.50
FIRE NON-RESIDENTIAL TOTAL:		3	110,320	\$213,000.00	\$337.50
LDC Non-Residential	Non-Residential Paint Permit	1	0	\$1.00	\$20.00
	Special Event Permit	10	0	\$10.00	\$452.00
LDC NON-RESIDENTIAL TOTAL:		11	0	\$11.00	\$472.00
LDC Residential	Garage Sale	56	0	\$945.00	\$275.00
	LDC	51	0	\$1,050,363.59	\$3,470.00

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (09/01/2025 TO 09/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	Sheds less than 150 square feet in siz	5	0	\$19,783.00	\$375.00
	LDC RESIDENTIAL TOTAL:	112	0	\$1,071,091.59	\$4,120.00
	GRAND TOTAL:	536	480,645	\$27,028,699.73	\$484,756.52

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.



PERMIT ISSUANCE SUMMARY (10/01/2024 TO 09/30/2025) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	ADA Access Renovations	2	2,400	\$253,819.00	\$2,159.37
	Demolition, Complete	4	13,019	\$227,467.00	\$2,520.47
	Demolition, Partial or Interior	12	74,399	\$265,567.00	\$2,601.53
	Detached Accessory Structure	13	15,001	\$629,758.00	\$8,383.66
	Dock/Seawall	4	27,440	\$342,163.00	\$2,515.95
	Electrical	96	63,965	\$1,017,985.86	\$12,737.38
	Exterior	104	41,490	\$2,630,384.88	\$26,844.73
	Gas	5	243,955	\$8,946.00	\$653.48
	Generator	1	80	\$40,000.00	\$464.38
	Interior Build Out	43	389,981	\$18,187,531.00	\$140,622.25
	Low Voltage Alarm Labels	4	135,044	\$66,604.00	\$150.00
	Mechanical	189	284,493	\$2,286,437.98	\$24,069.32
	Milestone Inspection	15	170,440	\$0.00	\$4,000.00
	New Construction	15	197,819	\$27,129,744.00	\$225,508.77
	New Construction, Addition	2	13,200	\$1,247,855.00	\$11,977.26
	Plumbing	33	21,609	\$165,080.50	\$20,514.20
	Pool/Spa	6	4,481	\$1,322,990.00	\$8,468.04
	Reroof	98	724,293	\$6,805,204.87	\$38,056.47
	Signage	122	3,248	\$638,740.81	\$19,100.69
	Solar	2	3,511	\$203,218.00	\$1,819.40
	Utility Connection Permit (UCP)	1	0	\$100.00	\$669.53
	Wall, Structural	4	701	\$160,000.00	\$1,785.79
BUILDING NON-RESIDENTIAL TOTAL:		775	2,430,569	\$63,629,596.90	\$555,622.67
Building Residential	Demolition, Complete	17	40,071	\$521,981.00	\$7,353.30
	Demolition, Partial or Interior	7	7,652	\$100,320.00	\$1,144.87
	Detached Accessory Structure	61	27,441	\$936,099.10	\$12,541.57
	Dock/Seawall	27	3,230	\$1,701,345.00	\$12,695.76
	Electrical	266	14,736	\$1,987,462.60	\$23,164.08
	Exterior	908	106,947	\$10,946,988.53	\$143,266.88
	Gas	91	6,240	\$508,865.33	\$8,656.19
	Generator	88	38,396	\$1,124,456.38	\$19,967.62
	Interior Renovation	72	42,789	\$3,504,366.23	\$30,103.42
	Manufactured/Mobile Home	20	27,569	\$475,496.00	\$90,571.47
	Mechanical	803	89,462	\$7,831,406.25	\$62,527.18
	New Construction, Addition	80	50,749	\$4,817,734.97	\$38,667.23
	New Construction, Townhomes	29	58,416	\$8,260,323.80	\$353,999.46
	New, Single Family Residential	250	738,428	\$112,434,462.57	\$3,213,239.84
	Outside the City Utility Permit	84	175,808	\$0.00	\$536,950.00
	Plumbing	185	28,963	\$633,489.55	\$24,581.34
	Pool/Spa	71	35,244	\$5,189,342.65	\$50,024.78
	Reroof	1,201	1,685,443	\$21,775,750.31	\$195,131.95
	Screen Enclosure	61	54,177	\$924,421.00	\$11,572.00
	Solar	95	16,354	\$3,499,585.13	\$37,582.02
	Utility Connection Permit (UCP)	1	0	\$0.00	\$2,843.00
	Wall, Structural	5	3,046	\$358,000.00	\$2,743.34
BUILDING RESIDENTIAL TOTAL:		4,422	3,251,161	\$187,531,896.40	\$4,879,327.30
Engineering Non-Residential	Tree Maintenance and/or Removal	13	0	\$26,000.00	\$1,500.00
ENGINEERING NON-RESIDENTIAL TOTAL:		13	0	\$26,000.00	\$1,500.00
Engineering Residential	Grade & Fill	6	0	\$35,981.00	\$365.00
	Seawall Revetment	9	0	\$469,701.00	\$3,758.64
	Tree Maintenance and/or Removal	464	0	\$25,200.00	\$12,154.59

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (10/01/2024 TO 09/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	Underbrushing	2	0	\$0.00	\$30.00
	ENGINEERING RESIDENTIAL TOTAL:	481	0	\$530,882.00	\$16,308.23
Fire Non-Residential	Fire Protection Systems	57	2,076,662	\$988,270.63	\$8,541.60
	Fireworks	2	1,300	\$63,000.00	\$285.00
	FIRE NON-RESIDENTIAL TOTAL:	59	2,077,962	\$1,051,270.63	\$8,826.60
LDC Non-Residential	LDC	12	797	\$410,481.16	\$895.00
	Master Solicitor	11	0	\$11.00	\$550.00
	Non-Residential Paint Permit	6	7,245	\$29,908.00	\$120.00
	Non-Residential SPRC Site Improvem	13	223,969	\$2,313,996.56	\$41,970.90
	Special Event Permit	71	13,673	\$268.01	\$14,845.00
	LDC NON-RESIDENTIAL TOTAL:	113	245,684	\$2,754,664.73	\$58,380.90
LDC Residential	Garage Sale	623	0	\$9,383.00	\$2,860.00
	LDC	524	0	\$4,003,444.25	\$37,275.00
	Residential Subdivision SPRC Site Im	5	0	\$7,446,241.01	\$182,316.56
	Sheds less than 150 square feet in siz	25	0	\$93,764.00	\$2,006.16
	LDC RESIDENTIAL TOTAL:	1,177	0	\$11,552,832.26	\$224,457.72
GRAND TOTAL:		7,040	8,005,376	\$267,077,142.92	\$5,744,423.42

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	October 21, 2025	Item No	8.A.
Section	PUBLIC HEARINGS	Category	Public Hearing - Resolution
Subject	Seward Johnson 2026 Sculpture Tour, Downtown Public Art		
Recommended Action	The Ormond Beach Arts District Board recommended approval of the Seward Johnson Sculpture Tour within the Downtown Overlay District, tentatively scheduled from January 15, 2026, to June 15, 2026.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request by the Ormond Beach Arts District, Inc. to allow the Seward Johnson 2026 Sculpture Tour within the Downtown Overlay District, tentatively scheduled from January 15, 2026 to June 15, 2026, under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District.

The goal of the 2026 sculpture tour is to build on the momentum of the increased interest in public art and economic vitality. The Ormond Beach Arts District Board has developed the concept of providing public art through the Seward Johnson sculpture tour, which is popular in other communities throughout the country. The sculptures are designed to be hyper-realistic and life-size to be experienced by pedestrians who can interact with them. The sculptures have been displayed in communities throughout the country and are designed to create interest and promote art in communities.

There are 12 locations proposed that would allow temporary sculptures on both public and private property. Individuals, local businesses, Ormond MainStreet, and the City of Ormond Beach are sponsoring the sculptures.

The Ormond Beach Art District is responsible for obtaining all necessary insurance related to the sculptures, and providing insurance to the City in an acceptable form and amount. The Ormond Beach Art District Board recommended approval of the public art application at their September 17, 2025, with a 7-0 vote.

Financial Impact

As part of the Public Arts Master Plan, 2 sculptures have already been sponsored by the City in the amount of \$8,000, similar to last year's event. There are no other direct financial impacts. The Ormond Beach Arts District is responsible for the fundraising, installation and insurance for the sculpture tour. There would be an indirect cost for City staff assisting with the sculpture tour.

Citizen Impact

The 2024-2025 Seward Johnson sculpture tour attracted thousands of visitors and helped boost economic development in the CRA district. It is expected this year's sculpture tour will have a positive impact on the Downtown area and create a new and interesting experience for residents and visitors.

Attachments

1. 25-166 Seward Johnson Sculpture Tour, Public Art (P25-0141G)
2. Exhibit A_Loan Agreement
3. Exhibit B_Sculpture map
4. Exhibit C_Sculpture locations
5. Exhibit D_Hold Harmless_SJST 2026
6. 09.17.25,OBADB-SJST-Staff-Report
7. 09-17-2025-OBADB-SJST-Draft-Minutes

RESOLUTION NO. 2025-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, PROVIDING CONSENT TO ORMOND BEACH ARTS DISTRICT, INC., FOR THE PUBLIC DISPLAY OF SEWARD JOHNSON SCULPTURES WITHIN THE DOWNTOWN OVERLAY DISTRICT; PROVIDING FOR CONDITIONS; PROVIDING FOR THE EXECUTION OF A HOLD HARMLESS AND INDEMNITY AGREEMENT IN FAVOR OF THE CITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Ordinance 2021-41 establishing a public art program in public places to promote historical, cultural, aesthetic and economic benefits to the community; enhancing the quality of life of residents and visitors; enhancing the aesthetic appearance of buildings, structures and open spaces, including areas in and around public parks; providing an aesthetically pleasing attraction to residents and visitors; and promoting the economic success of local businesses, and overall enhancing the general welfare of a community; and

WHEREAS, the City finds that it possesses the unique aesthetic of a diverse creative class and wishes to increase its potential by increasing the quantity and quality of art works on display, catalyze high quality arts programming, provide support for arts initiatives and artists, and to increase “arts and culture” tourism; and

WHEREAS, the City Commission approved Resolution 2019-178 that adopted the Ormond Beach CRA Master Plan Update which includes a master theme of Arts and Culture to support the utilization of art to create a sense of place; and

WHEREAS, the City Commission approved Resolution 2024-112 providing consent to the Ormond Beach Arts District, Inc. for the public display of the Seward Johnson

Sculptures within the Downtown Overlay District that were displayed from November 1, 2024 to May 1, 2025; and

WHEREAS, the City Commission approved Resolution 2025-96 that adopted the Downtown Master Arts Plan which includes a master plan to support the utilization of art to create a sense of place; and

WHEREAS, Seward Johnson was an internationally renowned sculptor whose life size and hyper-realistic sculptures have been featured in museums and cities around the world; and

WHEREAS, Seward Johnson sculptures are intended to be experienced in pedestrian settings, providing visitors with memorable interactive and photo opportunities; and

WHEREAS, Ormond Beach Arts District, Inc. (“Arts District”) desires to display at its expense several Seward Johnson sculptures within the City’s Downtown Overlay District; and

WHEREAS, on August 13, 2025, the Arts District and The Seward Johnson Atelier, Inc. (“TSJA”), entered into a Sculpture Loan Agreement for Seward Johnson Works(s) (“Agreement”) for the public display of Seward Johnson sculptures in the City’s Downtown Overlay District, a copy of the Agreement being attached hereto as Exhibit “A”; and

WHEREAS, the City is not a party to the Agreement and bears no responsibility or liability under the Agreement; and

WHEREAS, the Arts District desires to obtain the consent of the City Commission for the public display of Seward Johnson sculptures within the City’s Downtown Overlay District, in accordance with the Agreement between the Arts District and TSJA; and

WHEREAS, the City Commission desires to provide consent to the Arts District to display Seward Johnson sculptures within the City’s Downtown Overlay District in accordance with the Agreement; and

WHEREAS, the proposed Seward Johnson sculptures and the proposed locations for the public display of the sculptures are shown in Exhibit “B” (a map of locations) and depicted in Exhibit “C” (sculpture photos) attached hereto; and

WHEREAS, the Seward Johnson sculptures are tentatively scheduled to be displayed from January 15, 2026 to June 15, 2026; and

WHEREAS, in the event the location of one or more sculptures described and depicted in Exhibit “B” and Exhibit “C” must be changed, or must be moved to a different location after their installation, the change in location shall be subject to the prior review and approval by the City’s Planning Director, Parks and Recreation Director, and Public Works Director; and

WHEREAS, the consent provided by the City Commission to the Arts District is expressly conditioned upon the Arts District maintaining for the duration of the public display of the sculptures, comprehensive general liability insurance that satisfies the minimum requirements of the City as provided in Resolution 2021-144, which must name the city as an additional named insured; and to execute in favor of the City a hold harmless and indemnity agreement absolving the City from and against any and all liability by the Arts District (including any and all officers, employees, volunteers, agents, contractors, and subcontractors of Arts District) arising from or related to the public display of the sculptures, a copy of said hold harmless and indemnity agreement being attached hereto as Exhibit “D”; and

WHEREAS, the City Commission finds that:

- (1) The Seward Johnson Sculpture Tour includes original and/or replica works of art that have historical or cultural significance;
- (2) The Seward Johnson Sculpture Tour will provide an aesthetic or economic benefit to the city;
- (3) The Seward Johnson Sculpture Tour will enhance the aesthetic appearance of buildings, structures and open spaces, including areas in or near public parks;
- (4) The Seward Johnson Sculpture Tour will provide an aesthetically pleasing attraction for residents and visitors;
- (5) The Seward Johnson Sculpture Tour will be compatible with the character of the surrounding area in terms of size, scale, color, style, and material;
- (6) The Seward Johnson Sculpture Tour may encourage residents and visitors to support local businesses;
- (7) The Seward Johnson Sculpture Tour will enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan;
- (8) The Seward Johnson Sculpture Tour will be located in the Downtown Overlay District as describe and depicted in section 2-70 of the Land Development Code and in a "public place" as defined in section 18-2 of the Code of Ordinances;
- (9) The Seward Johnson Sculpture Tour of the project is to be paid for through sponsorships and the Ormond Beach Arts District, Inc.;
- (10) The qualifications of the Seward Johnson Sculpture Tour meet the artist qualifications for sculptures;
- (11) The Ormond Beach Arts District, Inc., has contracted with The Seward Johnson Atelier, Inc., for the public display of Seward Johnson sculptures within the Downtown Overlay District.

now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated by reference.

SECTION TWO. The City Commission hereby provides its consent to the Arts District to allow the public display of Seward Johnson sculptures in accordance with that certain Agreement between the Arts District and TSJA attached as Exhibit “A”, on the real property described and depicted in Exhibits “B” and “C” hereto, and as otherwise provided in this Resolution.

SECTION THREE. The consent provided by the City Commission to the Arts District is expressly conditioned upon the Arts District maintaining for the duration of the public display of the sculptures, comprehensive general liability insurance that satisfies the minimum requirements of the city as provided in Resolution 2021-144, which must name the City as an additional named insured; and to execute in favor of the City a hold harmless and indemnity agreement absolving the City from and against any and all liability by the Arts District (including any and all officers, employees, volunteers, agents, contractors, and subcontractors of Arts District) arising from the public display of the sculptures, a copy of said hold harmless and indemnity agreement being attached hereto as Exhibit “D”.

SECTION FOUR. The City Commission hereby approves the payment of \$8,000.00 to the Arts District for the sponsorship of two Seward Johnson sculptures; and hereby authorizes and directs the City Manager and Finance Director to pay the said sum within thirty

days of the date of this Resolution. In the event the Arts District and TSJA should decide to terminate the Agreement, and to not display the sculptures, the Arts District shall return the \$8,000.00 to the City within seven days receipt of a written demand for the same from the City.

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

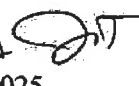
APPROVED AND AUTHENTICATED this 21st day of October 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SCULPTURE LOAN AGREEMENT
FOR
SEWARD JOHNSON WORK(S)**

This Sculpture Loan Agreement ("Agreement") is made this ¹³~~July~~^{August}  th day of ~~July~~^{August}, 2025 ("Effective Date") by The Seward Johnson Atelier, Inc. ("TSJA" or "Foundation"), a nonprofit corporation organized under the laws of the State of New Jersey, with a place of business at 14 Fairgrounds Road, Ste. A, Hamilton, New Jersey 08619, and Ormond Beach Arts District, Inc., Florida not for profit corporation ("Exhibitor"), with a place of business at 44 W. Granada Blvd. Ormond Beach, FL 32174. TSJA and Exhibitor shall each be referred to herein as a "Party" or, collectively, as the "Parties").

WHEREAS, TSJA is a nonprofit corporation organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose mission is to: promote public appreciation and knowledge of art and public placement and view of sculpture; support and lend art to businesses, individuals, charitable organizations, and government entities for public exhibition; and build and revitalize communities through the public placement of art; and

WHEREAS, TSJA owns certain works of art created by Seward Johnson for the purposes of public exhibition, display, loan, sale and donation in furtherance of its charitable and educational purposes; and

WHEREAS, TSJA desires to loan certain sculptural work(s) of art to Exhibitor for the purposes of public display and education in accordance with the terms of this Agreement; and

WHEREAS, Exhibitor wishes to publicly display certain sculpture(s) received from TSJA for charitable purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS AND AGREEMENT

1. Definitions.

(a) Loaned Sculpture(s). The term "Loaned Sculpture(s)" shall mean sculpture(s) owned by TSJA created by Seward Johnson, loaned to Exhibitor in accordance with the terms of this Agreement and listed in Exhibit A, including, if any, related frames, pedestals, bases, installation structures, background material crating, packaging and/or any other item supplied by TSJA in connection with any Loaned Sculpture(s). Exhibit A as attached is a list of the Loaned Sculptures, and the Parties will agree to a final Exhibit A, which will include the name and number of Loaned Sculptures under this Agreement, by September 1, 2025.

(b) Loan Period. The term "Loan Period" will mean the period from the date on which Exhibitor receives the Loaned Sculpture(s) listed in Exhibit A, until the date that the Exhibitor makes, in a commercially reasonable manner, the Loaned Sculpture(s) available for return to Foundation in accordance with the terms of this Agreement.

(c) Exhibit Site. The term "Exhibit Site" shall mean any or all of the following locations: various locations around Ormond Beach to be determined.

(d) Exhibition Period. The term "Exhibition Period" shall mean Exhibitor's planned exhibition at the Exhibit Site, presently scheduled to commence the week of January 15th, 2025 and conclude the week of July 15th, 2025.

2. Term.

The term of this Agreement shall be from the Effective Date until sixty (60) days after the Loaned Sculpture(s) are returned to TSJA, or the termination of this Agreement in accordance with the terms of Section 17 herein, whichever is less.

3. Purpose of Loan and Delivery.

(a) Exhibition. Exhibitor agrees to use and display the Loaned Sculpture(s) in furtherance of TSJA's charitable purpose and in accordance with the terms of this Agreement.

(b) Public Display. Exhibitor hereby represents that the Loaned Sculpture(s) will be on continuous public display during the Exhibition Period at venues or spaces including, but not limited to the Exhibit Site, that are customarily open and accessible to the public for a minimum period of thirty (30) hours each week.

(c) Admission of public. During the Exhibition Period, Exhibitor will admit the public to the Exhibit Site and any other site where the Loaned Sculpture(s) are displayed in accordance with the terms of this Agreement without discrimination or segregation on the basis of race, religious creed, skin color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, or sexual orientation.

(d) Delivery of Loaned Sculptures. TSJA shall deliver the Loaned Sculptures to Exhibitor on a mutually acceptable date no less than five (5) business days prior to the commencement of the Exhibition Period so that Exhibitor can install the Loaned Sculptures prior to the commencement of the Exhibition Period.

4. Assignment.

(a) Exhibitor. Exhibitor may not, at any time, assign or transfer to any party (i) its rights under this Agreement, (ii) possession of the Loaned Sculpture(s), or (iii) any interest in the Loaned Sculpture(s).

(b) Foundation. TSJA may assign all or any portion of its rights under this Agreement to any third party without prior written notice to Exhibitor.

5. Care and Safekeeping.

(a) Standard of care. Exhibitor will at all times during the Loan Period (24-hour, seven-day basis), handle and care for the Loaned Sculpture(s) to the best of their ability and make all reasonable efforts to protect the Loaned Sculptures from damage. Exhibitor will check the condition of the Loaned Sculpture(s) a minimum of one (1) time per month for the duration of the Loan Period and perform the required maintenance in Exhibit B a minimum of one (1) time per month for the duration of the Loan Period.

(b) Security. Exhibitor will make every effort to protect the Loaned Sculpture(s) from fire, theft, acts of the public, vandalism, and mishandling, and otherwise provide a safe and secure environment in all respects during the Loan Period, including retrieval, custody, and immediate notification of TSJA in the event of an emergency. TSJA is aware that the sculptures will be displayed outside in a public place and expects Exhibitor to provide security to the best of their ability.

(c) Installation. TSJA has the right to supervise and approve the installation of the Loaned Sculpture(s) at the Exhibit Site and the right to specify installation and removal requirements. Unless otherwise agreed upon by the Parties in a signed writing, Exhibitor will provide installation, manpower, and equipment. Once installed, the Loaned Sculpture(s) may not be removed or moved in any manner without TSJA's prior written consent, except in an emergency (for example, fire).

(d) Siting / Withdrawal of Sculptures. Siting of any Loaned Sculpture(s) at the Exhibit Site shall be subject to TSJA's sole approval. The Loaned Sculpture(s) shall not be moved or relocated from its/their original installation sites at the Exhibit Site, including any re-siting of the Loaned Sculpture(s) to any location other than the Exhibit Site and/or withdrawal of the Loaned Sculpture(s) from public display, without TSJA's prior written consent, except in an emergency (for example, fire). All costs associated with moving, relocating, re-siting and/or withdrawal of any Loaned Sculpture(s) will be paid for by the Party that initiated the moving, relocating, re-siting and/or withdrawal. In the event Exhibitor requests the moving, relocating or re-siting of the Loaned Sculpture(s) or withdrawal of the Loaned Sculpture(s) from display during the Exhibition Period, the Exhibitor may be required to pay the expenses of an experienced art handler/installer (selected by TSJA) ("Art Handler") to accompany the Loaned Sculpture(s) during such moving, relocating re-siting or withdrawal. These expenses will be mutually agreed upon by the Parties before the Loaned Sculptures are relocated or withdrawn.

(e) Handling. In every instance, Exhibitor warrants that the Loaned Sculpture(s) will be handled only by trained staff and/or recognized fine art handlers under competent supervision, and under conditions including but not limited to, security measures approved by TSJA. The Loaned Sculpture(s) must not be handled except as expressly permitted in this Agreement

(f) Inspection. Within thirty (30) days after the execution of this Agreement or prior to the Loan Sculpture are shipped pursuant to Section 7 herein, TSJA may inspect the Exhibit Site. If any the Exhibit Site locations are not approved by TSJA for any Loaned Sculpture, Exhibitor will propose an alternative Exhibition Site and/or TSJA may suggest an alternative work to be included as a Loaned Sculpture. If an acceptable Exhibition Site is not available according to TSJA sole discretion and/or an alternative work cannot be provided as one of the Loaned Sculptures, TSJA may terminate this Agreement without any liability to Exhibitor or remove the any of the Loaned Sculptures from this Agreement. At all times during the Loan Period and upon reasonable notice to Exhibitor, TSJA and/or its representatives will have the right to access, inspect, and view the Loaned Sculpture(s). If at any time during the Loan Period TSJA identifies any damage to the Loaned Sculpture(s), TSJA may, in its sole discretion, require immediate remedial measures, remove the damaged Loaned Sculpture(s) and/or terminate this Agreement under Section 17 hereunder without any liability or further obligation to Exhibitor.

(g) No waiver. TSJA's approval, review, or supervision of, or attendance at, Exhibitor's facilities, or of any packing, installation, removal, and/or other handling of the Loaned Sculpture(s), will not in any way make TSJA liable or responsible for any such activity or events, or waive or diminish any of Exhibitor's obligations and responsibilities under this Agreement or at law.

6. Loan Fee.

Exhibitor agrees the minimum number of Loaned Sculptures will be ten (10) sculptures for a loan fee in the amount of U.S. \$30,020 (thirty thousand twenty dollars) (the "Loan Fee"). If Exhibitor elects to include more than ten (10) sculptures as Loaned Sculptures, Exhibitor, the Loan Fee will increase by \$2,850 (two thousand eight hundred fifty dollars) each for an amount of Loaned Sculptures greater than ten (10) (Additional Loan Fee.) The Exhibitor and TSJA will agree on the amount and name of the Loaned Sculpture by September 1, 2025. The Loan Fee shall be payable by Exhibitor according to the following schedule: Loan fee deposit is \$2,500 due upon signing of Agreement ("Deposit"), the remaining balance, of \$27,520 will be due by October 1, 2025. Should Exhibitor not pay the balance of the Loan Fee by September 15, 2025, then TSJA may cancel the Agreement and retain the Deposit. The Additional Loan Fee will be payable by November 1, 2025. Should Exhibitor not pay the Additional Sculpture Fee by November 1, 2025, the amount of Loaned Sculpture will not be greater than ten (10) sculptures. TSJA will provide Exhibitor with General Liability Insurance for the duration of this loan, the cost of which is included in the exhibition fee above. No rights other than those set forth in this Agreement shall pass to Exhibitor upon payment of the Loan Fee to TSJA.

7. Shipping and Installation.

(a) Shipping. TSJA shall be fully responsible for properly and securely packing the Loaned Sculpture(s) for shipment and for paying all costs of packing, loading, and professional and secure roundtrip transportation of the Loaned Sculpture(s). TSJA will have the right to specify a carrier of its own choosing, or to approve a professional carrier and to specify packing and transportation requirements, which Exhibitor agrees to follow. In no event will Exhibitor appoint any provider of transportation or packing services or implement any transportation or packing measures for the Loaned Sculpture(s) without TSJA's prior written consent.

(b) Installation. Exhibitor will be responsible for all costs associated with installation of the Loaned Sculpture(s) at the Exhibitor's Exhibit Site.

8. Storage. All crate and packing materials used in transporting and packing the Loaned Sculpture(s) will be stored and preserved during the Loan Period by Exhibitor.

9. Conservation; Alteration. Exhibitor agrees not to perform any invasive examination or inspection of the Loaned Sculpture(s), and not to conserve, repair, alter, modify, unmat, unframe, remat or reframe, remove or add any base or pedestal to, restore the Loaned Sculpture(s) or any part of the Loaned Sculpture(s), or otherwise disassemble any part of the Loaned Sculpture(s), or substitute or replace any glass or other cover, or consent to or permit any of the foregoing, without the express prior written consent of TSJA. Hanging or mounting devices existing on the Loaned Sculpture(s) may not be removed or repositioned from the Loaned Sculpture(s), nor may any other devices be attached, without TSJA's prior written consent.

10. Damage or Loss.

(a) Report. Exhibitor must immediately report to TSJA by telephone (to be followed up in writing delivered within three (3) business days of discovery), any evidence of damage to or loss or deterioration of, or endangerment to, the Loaned Sculpture(s) during the Loan Period.

(b) Mitigation. Following any damage, loss, deterioration, or endangerment to the Loaned Sculpture(s), without limiting any other provision of this Agreement, Exhibitor must take any reasonable actions TSJA may require to secure and protect the Loaned Sculpture(s) from further damage, loss, deterioration, or endangerment.

11. Insurance; Liability for Loss or Damage.

(a) Insurance Requirements. Unless otherwise agreed upon by the Parties in a signed writing, TSJA agrees to: (1) insure the Loaned Sculpture(s) against "all risks" of physical loss or damage while on the Exhibit Site throughout the Loan Period as set forth in this Section 11; and (2) procure and maintain commercial general liability insurance in the aggregate amount of \$2,000,000 (two million dollars) insuring against any claims for damage or destruction of property, bodily injury, or death arising out delivery, storage, installation, maintenance, transportation, and/or exhibition of the Loaned Sculpture(s) at the Exhibit Site, excluding claims relating to damage of the Loaned Sculptures.

(i) Severability. To the extent that any Exhibitor Policies also provide coverage for TSJA's legal liability to Exhibitor, such insurance must provide for severability of interests, and must not include any exclusion that would preclude suits between insureds and/or between insureds and loss payees.

(ii) No Contest. TSJA's insurer(s) must agree not to contest or litigate this Agreement.

(iv) Other Insurance. If Exhibitor elects to maintain its own insurance coverage, such coverage will in all events be secondary and noncontributory to the coverage provided by TSJA, and will not

release TSJA from, or waive or diminish, any of TSJA's obligations or liabilities under this Agreement. TSJA holds and will maintain insurance coverage for the Loaned Sculptures against "all risks" of physical loss or damage for the duration of this Agreement.

(v) Notice. TSJA must receive at least thirty (30) days prior written notice of cancellation, intent not to renew, or any substantive change in policy terms or rate ("Revision to Insurance Coverage"). After receipt of notice of any Revision to Insurance Coverage, TSJA may, at its sole discretion, terminate this Agreement without liability to Exhibitor.

(a) Endorsements; Certificate of Insurance. Exhibitor agrees to notify its insurers of the terms of this Agreement, and to obtain from its insurers an endorsement including any of the provisions of this Section 11 not already included in the policy terms. In addition, Exhibitor will obtain and provide TSJA with a certificate of insurance (i) naming TSJA as a named insured or additional insured and, in either event, loss payee. Exhibitor agrees to deliver such certificate and endorsement (if applicable), naming TSJA as an additional insured. At TSJA's request, Exhibitor will also deliver a copy of the terms of Exhibitor's policy.

(b) Deductibles. Exhibitor agrees to pay any and all deductibles relating to insurance coverage relating to any claim made under the general commercial general liability insurance required pursuant to Section 11(a).

(c) Exhibitor's liability beyond insurance; duty to indemnify. Exhibitor agrees to assume absolutely and unconditionally all liability, and to fully reimburse and indemnify TSJA for any and all loss, damage and/or destruction relating to any third-party claims for damage or destruction of property, bodily injury, or death arising from the exhibition of the Loaned Sculpture(s) at the Exhibition Site, where such loss, damage and/or destruction (i) is not fully covered under the terms of the Exhibitor Policies for any reason, and/or (ii) the result of or caused directly or indirectly by any negligent, wrongful or intentional act, omission or error of Exhibitor or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors. Notwithstanding any inference to the contrary contained in this paragraph, Exhibitor's liability will not be limited in any way with regard to any intentional harm (be it an act or omission) by Exhibitor, or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors, during the Loan Period. Notwithstanding the above, Exhibitor's liability shall not extend to physical damage to the Loaned Sculptures caused by third parties or environmental factors.

(d) No Waiver. Exhibitor's failure to provide any information, certificates, or policies required by this Agreement, including without limitation, either a certificate of insurance or an

endorsement establishing that all of the insurance requirements set forth herein have been met, and/or TSJA's acceptance of any policy or certificate of insurance not in compliance with the requirements of this Agreement will not in any event be or be deemed to be, or constitute, a waiver by TSJA of any of the requirements of this Agreement or of Exhibitor's covenants, liabilities, or obligations under this Agreement.

12. Copyright; Indemnification; Photography Limitations.

(a) Compliance with law. Exhibitor agrees to observe and comply with all copyright, trademark, and other intellectual property laws and regulations, all moral rights including, without limitation, attribution rights, any rights under 17 U.S.C. §106(a), and all rights of privacy and publicity (individually and collectively "I.P. Rights"), relating to the Loaned Sculpture(s), and not to infringe or violate any I.P. Rights.

(b) Copyright. It is understood that TSJA is the copyright owner of the Loaned Sculpture(s) and shall retain copyright ownership of the Loaned Sculpture(s), including the exclusive right to make reproductions. Exhibitor agrees never to contest the copyright(s) of TSJA and/or its successors, heirs, and/or assigns in the Loaned Sculpture(s).

(c) Reproductions prohibited. Exhibitor may not make or use any reproduction of the Loaned Sculpture(s) including, but not limited to two-dimensional images or photographs depicting the Loaned Sculpture(s), for any commercial purpose without prior written consent of TSJA.

(d) Authorized Images. Exhibitor may publicly display, reproduce, and distribute photographic reproductions of Loaned Sculpture(s) approved by TSJA to promote and market Exhibitor's exhibitions which include the Loaned Sculpture(s) ("Authorized Images"). Copies of all Exhibitor's materials containing Authorized Images shall be provided to TSJA for TSJA's records. All Authorized Images must show the appropriate notice as provided below in Section 12(f). All of Exhibitor's rights to use Authorized Images provided herein shall cease on the earliest of: (1) the close of the Exhibition Period; (2) the date that any Loaned Sculpture(s) is withdrawn or substituted pursuant to Section 19 herein, for Authorized Images featuring such Loaned Sculpture(s); or (3) the date of termination of this Agreement pursuant to Section 17 herein.

(e) Use of photographic reproductions. Other than as provided in Section 12(c), Exhibitor may not use photographic reproductions of the Loaned Sculpture(s) for any purpose, including postcards, note cards, posters, books, CDs, DVDs, and prints, without TSJA's prior written approval.

(f) Copyright Notice.

(i) Credit line for Authorized Images. The following credit line shall appear adjacent to each Authorized Image:

Credit lines for individual sculptures to be provided by TSJA along with high resolution images.

(ii) Copyright notice for individual Authorized Images. Unless otherwise instructed by TSJA, in addition to the credit line required by Section 12(f)(i) above, the following copyright notice shall appear adjacent to individual Authorized Images in which Foundation owns the copyright:

“Photograph – © [year of publication of photograph], The Seward Johnson Atelier, Inc.”

In the event TSJA advises Exhibitor that TSJA is not the copyright owner of the Authorized Image, the notice above must be modified to replace “The Seward Johnson Atelier, Inc.” with the name of the photographer or party who owns the copyright in the Authorized Image.

(iii) Copyright notice for materials containing Authorized Images. If Exhibitor elects to produce materials containing Authorized Images, the following copyright notice shall appear in each copy thereof:

“© [year of publication], [Exhibitor], All rights reserved”

Unless otherwise instructed by TSJA the following additional copyright notice must appear directly below Exhibitor’s copyright notice:

“The photographs contained herein are © [include the most recent publication date for any Authorized Image used] or earlier, The Seward Johnson Atelier, Inc., except where otherwise noted, and are used with permission of The Seward Johnson Atelier, Inc. All rights reserved.”

(iv) Notices not mutually exclusive. The credit lines and copyright notices above are not mutually exclusive and, depending on Exhibitor’s respective use, circumstances may require use of one or more of the credit line and/or notices.

13. Copies of Exhibitor Materials.

Use of Foundation photographs in catalogues and other promotional media is subject to TSJA’s prior consent. Exhibitor will provide TSJA with twenty (20) complimentary copies of any catalogue (including hardback, CD, DVD and any other media) and other written material that it may publish or distribute or authorize relating to the Loaned Sculpture(s) and/or the Exhibitor’s Exhibit Site.

14. Return/Removal of Loaned Sculptures.

(a) Unless otherwise agreed upon by the Parties in a signed writing pursuant to Section 7(a) of this Agreement, Exhibitor agrees to make the Loaned Sculpture(s) available for return to

Foundation no later than one (1) week after the end of the Exhibition Period or within five (5) days of receipt of a notice of termination from TSJA ("Termination Notice") if this Agreement is terminated under Section 17 herein. TSJA will be responsible for deinstalling the sculptures on a mutually decided date. Exhibitor will not have any right to retain the Loaned Sculpture(s) after the end of the Exhibition Period under any circumstances.

(b) In the event that the Loaned Sculpture(s) are not made, in a commercially reasonable manner, available for return to TSJA in accordance with this Agreement, TSJA and/or its representative(s), at Exhibitor's cost and expense, will have the right to terminate this Agreement and immediately retrieve the Loaned Sculptures (without waiver of any claims), including without limitation, and to the extent allowed by law, enter Exhibitor's premises without prior notice and immediately retrieve the Loaned Sculpture(s) without responsibility for any unintentional loss or damage due to such removal and without liability to Exhibitor.

(c) Exhibitor will only release the Loaned Sculpture(s) to, and take instructions concerning the Loaned Sculpture(s) from, TSJA or its duly authorized agent. In the case of an agent acting on TSJA's behalf, Exhibitor must not act without reliable written proof of the agent's authorization from TSJA.

15. Responsibility.

(a) No liability or warranty. TSJA will bear no expense relating to the lending of the Loaned Sculpture(s) to Exhibitor. TSJA does not make (and hereby expressly disclaims) any and all warranties or representations (express or implied), including to Exhibitor or otherwise, in respect of the Loaned Sculpture(s), or any right in the Loaned Sculpture(s), including, but not limited to, title, quiet enjoyment, or authenticity.

(b) Indemnification. The Parties shall indemnify, save harmless and defend each other, including Exhibitor's elected and appointed officials, each Parties employees, agents, volunteers and others working on behalf of either Party, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Agreement or by the performance of any work under this Agreement, including all suits or actions of every kind or description brought against a Party, either individually or jointly, for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Agreement, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the other Party, its employees, subcontractors or agents or others under this Agreement.

16. Ownership. Exhibitor will at all times recognize only TSJA as the legal owner of the Loaned Sculpture(s), and will not recognize nor entertain any competing claims by any third party in respect of the Loaned Sculpture(s). Exhibitor agrees never to contest TSJA's and/or its successors', heirs', and/or assigns' title in the Loaned Sculpture(s). If Exhibitor becomes aware of any claim or circumstances that may give rise to a claim in respect of the Loaned Sculpture(s),

it will immediately inform TSJA and take such reasonable steps as TSJA may require (including the immediate removal of the Loaned Sculptures from the Exhibitor's Exhibit Site), at the Exhibitor's sole cost and expense. Exhibitor hereby waives any and all interest and claim in the Loaned Sculpture(s), and agrees not to in any way encumber, claim or assert or cause or allow any other party to claim, any interest of any kind in the Loaned Sculptures.

17. Termination.

(a) Breach. TSJA may, at any time, terminate this Agreement, without any liability to or further obligation to the Exhibitor, in the event of a breach by Exhibitor of any conditions or term of this Agreement, including, but not limited to damage to the Loaned Sculpture(s). If the Agreement is terminated by TSJA, TSJA shall notify the Exhibitor of such termination and provide a Termination Notice to Exhibitor. Exhibitor shall make, in a commercially reasonable manner, the Loaned Sculpture(s) available for return shipping pursuant to the terms of Section 14 herein within five (5) days of receipt of the Termination Notice.

(b) Termination upon transfer of assets. Should ownership of an individual Loaned Sculpture be legally transferred from TSJA to Exhibitor, this Agreement shall terminate with respect to such Loaned Sculpture upon the effective date of such transfer.

(c) Termination upon withdrawal. If TSJA, in its sole discretion, withdraws all Loaned Sculpture(s) pursuant to Section 19(a) herein and does not provide Exhibitor with Substitute Sculpture(s) as defined in Section 19(b) herein, this Agreement shall terminate upon the date of withdrawal of the last Loaned Sculpture(s).

18. Applicable Law; Exclusive Jurisdiction; Venue and Removal.

(a) Applicable law. This Agreement and all disputes relating to or arising out of this Agreement (including insurance disputes, unless prohibited by the insurance laws and regulations applicable to the policy(ies)) will be governed by and construed in accordance with the laws of the State of New Jersey.

(b) Exclusive jurisdiction; venue and removal. All disputes and matters arising under, in connection with, or incidental to this Agreement and/or the Loaned Sculpture(s), including, but not limited to, any dispute involving insurance coverage or proceeds, will be litigated, if at all, in and before a federal court with diversity jurisdiction in the State of New Jersey or the Superior Court of New Jersey located in Mercer County, New Jersey, USA, to the exclusion of other courts of other states and to the exclusion of other venues. Exhibitor and TSJA EXPRESSLY CONSENT TO THE JURISDICTION OF EITHER COURT and agree that this venue is convenient and not to seek a change of venue or to seek to dismiss the action on the ground of forum non conveniens, not to assert any defense based on lack of jurisdiction of this court, and not to bring any action arising under, in connection with, or incidental to this Agreement in any other court.

19. Withdrawal and Substitution.

(a) Withdrawal. While it is the intention of TSJA to permit the Loaned Sculpture(s) listed in Exhibit A to remain available to Exhibitor for the full duration of the Loan Period, TSJA also expressly reserves the right in its sole discretion (with prior written notice when feasible in TSJA's judgment) to withdraw any Loaned Sculpture listed in Exhibit A upon sixty (60) days notice to Exhibitor, without liability to the Exhibitor.

(b) Substitution. If TSJA, in its sole discretion, withdraws a Loaned Sculpture(s), TSJA may, in its sole discretion, substitute any other Loaned Sculpture owned by TSJA in its place ("Substitute Sculpture"), which Substitute Sculpture shall then be deemed a Loaned Sculpture, without any liability to TSJA. The Parties shall amend Exhibit A from time to time, as needed, to reflect substitution of any Loaned Sculpture(s).

(c) Costs. Consistent with Section 21(a) of this Agreement, all costs associated with withdrawing and substituting any Loaned Sculpture(s) will be paid for by TSJA when such withdrawal or substitution is initiated by TSJA pursuant to Section 19(a) and/or 19(b).

20. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute the same instrument. Nothing in this Agreement will be deemed to create a joint venture, partnership, lease, or principal-agent, employer-employee, or any similar relationship or arrangement, between Exhibitor and TSJA. Nothing in this Agreement will be construed to give any party (other than Exhibitor and TSJA, and their successors and assigns as provided herein) any legal or equitable right, benefit, remedy, or claim in respect of this Agreement and Exhibitor's and/or TSJA's covenants and obligations hereunder. Any waivers under this Agreement must be in writing to be effective. The party signing this Agreement on behalf of Exhibitor hereby represents and warrants that s/he is duly authorized to sign this Agreement on behalf of and bind Exhibitor as provided in this Agreement. The terms and conditions of Sections 11, including, but not limited to full satisfaction of all obligations to reimburse TSJA thereunder, 12, 14, 15, 16, 18, 19, 20, 21 and 22 of this Agreement will survive the expiration of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision or portion thereof as to that application will be severed from the rest of this Agreement and such event will not impact the effectiveness or validity of the remainder of such provision or any other provision or term hereof. If at any time TSJA's consent or approval is required as set forth in this Agreement, such approval or consent may be given or denied by TSJA in its sole discretion. The captions and descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

21. Compliance with Laws and Regulations. Exhibitor shall adhere to all federal and state laws and regulations applicable to its obligations and responsibilities under this Agreement.

22. Notice. All notices, requests, demands, consents, approvals, and other communications (including any change to this provision) required to be given in writing under this Agreement are

considered given upon receipt if delivered personally or sent by recognized courier, certified mail (return receipt requested and postage-prepaid), or fax (if delivery is confirmed by the sender), as follows:

For Exhibitor:

Julia Truilo
President, Board of Directors
Ormond Beach Arts District
44 W. Granada Blvd.
Ormond Beach, FL 32174

For TSJA:

Chief Legacy Officer
The Seward Johnson Atelier
14 Fairgrounds Rd. Ste A
Hamilton, NJ 08619

~~With a Copy to:
Cobb Cole, P.A.
Attn: William A. Rice, Esq.
One Daytona Blvd.
Suite 600
Daytona Beach, FL 32114~~

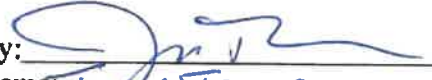
23. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder including payments for any damage to the Loaned Sculptures that are covered by insurance, except that the provisions of this Section 23 shall apply any delay in such payments), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, hurricane, declared epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) other similar events beyond the reasonable control of the Impacted Party.

24. **Entire Agreement.** This Agreement (including all Exhibit(s) hereto) constitutes the entire agreement between TSJA and Exhibitor with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations that may have been made or relied upon that are not expressly set forth in this Agreement are of no force or effect. This Agreement may be modified only in writing, which writing must be signed by both parties.

TSJA and Exhibitor execute this Agreement by their duly authorized agents as of the Effective Date.

THE SEWARD JOHNSON ATELIER, INC. ORMOND BEACH ARTS DISTRICT, INC

By: *Lynn DeClemente Losavio*
Name: Lynn DeClemente Losavio
Title: Chief Legacy Officer

By: 
Name: JULIA TRUJILLO
Title: BOARD PRESIDENT

Exhibits

Exhibit A: Sculpture(s) on Loan from TSJA

Exhibit B: Maintenance Instructions

EXHIBIT A

Roster Choices as of July 16, 2025

	Loaned Sculpture	Applicable Fee 8 Sculpture Fee, Additional Sculpture fee,
★	1. A Little to the Right	Eight Sculpture Fee- \$3040
★	2. A Reason to Smile	Eight Sculpture Fee- \$3040
★	3. Bake Sale	Eight Sculpture Fee- \$3040
★	4. Big Sister	Eight Sculpture Fee- \$3040
★	5. Can We Dance Here, Mommy?	Eight Sculpture Fee- \$3040
★	6. Hot Weather	Eight Sculpture Fee- \$3040
★	7. Keep Life in Balance	Eight Sculpture Fee- \$3040
★	8. Out of Sight	Eight Sculpture Fee- \$3040
★	9. Sidewalk Concert	Additional Sculpture Fee \$2850
★	10. Sweet Sixteen	Additional Sculpture Fee \$2850
	11. A Turn of the Century	Additional Sculpture Fee \$2850
	12. Building Better Neighbors	Additional Sculpture Fee \$2850
	13. Cat Nap	Additional Sculpture Fee \$2850

14	The Gardener	Additional Sculpture Fee \$2850
16	My World	Additional Sculpture Fee \$2850
17	No, Mommy That One	Additional Sculpture Fee \$2850
18	Shaping Up	Additional Sculpture Fee \$2850



EXHIBIT B

Maintenance Instructions

Seward Johnson's Painted Bronze Sculpture Required Maintenance Procedure

Loaned Sculptures must be washed with good water and very mild non-ionic or neutral detergent once a month.

While cleaning, please inspect closely, to make sure there are no inconsistencies developing in the paint due to atmospheric influences. Small areas of bare metal on a larger whole will tend to corrode faster than normal and it is important to insulate those areas when they appear. Re-painting, with the help of the artist's studio, should be done when the condition of the paint layer is compromised beyond the scope of a small touch up.

CLEANING PROCEDURE: Simple cleaning with mild non-ionic or neutral detergent (see below list) using a soft non-metallic scrub brush, sponge or cloth. Never use a rough-bristled or wire-bristled brush. Rinse well with water and dry thoroughly by hand.

It is recommended not to wax the painted sculptures. First, because of the durability of the paint that is a two part component urethane Clear. This Clear, with or without waxing, will last just as long. Secondly the wax will get into the texture and porosity of the piece. This makes it difficult to remove and inhibits future restoration. Lastly, the wax, on a hot day gets soft, which traps dust. This makes the colors look extremely dirty, especially the whites.

NON-IONIC AND NEUTRAL DETERGENT: *(used in a 1:10 ratio of soap to water)*

Orvus Liquid Soap
Conservation Materials, Ltd.
1165 Marietta Way
Sparks, NV 89431

Non-Ionic Detergent*
Industrial Soap Company
2930 Marker Street
St. Louis, MO 63103

* Ivory Liquid, Joy, and other neutral detergent soap

Feel free to contact us for additional information or details at:
The Seward Johnson Atelier (tel) 609 890 7777 info@sewardjohnsonatelier.org

Title	Ormond Beach x Seward Johnson
File name	4256_001.pdf
Document ID	008aa4f648e1213f17a676af3c2a4be68a0d277c
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

08 / 19 / 2025
16:21:13 UTC

Sent for signature to Lynn DeClemente Losavio
(ldclemente@sewardjohnsonatelier.org) from
evitello@sewardjohnsonatelier.org
IP: 76.32.135.119



VIEWED

08 / 19 / 2025
16:27:00 UTC

Viewed by Lynn DeClemente Losavio
(ldclemente@sewardjohnsonatelier.org)
IP: 96.248.105.8



SIGNED

08 / 19 / 2025
16:27:27 UTC

Signed by Lynn DeClemente Losavio
(ldclemente@sewardjohnsonatelier.org)
IP: 96.248.105.8



COMPLETED

08 / 19 / 2025
16:27:27 UTC

The document has been completed.



Seward Johnson 2026 Sculpture Tour



Seward Johnson 2026 Sculpture Tour

A TURN OF THE CENTURY



Location: Seacoast Bank, 175
West Granada Boulevard



Seward Johnson, bronze 68" x 48" x 40"

KEEPING LIFE IN BALANCE



Location: Vacant lot, 70
West Granada Boulevard



Seward Johnson, bronze 68" x 70" x 36"

Seward Johnson 2026 Sculpture Tour

A REASON TO SMILE



Location: Main Street Park,
34 West Granada Boulevard



Seward Johnson, bronze 54" x 33" x 33"

SIDEWALK CONCERT



Location: Bailey Riverbridge Gardens,
1 North Beach Street



Seward Johnson, bronze 72" x 30" x 27"

Seward Johnson 2026 Sculpture Tour

A LITTLE TO THE RIGHT



Location: Cassen Park,
1 South Beach Street



Seward Johnson, bronze 74" x 45" x 48"

NO MOMMY, THAT ONE!



Location: Fortunato Park,
2 John Anderson Drive



Seward Johnson, bronze 35" x 40" x 36"

Seward Johnson 2026 Sculpture Tour

OUT OF SIGHT



Location: Rockefeller Gardens,
26 Riverside Drive northwest of



Seward Johnson, bronze 57" x 45" x 45"

CAN WE DANCE HERE, MOMMY?



Location: The Casements,
25 Riverside Drive



Seward Johnson, bronze, 72" x 83" x 32"

Seward Johnson 2026 Sculpture Tour

SWEET SIXTEEN

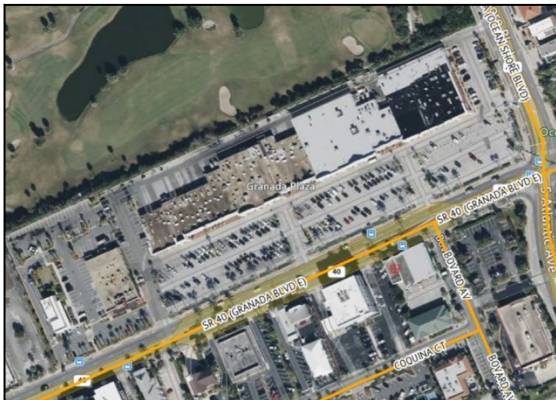


Location: Ormond Memorial Arts Museum & Gardens,
78 East Granada Boulevard



Seward Johnson, bronze, 52" x 35" x 48"

HOT WEATHER



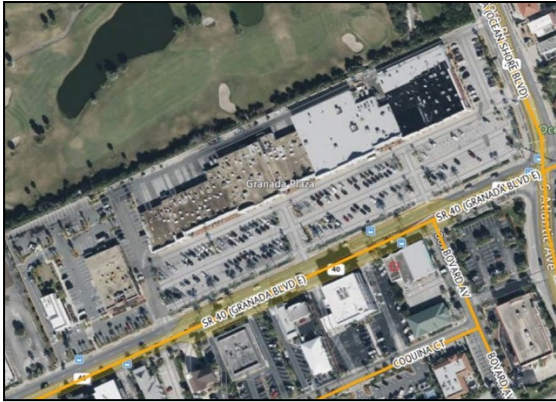
Location: Granada Plaza,
145 East Granada Boulevard



Seward Johnson, bronze, 65" x 30" x 38"

Seward Johnson 2026 Sculpture Tour

BAKE SALE

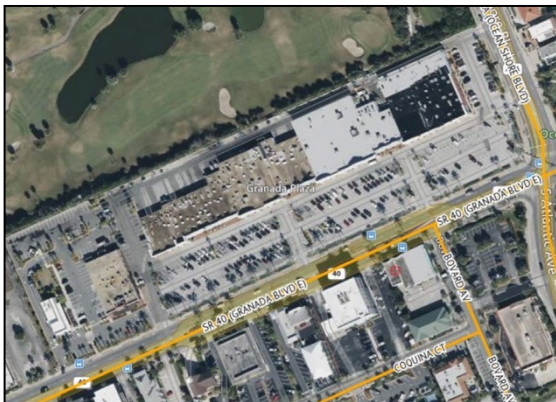


Location: Granada Plaza,
205 East Granada Boulevard



Seward Johnson, bronze, 54" x 56" x 36"

BIG SISTER



Location: Granada Plaza,
251 East Granada Boulevard



Seward Johnson, bronze, 45" x 38" x 32"

HOLD HARMLESS AND INDEMNITY AGREEMENT

This Hold Harmless and Indemnity Agreement ("Agreement") is made by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation with its principal place of business being located at 22 South Beach Street, Ormond Beach, Florida ("Indemnatee"), and **ORMOND BEACH ARTS DISTRICT, INC.**, a Florida not for profit corporation, with its principal place of business being located at 44 West Granada Boulevard, Ormond Beach, Florida ("Indemnitor").

WHEREAS, on August 13, 2025, the Indemnitor and The Seward Johnson Atelier, Inc. ("TSJA"), entered into a Sculpture Loan Agreement for Seward Johnson Works(s) ("TSJA Agreement") for the public display of Seward Johnson sculptures in the City's Downtown Overlay District, and

WHEREAS, the Indemnatee is not a party to the TSJA Agreement and bears no responsibility or liability under the agreement, and

WHEREAS, the Indemnitor desires to publicly display the Seward Johnson sculptures within the City's Downtown Overlay District at the expense of the Indemnitor in accordance with the TSJA Agreement, now therefore,

In consideration for the public display of the Seward Johnson sculptures in the City's Downtown Overlay District and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Indemnitor and Indemnatee agree as follows:

1. **HOLD HARMLESS AND INDEMNIFICATION.** The Indemnitor (including any and all officers, employees, volunteers, agents, contractors,

subcontractors, and successors and assigns) shall hold harmless and indemnify the Indemnatee (including its elected and appointed officers, employees, and agents) from and against any and all claims for bodily injury, sickness, disease, death, personal injury or damage to property or loss of use resulting therefrom arising out of the public display of Seward Johnson sculptures in the City's Downtown Overlay District in accordance with the TSJA Agreement between the Indemnitor and TSJA. For purposes of this Agreement, the use of the word "claim" includes but is not necessarily limited to any and all demands, lawsuits (including legal or equitable actions or proceedings), liability, loss, damages, costs, or judgments of any and every kind whatsoever, including attorneys' fees through and including all appeals. Such payment on behalf of the Indemnatee shall be in addition to any and all other legal remedies available to Indemnatee and shall not be considered to be the Indemnatee's sole or exclusive remedy.

2. **PAYMENT ON BEHALF OF INDEMNITEE.** In addition to the payment by Indemnitor of all claims described in the Hold Harmless and Indemnification paragraph, above, the Indemnitor (including its successors and assigns, if any) shall also pay all costs and expenses of the Indemnatee's legal defense, as may be selected by the Indemnatee in the sole and absolute discretion of the Indemnatee, for all claims described in the Hold Harmless and Indemnification paragraph. The Indemnatee shall have the sole and absolute authority over, and direction of, its defense of any claim and the Indemnatee shall be the sole and absolute judge regarding the acceptability of any compromise or settlement of any such claim against Indemnatee.

3. **DURATION AND BINDING EFFECT OF INDEMNIFICATION.** The indemnity provided under this Agreement shall be effective against the Indemnitor upon

the execution hereof by the Indemnitor, and this Agreement shall continue in full force and effect until the termination of the TSJA Agreement between the Indemnitor and TSJA, and the removal of the sculptures in accordance with the TSJA Agreement. The indemnity provided herein shall be binding on the Indemnitor, including its successors and assigns, if any. The Indemnitor further represents that the officer who has subscribed his or her name herein below has full and complete authority to execute this Agreement on behalf of the Indemnitor and to fully bind the Indemnitor relative hereto.

4. SURVIVAL. The indemnity provided by the Indemnitor to the Indemnitee under this Agreement shall continue to survive and shall remain in full force and effect after the termination of this Agreement regarding any claim that occurred during the term of this Agreement.

5. NOTICE OF CLAIMS. The Indemnitor shall notify the Indemnitee in writing by certified mail return receipt requested delivered to the principal business address described herein above as soon as is practicable under the circumstances regarding the occurrence of any incident that could potentially result or does result in any claim against the Indemnitor or Indemnitee.

IN WITNESS HEREOF, the parties have executed this Agreement on the dates indicated below.

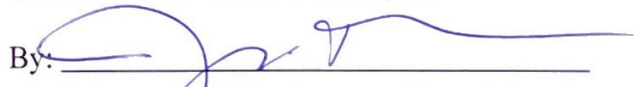
DATED: this 3rd day of September, 2025.

Witnessed:



Print: ROBERT TRUILO

Ormond Beach Arts District, Inc.

By: 

Print: JULIA TRUILO

DATED: this _____ day of _____, 2025.

Witnessed:

City of Ormond Beach

By: _____

Print: _____

Print: _____



ORMOND BEACH ARTS DISTRICT BOARD STAFF REPORT

Seward Johnson Sculpture Tour - 2026
Project Number: PZ-2025-000196

ORMOND BEACH ARTS DISTRICT BOARD DATE:	September 17, 2025																										
TENTATIVE CITY COMMISSION DATE:	October 21, 2025 (only one hearing)																										
APPLICANT:	Ormond Beach Arts District Inc.																										
LOCATIONS:	<table border="1"> <thead> <tr> <th>#</th><th>Proposed Placement</th></tr> </thead> <tbody> <tr> <td>1</td><td>Seacoast Bank, 175 West Granada</td></tr> <tr> <td>2</td><td>Vacant lot, 70 West Granada Boulevard</td></tr> <tr> <td>3</td><td>Main Street Park, 34 West Granada Boulevard</td></tr> <tr> <td>4</td><td>Bailey Riverbridge Gardens, 1 North Beach Street</td></tr> <tr> <td>5</td><td>Cassen Park, 1 South Beach Street</td></tr> <tr> <td>6</td><td>Fortunato Park, 2 John Anderson Drive</td></tr> <tr> <td>7</td><td>Rockefeller Gardens, 26 Riverside Drive</td></tr> <tr> <td>8</td><td>The Casements, 25 Riverside Drive</td></tr> <tr> <td>9</td><td>Ormond Memorial Art Museum, 78 East Granada Boulevard</td></tr> <tr> <td>10</td><td>Granada Plaza, 145 East Granada Boulevard</td></tr> <tr> <td>11</td><td>Granada Plaza, 205 East Granada Boulevard</td></tr> <tr> <td>12</td><td>Granada Plaza, 251 East Granada Boulevard</td></tr> </tbody> </table>	#	Proposed Placement	1	Seacoast Bank, 175 West Granada	2	Vacant lot, 70 West Granada Boulevard	3	Main Street Park, 34 West Granada Boulevard	4	Bailey Riverbridge Gardens, 1 North Beach Street	5	Cassen Park, 1 South Beach Street	6	Fortunato Park, 2 John Anderson Drive	7	Rockefeller Gardens, 26 Riverside Drive	8	The Casements, 25 Riverside Drive	9	Ormond Memorial Art Museum, 78 East Granada Boulevard	10	Granada Plaza, 145 East Granada Boulevard	11	Granada Plaza, 205 East Granada Boulevard	12	Granada Plaza, 251 East Granada Boulevard
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REQUEST:	Approval of the Seward Johnson Sculpture Tour, tentatively planned from January 15, 2026, to June 15, 2026.																																										
PLANNING STAFF RECOMMENDATION:	Approval																																										
STAFF CONTACT:	Sarah Motes, Senior Planner																																										
MAP OF PROJECT AREA:	 District - Beachside - Downtown - Uptown Note: Any additional locations besides the 12 listed within the application would require a new public art approval. Prepared by: City of Ormond Beach G.I.S. Department September 3, 2025 <table><thead><tr><th colspan="3">Sculpture Locations</th></tr><tr><th>#</th><th>Sculpture Name</th><th>Address</th></tr></thead><tbody><tr><td>1</td><td>A Touch of the Century</td><td>175 West Granada Blvd.</td></tr><tr><td>2</td><td>Keeping Life in Balance</td><td>70 West Granada Blvd.</td></tr><tr><td>3</td><td>A Reason to Smile</td><td>34 West Granada Blvd.</td></tr><tr><td>4</td><td>Sidewalk Concert</td><td>1 North Beach St.</td></tr><tr><td>5</td><td>A Little to the Right</td><td>1 South Beach St.</td></tr><tr><td>6</td><td>No Mooring, That's Out</td><td>2 John Anderson Dr.</td></tr><tr><td>7</td><td>Out of Sight</td><td>26 Riverside Dr.</td></tr><tr><td>8</td><td>Can We Dance Here, Honey?</td><td>23 Riverside Dr.</td></tr><tr><td>9</td><td>Swivel Stripes</td><td>78 East Granada Blvd.</td></tr><tr><td>10</td><td>Big Sister</td><td>140 East Granada Blvd.</td></tr><tr><td>11</td><td>Baby Sister</td><td>205 East Granada Blvd.</td></tr><tr><td>12</td><td>Hill Workin'</td><td>250 East Granada Blvd.</td></tr></tbody></table>	Sculpture Locations			#	Sculpture Name	Address	1	A Touch of the Century	175 West Granada Blvd.	2	Keeping Life in Balance	70 West Granada Blvd.	3	A Reason to Smile	34 West Granada Blvd.	4	Sidewalk Concert	1 North Beach St.	5	A Little to the Right	1 South Beach St.	6	No Mooring, That's Out	2 John Anderson Dr.	7	Out of Sight	26 Riverside Dr.	8	Can We Dance Here, Honey?	23 Riverside Dr.	9	Swivel Stripes	78 East Granada Blvd.	10	Big Sister	140 East Granada Blvd.	11	Baby Sister	205 East Granada Blvd.	12	Hill Workin'	250 East Granada Blvd.
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SECTION 1, INTRODUCTION:

This is a request by the Ormond Beach Arts District, Inc. to allow the Seward Johnson 2026 Sculpture Tour within the Downtown Overlay District, tentatively scheduled from January 15, 2026, to June 15, 2026, under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District.

SECTION 2, PROJECT DESCRIPTION:

Attachment 1 provides the Seward Johnson Sculpture Tour application from the Ormond Beach Arts District, Inc., and key aspects include:

1. A total of 12 locations are proposed that would allow the temporary sculptures. These sites include private property and public property. Private property owners have provided authorization to allow the placement of temporary sculpture(s) on their private property.
2. Any additional locations besides the 12 listed within the application would require a new public art approval.

3. The application has provided 12 sculptures that would be placed in the 12 locations. As of September 3, 2025, the list is as follows:

#	Statue Name	Proposed Placement
1	A Turn of the Century	Seacoast Bank, 175 West Granada
2	Keeping Life in Balance	Vacant lot, 70 West Granada Boulevard
3	A Reason to Smile	Main Street Park, 34 West Granada Boulevard
4	Sidewalk Concert	Bailey Riverbridge Gardens, 1 North Beach Street
5	A Little to the Right	Cassen Park, 1 South Beach Street
6	No Mommy, That One!	Fortunato Park, 2 John Anderson Drive
7	Out of Sight	Rockefeller Gardens, 26 Riverside Drive
8	Can We Dance Here, Mommy?	The Casements, 25 Riverside Drive
9	Sweet Sixteen	Ormond Memorial Art Museum, 78 East Granada Boulevard
10	Hot Weather	Granada Plaza, 145 East Granada Boulevard
11	Bake Sale	Granada Plaza, 205 East Granada Boulevard
12	Big Sister	Granada Plaza, 251 East Granada Boulevard

4. Individuals and local businesses are sponsoring the sculptures. The application seeks to allow changes in sculpture locations to be viewed as a minor change that can be reviewed and approved by the Planning Director.
5. As detailed in Attachment 1, the sculptures are “hyper-realistic and life-size and are designed to be experienced by pedestrians who can interact with them.”
6. The sculptures have been displayed in communities throughout the country and are designed to create interest and promote art in communities.
7. Attachment 1 describes the artist, John Seward Johnson Jr.
8. Public Works staff have reviewed the public property locations and determined they do not require additional site work.

9. The number of sculptures in the exhibit will depend on the number of sponsors.
10. The Ormond Beach Arts District Inc., is responsible for obtaining all necessary insurance related to the sculptures. The Ormond Beach Arts District Inc., would be required to provide insurance to the city in an acceptable form and amount. City staff understand that the Ormond Beach Arts District Inc., will (1) obtain insurance from the sculpture company for each statute and (2) obtain general liability insurance.

A public art Ordinance was created in 2021. Recent applications have included the Ormond Memorial Art Museum and Gardens butterfly wall and traffic signal cabinet wraps.

SECTION 3, ANALYSIS:

Section 18-4 of the Code of Ordinances established the following review criteria:

- 1. Whether the original or replica work of art or special landscape feature has historical or cultural significance.**
The works of Seward Johnson are recognized globally, and the temporary sculptures incorporate significant historical references that represent individuals performing everyday tasks.
- 2. Whether the original or replica work of art, or special landscape feature will provide an aesthetic or economic benefit to the city.**
The temporary sculptures are designed to attract interest in public art and the Downtown area. The temporary installation is designed to increase foot traffic to the Downtown Overlay District by attracting new visitors and residents who may otherwise not visit the district on a regular basis. Last year's installation had more than 2,000 visitors, and the Seward Johnson 2026 tour is also expected to create a unique sense of place and economic benefit for the city.
- 3. Whether the original or replica work of art, or special landscape feature will enhance the aesthetic appearance of buildings, structures and open spaces, including areas in or near public parks.**
The temporary sculptures are hyper-realistic and designed to increase interest in public parks, as well as, provide an artistic amenity to the private properties within the Downtown area.
- 4. Whether the original or replica work of art, or special landscape feature will provide an aesthetically pleasing attraction for residents and visitors.**
The temporary sculptures are considered an enticement for pedestrians as they move from one destination to another. The Ormond MainStreet and Ormond Beach Arts District Board will create a brochure to serve as a walking guide to help individuals discover each unique sculpture. The temporary sculpture installation will provide an aesthetically pleasing attraction for both residents and visitors and will contribute to a sense of place within the community.

5. Whether the original or replica work of art, or special landscape feature will be compatible with the character of the surrounding area in terms of size, scale, color, style, and material.

The Seward Johnson sculptures are free standing and life-size. The sculptures will be compatible with the surrounding area's character.

6. Whether the original or replica work of art, or special landscape feature may encourage residents and visitors to support local businesses.

The temporary sculptures will be located in the Downtown Overlay District, which is home to a variety of locally owned businesses. These sculptures will draw attention to the local businesses and sites of interest. The Ormond MainStreet and Ormond Beach Arts District Board intends to produce a walking map, which will also be featured on the Ormond Beach MainStreet and Ormond Beach Arts District websites.

7. Whether the original or replica work of art, or special landscape feature will enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan.

The original Downtown Community Redevelopment Agency (CRA) Master Plan was completed in 2006 and updated in 2019. Implementing "aesthetic features by utilizing art, social events, and cultural and historic assets to enhance the shared feeling of community" was established as a goal in 2006 and carried over to the updated plan. The temporary sculptures will be consistent with the Comprehensive Plan and the Downtown Master Plan. Additionally, the city recently completed a Downtown Public Arts Master Plan which furthers the goals of implementing public art within the Downtown CRA area.

8. The location of the original or replica work of art, or special landscape feature.

Attachments 1 and 2 show the proposed locations of the temporary sculptures on public and private properties within the Downtown CRA area. The locations shown are the maximum number of sites for the temporary structures. Any new location would require a new public hearing for public art. The sculptures can be moved as sponsors fund the project and select desired sculptures.

9. The cost of the public art project.

The application states that the rental costs of each sculpture is \$2,977, which includes shipping and insurance. Additional costs include marketing, advertising, printing, signage, and installation. The current estimated cost for the rental of the 12 sculptures, plus their additional costs, is approximately \$47,000 and all twelve sculptures have been sponsored.

10. The qualifications of the artist.

Seward Johnson was the founder of the Johnson Atelier Technical Institute of Sculpture and detailed information about the artist and his works have been provided in Attachment 1.

11. Examples of previous original or replica works of art, or special landscape features by the artist.

The temporary sculptures exist and have been used in other communities as temporary installations. The temporary sculptures and their dimensions are shown in the attachments at the end of this report.

12. A description of the proposed original or replica work of art, or special landscape features.

Attachments 1 and 2 provide details of the sculptures including the dimensions.

13. The materials and durability of the proposed original or replica work of art, special landscape features, including anticipated costs of maintenance and repair.

The temporary sculptures are to be rented for a six (6) month period and there are no associated costs for maintenance and repair to the sculptures. The Ormond Beach Arts District, Inc. is responsible for obtaining all necessary insurance related to the sculptures.

14. The life expectancy of the original or replica work of art, or special landscape feature.

The application is for a temporary art installation and the proposed rental contract would be for a six (6) month period.

15. Artist must waive and release, in favor of the city, the right of attribution or integrity which the artist has in the original work of art piece, in accordance with 17 USC 106A and 113(d)(Visual Artist Rights Act) as it presently exists or may be amended.

The public art proposed are life-sized sculptures and are to be rented for a six (6) month period under a rental contract obtained by Ormond Beach Arts District, Inc.

16. License agreement or easement between the owner of private property and the city in the event the work of art or special landscape features will be located on private land or will be situated upon a privately-owned building or structure. A private property owner is prohibited from charging a fee or any form of admission to members of the general public who desire to view public art that is situated on such private property.

Authorization of private landowners are required and these landowners are sponsors of the sculpture(s). The sponsorship and authorization information from the private property owners are included in the attachments at the end of this report.

17. License agreement between an artist and the city regarding the use or display of replica works of art on such terms that may be agreed upon between the artist and the city.

The public art proposed are life-sized sculptures and are to be rented for a six (6) month period under the rental contract agreement made between the Ormond Beach Arts District, Inc. and The Seward Johnson Atelier, Inc.

SECTION 4, RECOMMENDATION:

The Downtown Community Redevelopment Area has aided redevelopment with public expenditures for streetscape improvements and grants to redevelop buildings on private property. The Downtown Master Plan 2019 update identified public art as a critical theme to create a sense of place in the redevelopment area. The Ormond Beach Arts District Board has developed the concept of providing public art through the Seward Johnson sculpture tour, which is popular in other communities throughout the country. The 2024-2025 tour attracted thousands of visitors and helped boost economic development in the CRA district. The goal of the 2026 sculpture tour is to build on the momentum of the increased interest in public art and economic vitality.

It is recommended that the Seward Johnson 2026 sculpture tour be **APPROVED** with the following conditions:

1. Private property owners must provide authorization letters to place sculptures on their private property.
2. Any new location other than that listed in Attachments 1 and 2 would require a new public art hearing.
3. The movement of the 12 sculptures to an approved location shall be considered a minor deviation from the public art approval and must be reviewed and approved by the Planning Director.
4. Specific public statue locations shall require approval of the Public Works and Leisure Services Directors.
5. Before the installation of any sculptures, the Ormond Beach Arts District Inc. is responsible for obtaining and providing all necessary insurance related to the sculptures. The Ormond Beach Arts District Inc. would be required to provide insurance to the city in an acceptable form and amount.

Attachments:

Attachment 1: Application

Attachment 2: Proposed location map and sculptures

ATTACHMENT 1

Application



SECTION 2

City of Ormond Beach

Submittal and Review for Public Art Project

PROJECT LOCATION(S):

Potential locations: Rockefeller Gardens, Fortunato Park, Ormond Memorial Art Museum and Gardens,
Bailey Riverbridge Gardens, Main Street Park, Private property locations TBD within the Downtown CRA District

PROJECT TITLE: Seward Johnson Sculpture Tour

PROJECT DESCRIPTION: Please see Addendum 1 attached

Estimated Start Date: January 15, 2026

Estimated Completion Date: June 15, 2026

ARTIST INFORMATION:

Name: Seward Johnson

Business Name (if different) Seward Johnson Atelier

Address: 60 Sculptors Way, Hamilton, NJ 08619

Telephone: 609-897-7777

Email: Website: sewardjohnsonatelier.org

REVIEW AND APPROVAL CRITERIA:

1. Whether the original or replica work of art, or special landscape feature has **historical or cultural significance.**

The work of Seward Johnson is recognized internationally in can be found in public and private collections
around the world

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-
2. Whether the original or replica work of art, or special landscape feature will **provide an aesthetic or economic benefit to the city.**

This temporary installation is designed to increase foot traffic to the CRA District by attracting new visitors as well as residents who may not have visited the district on a regular basis. Art installations provide visual interest and help the area serve as a destination. Last year's Seward Johnson installation had more than 2000 visitors, many of whom were not from Ormond Beach.

3. Whether the original or replica work of art, or special landscape feature will enhance the **aesthetic appearance of buildings, structures and open spaces, including areas in or near public parks.**

These sculptures are life size depictions of real people doing everyday things. They are not intended to distract, but to meld with their surroundings, enriching the visual landscape.

4. Whether the original or replica work of art, or special landscape feature will **provide an aesthetically pleasing attraction for residents and visitors.**

Seward Johnson's work is hyper-realistic and is meant to be viewed both at a distance and at close range. It is pleasing to the eye and is attractive to those who visit the properties. The previous year's sculptures received extremely positive reactions from visitors and locals alike. They enjoyed the surprise of finding the surprise of happening on the sculptures and then made a point of finding all of the works along the route.

5. Whether the original or replica work of art, or special landscape feature will be **compatible with the character of the surrounding area in terms of size, scale, color, style, and material.**

Johnson's work is free standing and life size. It both blends in with it's surroundings and provides an artistic surprise for the viewer

6. Whether the original or replica work of art, or special landscape feature **may encourage residents and visitors to support local businesses.**

Placing these sculptures throughout the Downtown CRA District attracts both tourists and residents to the area. The sculptures are designed to get people walking and in doing so they will be able to visit the local businesses on both sides of the bridge between A1A and US 1. Maps and signage will encourage those who come upon one of the sculptures unaware to seek out the rest and so, visit more of the CRA District.

-
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7. Whether the original or replica work of art, or special landscape feature will **enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan.**

Public art improves the quality of life for all of Ormond's citizens. That is the reason it is included in the City's Downtown Master Plan.

8. The **location** of the original or replica work of art, or special landscape feature.

We anticipate pieces being located in some of the following locations - Rockefeller Gardens, The Ormond Memorial Art Museum and Gardens, Fortunato Park, Bailey-Riverbridge Gardens, Cassen Park, and Main Street Park. Some sculptures will be also placed on private property, but all locations will be within the Downtown CRA District. We plan to bring between 12 pieces for the current sculpture tour. Please see attached site map for potential public property locations.

9. The **cost** of the public art project.

Each sculpture has a rental cost of \$2977, which includes shipping and insurance. There will be additional costs for marketing, advertising, printing, signage and installation. The current estimated cost for the rental of 12 works plus their additional costs is \$47,000. The Ormond Beach Arts District plans to cover these costs by obtaining a sponsor for each sculpture.

10. The **qualifications of the artist.**

Please see Addendum 1 attached

11. Examples of previous original or replica works of art, or special landscape features by the artist.

Seward Johnson's work can be seen all around the world, in major cities like New York, Sydney, Australia and Washington DC and in smaller towns and cities around the US. An exhibit of 13 statues was presented here in Ormond Beach in 2025.

12. A description of the proposed original or replica work of art, or special landscape features.

These bronze sculptures are hyper-realistic and, for the most part depict everyday people. They are life-sized.

13. The materials and durability of the proposed original or replica work of art, special landscape features, including anticipated costs of maintenance and repair.

All sculptures are cast bronze and mounted on metal plates. They weigh between 400 and 600 lbs. each. They are treated to withstand weather and graffiti and can be cleaned and maintained with water and household soap.

14. The life expectancy of the original or replica work of art, or special landscape feature.

The sculptures will be in Ormond Beach for 6 months, from mid January, 2026 through mid-June 2026

15. Artist must waive and release, in favor of the city, the right of attribution or integrity which the artist has in the original work of art piece, in accordance with 17 USC 106A and 113(d)(Visual Artist Rights Act) as it presently exists or may be amended.

n/a

16. **License agreement or easement between the owner of private property and the city in the event the work of art or special landscape features will be located on private land or will be situated upon a privately-owned building or structure. A private property owner is prohibited from charging a fee or any form of admission to members of the general public who desire to view public art that is situated on such private property.**

See submitted forms

17. **License agreement between an artist and the city regarding the use or display of replica works of art on such terms that may be agreed upon between the artist and the city.**

n/a



**Board of Directors
2024-2025**

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Planning Department*

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Rebecca Parker

PO BOX 2917, ORMOND BEACH, FL 32175 - 386-492-2938

August 21, 2025

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL

Re: Ormond Beach Arts District Public Art Project Application

Dear Mr. Spraker,

The Board of the Ormond Beach Arts District is once again proposing to mount a temporary sculpture exhibition within the Downtown Overlay District which will bring twelve new sculptures from the Seward Johnson Atelier to the Downtown District. The works would be in place for six months, January, 2026 through June, 2026. As they were last year, the sculptures would be displayed on both sides of the bridge on both public and private property. Each sculpture is sponsored and all twelve sculptures being proposed have sponsorship.

Seward Johnson was an internationally renowned sculptor whose work has been featured in museums and cities world-wide. These sculptures are life size and hyper-realistic. They are designed to be experienced by pedestrians. Visitors are encouraged to interact with the sculptures, take pictures and get close to them. The Johnson Atelier has been a frequent successful collaborator with Main Street programs and Arts Districts throughout the United States. Last year's exhibit here in Ormond Beach was extremely popular and attracted several thousand visitors to the area over its six-month residency. More than 5000 paper maps were distributed and hundreds of people used the Ormond Beach Arts District website for maps and information. Businesses located near the sculptures reported increased traffic and interest while the sculptures were in place.

The Ormond Beach Arts District anticipates that the sculptures will bring additional new visitors to Ormond Beach who will also want to experience the rest of what the city has to offer as they walk from piece to piece. We expect that restaurants, small businesses and the rest of Ormond's cultural institutions will all continue to benefit from the increased foot traffic the sculpture tour will bring.

We look forward to bringing this exciting project to the City of Ormond Beach.

Thank you,

Julia Truilo

ADDENDUM 1

PROJECT DESCRIPTION: The Ormond Beach Arts District proposes to rent 12 sculptures from the Seward Johnson Atelier for a temporary exhibition lasting for a period of six months, from January 15, 2026 through June 15, 2026. The works will be displayed in the Downtown CRA District. These sculptures are hyper-realistic and life-size and are designed to be experienced by pedestrians who can interact with them. The project will enhance the CRA District by bringing new visitors to the district and by encouraging pedestrians to visit and explore the district while visiting the art pieces. A map and signage will be created to lead the public from one piece to the other. The map and sculpture descriptions will also be available online at the Ormond Beach Arts District website, as well as the Ormond MainStreet website. During the 2025 sculpture tour more than 5000 maps were distributed and hundreds of visitors used the map page on the Ormond Beach Arts District website.

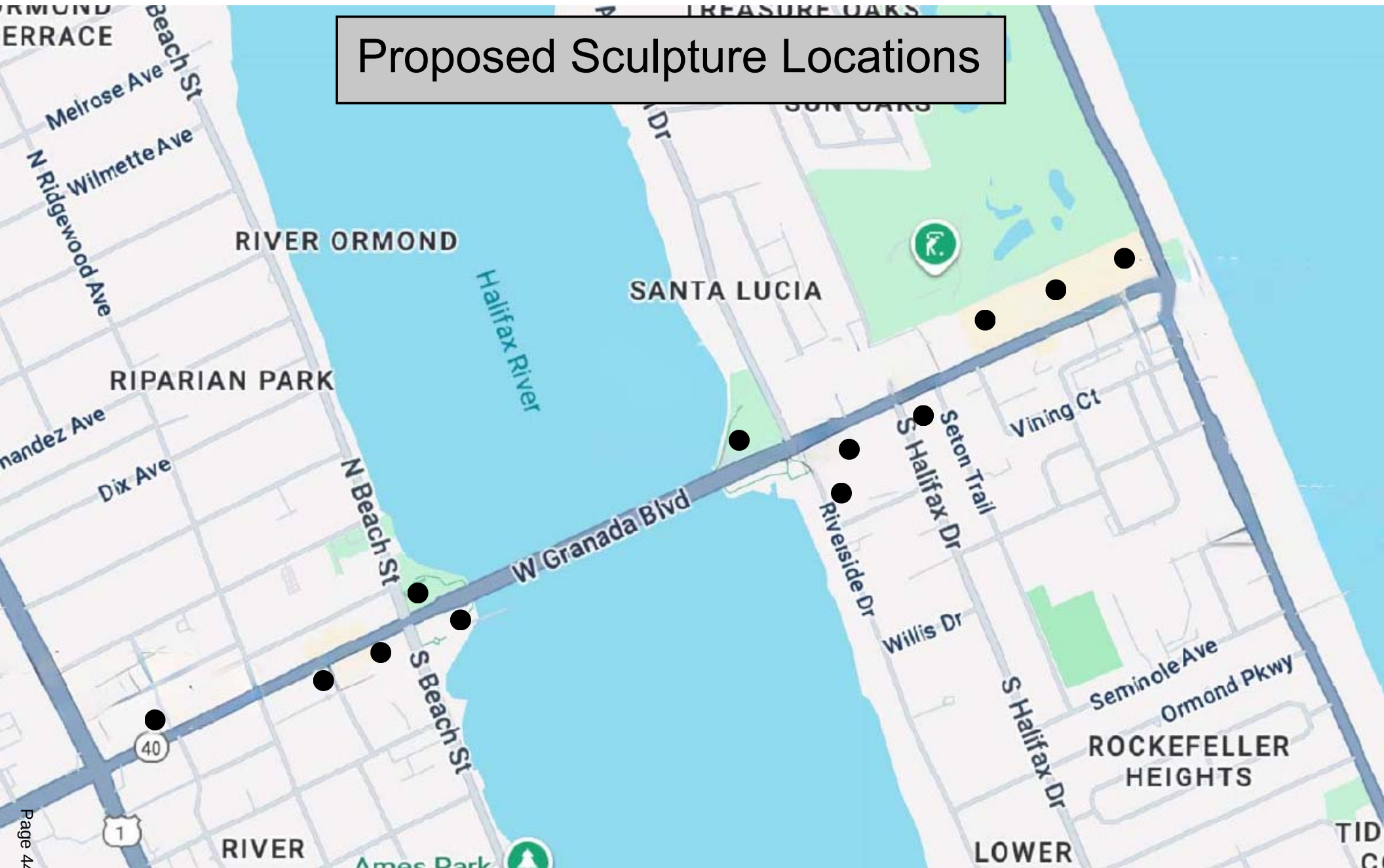
The Johnson Atelier has been a frequent collaborator with Main Street programs throughout the United States. These exhibitions have been so successful for these communities that many of them have hosted works by Seward Johnson in multiple years. Main Street organizations, Arts Districts, and their cities have formed positive partnerships around these projects, seeing both increased foot traffic and visitor numbers. The Ormond Beach Arts District saw a surge of interest around the 2025 exhibit. Some social media posts about the sculptures attracted more than 20,000 views.

ABOUT THE ARTIST:

John Seward Johnson Jr. was born on April 16, 1930, in New Brunswick, N.J. His father was the son of one of the founders of Johnson & Johnson. He passed away in 2020, leaving behind not only his art but

the Johnson Atelier Technical Institute of Sculpture which he founded in 1974 as an incubator for the advancement of art and technology. Famous worldwide for his life-size bronze figurative sculptures, Seward Johnson's works are exhibited internationally and are included in private collections, museums, and public art collections too numerous to mention. Johnson's body of work consists of three distinct series: "Celebrating the Familiar," featuring people doing everyday things; "Icons Revisited," based upon images in the collective unconscious; and "Beyond the Frame," a series inspired by Impressionist paintings. "I want my work to disappear into the landscape and then take a viewer by surprise. After he gets over the shock of being fooled, it becomes an emotional discovery. Then he owns the sculpture. People often revisit their favorites. They become like friends," Johnson said.

Proposed Sculpture Locations



Proposed Sculptures, Locations, and Sizes

Statue Name	Sponsor	Proposed Placement	Height	Width	Depth	Base type
A Little to the Right	City of Ormond Beach	Cassen Park	74"	45"	48"	disc
A Reason to Smile (Mona Lisa)	Ormond MainStreet	MainStreet Park	54"	33"	33"	bench
A Turn of the Century	Seacoast Bank	NW corner of Granada and Washington	68"	48"	40"	disc
Bake Sale	Granada Plaza	near Walgreens	54"	56"	36"	disc
Big Sister	Granada Plaza	east end near Margerita Island	45"	48"	32"	disc
Can We Dance Here Mommy?	City of Ormond Beach	Casements north lawn	72"	83"	32"	disc
Hot Weather (boy with ice cream	Granada Plaza	west end near Granada Jewelers/Dr's office	65"	30"	38"	disc
Keep Life in Balance (Einstein on a bike)	Highlander Corp	corner of Lewis and Granada	68"	70"	36"	disc
No Mommy That One	Ormond Beach Arts District	Fortunato Park across from playground	35"	40'	36"	disc
Out of Sight (boys with kite)	Charles & Chris Lydecker	Rockefeller Gardens near river and stage	57"	45"	45"	disc
Sidewalk Concert	Steve & Carol Farmer	Bailey Riverbridge	72"	30"	27"	disc
Sweet Sixteen	Ormond Memorial Art Museum	Halifax and Granada (museum courtyard)	52"	35"	28"	bench

**SCULPTURE LOAN AGREEMENT
FOR
SEWARD JOHNSON WORK(S)**

This Sculpture Loan Agreement ("Agreement") is made this ^{August} ~~13~~ ¹⁵th day of ~~July~~ ^{August}, 2023 ("Effective Date") by The Seward Johnson Atelier, Inc. ("TSJA" or "Foundation"), a nonprofit corporation organized under the laws of the State of New Jersey, with a place of business at 14 Fairgrounds Road, Ste. A, Hamilton, New Jersey 08619, and Ormond Beach Arts District, Inc., Florida not for profit corporation ("Exhibitor"), with a place of business at 44 W. Granada Blvd. Ormond Beach, FL 32174. TSJA and Exhibitor shall each be referred to herein as a "Party" or, collectively, as the "Parties").

WHEREAS, TSJA is a nonprofit corporation organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose mission is to: promote public appreciation and knowledge of art and public placement and view of sculpture; support and lend art to businesses, individuals, charitable organizations, and government entities for public exhibition; and build and revitalize communities through the public placement of art; and

WHEREAS, TSJA owns certain works of art created by Seward Johnson for the purposes of public exhibition, display, loan, sale and donation in furtherance of its charitable and educational purposes; and

WHEREAS, TSJA desires to loan certain sculptural work(s) of art to Exhibitor for the purposes of public display and education in accordance with the terms of this Agreement; and

WHEREAS, Exhibitor wishes to publicly display certain sculpture(s) received from TSJA for charitable purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS AND AGREEMENT

1. Definitions.

(a) Loaned Sculpture(s). The term "Loaned Sculpture(s)" shall mean sculpture(s) owned by TSJA created by Seward Johnson, loaned to Exhibitor in accordance with the terms of this Agreement and listed in Exhibit A, including, if any, related frames, pedestals, bases, installation structures, background material orating, packaging and/or any other item supplied by TSJA in connection with any Loaned Sculpture(s). Exhibit A as attached is a list of the Loaned Sculptures, and the Parties will agree to a final Exhibit A, which will include the name and number of Loaned Sculptures under this Agreement, by September 1, 2025.

(b) Loan Period. The term "Loan Period" will mean the period from the date on which Exhibitor receives the Loaned Sculpture(s) listed in Exhibit A, until the date that the Exhibitor makes, in a commercially reasonable manner, the Loaned Sculpture(s) available for return to Foundation in accordance with the terms of this Agreement.

(c) Exhibit Site. The term "Exhibit Site" shall mean any or all of the following locations: various locations around Ormond Beach to be determined.

(d) Exhibition Period. The term "Exhibition Period" shall mean Exhibitor's planned exhibition at the Exhibit Site, presently scheduled to commence the week of January 15th, 2025 and conclude the week of July 15th, 2025.

2. Term.

The term of this Agreement shall be from the Effective Date until sixty (60) days after the Loaned Sculpture(s) are returned to TSJA, or the termination of this Agreement in accordance with the terms of Section 17 herein, whichever is less.

3. Purpose of Loan and Delivery.

(a) Exhibition. Exhibitor agrees to use and display the Loaned Sculpture(s) in furtherance of TSJA's charitable purpose and in accordance with the terms of this Agreement.

(b) Public Display. Exhibitor hereby represents that the Loaned Sculpture(s) will be on continuous public display during the Exhibition Period at venues or spaces including, but not limited to the Exhibit Site, that are customarily open and accessible to the public for a minimum period of thirty (30) hours each week.

(c) Admission of public. During the Exhibition Period, Exhibitor will admit the public to the Exhibit Site and any other site where the Loaned Sculpture(s) are displayed in accordance with the terms of this Agreement without discrimination or segregation on the basis of race, religious creed, skin color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, or sexual orientation.

(d) Delivery of Loaned Sculptures. TSJA shall deliver the Loaned Sculptures to Exhibitor on a mutually acceptable date no less than five (5) business days prior to the commencement of the Exhibition Period so that Exhibitor can install the Loaned Sculptures prior to the commencement of the Exhibition Period.

4. Assignment.

(a) Exhibitor. Exhibitor may not, at any time, assign or transfer to any party (i) its rights under this Agreement, (ii) possession of the Loaned Sculpture(s), or (iii) any interest in the Loaned Sculpture(s).

(b) Foundation. TSJA may assign all or any portion of its rights under this Agreement to any third party without prior written notice to Exhibitor.

5. Care and Safekeeping.

(a) Standard of care. Exhibitor will at all times during the Loan Period (24-hour, seven-day basis), handle and care for the Loaned Sculpture(s) to the best of their ability and make all reasonable efforts to protect the Loaned Sculptures from damage. Exhibitor will check the condition of the Loaned Sculpture(s) a minimum of one (1) time per month for the duration of the Loan Period and perform the required maintenance in Exhibit B a minimum of one (1) time per month for the duration of the Loan Period.

(b) Security. Exhibitor will make every effort to protect the Loaned Sculpture(s) from fire, theft, acts of the public, vandalism, and mishandling, and otherwise provide a safe and secure environment in all respects during the Loan Period, including retrieval, custody, and immediate notification of TSJA in the event of an emergency. TSJA is aware that the sculptures will be displayed outside in a public place and expects Exhibitor to provide security to the best of their ability.

(c) Installation. TSJA has the right to supervise and approve the installation of the Loaned Sculpture(s) at the Exhibit Site and the right to specify installation and removal requirements. Unless otherwise agreed upon by the Parties in a signed writing, Exhibitor will provide installation, manpower, and equipment. Once installed, the Loaned Sculpture(s) may not be removed or moved in any manner without TSJA's prior written consent, except in an emergency (for example, fire).

(d) Siting / Withdrawal of Sculptures. Siting of any Loaned Sculpture(s) at the Exhibit Site shall be subject to TSJA's sole approval. The Loaned Sculpture(s) shall not be moved or relocated from its/their original installation sites at the Exhibit Site, including any re-siting of the Loaned Sculpture(s) to any location other than the Exhibit Site and/or withdrawal of the Loaned Sculpture(s) from public display, without TSJA's prior written consent, except in an emergency (for example, fire). All costs associated with moving, relocating, re-siting and/or withdrawal of any Loaned Sculpture(s) will be paid for by the Party that initiated the moving, relocating, re-siting and/or withdrawal. In the event Exhibitor requests the moving, relocating or re-siting of the Loaned Sculpture(s) or withdrawal of the Loaned Sculpture(s) from display during the Exhibition Period, the Exhibitor may be required to pay the expenses of an experienced art handler/installer (selected by TSJA) ("Art Handler") to accompany the Loaned Sculpture(s) during such moving, relocating re-siting or withdrawal. These expenses will be mutually agreed upon by the Parties before the Loaned Sculptures are relocated or withdrawn.

(e) Handling. In every instance, Exhibitor warrants that the Loaned Sculpture(s) will be handled only by trained staff and/or recognized fine art handlers under competent supervision, and under conditions including but not limited to, security measures approved by TSJA. The Loaned Sculpture(s) must not be handled except as expressly permitted in this Agreement

(f) Inspection. Within thirty (30) days after the execution of this Agreement or prior to the Loan Sculpture are shipped pursuant to Section 7 herein, TSJA may inspect the Exhibit Site. If any the Exhibit Site locations are not approved by TSJA for any Loaned Sculpture, Exhibitor will propose an alternative Exhibition Site and/or TSJA may suggest an alternative work to be included as a Loaned Sculpture. If an acceptable Exhibition Site is not available according to TSJA sole discretion and/or an alternative work cannot be provided as one of the Loaned Sculptures, TSJA may terminate this Agreement without any liability to Exhibitor or remove the any of the Loaned Sculptures from this Agreement. At all times during the Loan Period and upon reasonable notice to Exhibitor, TSJA and/or its representatives will have the right to access, inspect, and view the Loaned Sculpture(s). If at any time during the Loan Period TSJA identifies any damage to the Loaned Sculpture(s), TSJA may, in its sole discretion, require immediate remedial measures, remove the damaged Loaned Sculpture(s) and/or terminate this Agreement under Section 17 hereunder without any liability or further obligation to Exhibitor.

(g) No waiver. TSJA's approval, review, or supervision of, or attendance at, Exhibitor's facilities, or of any packing, installation, removal, and/or other handling of the Loaned Sculpture(s), will not in any way make TSJA liable or responsible for any such activity or events, or waive or diminish any of Exhibitor's obligations and responsibilities under this Agreement or at law.

6. Loan Fee.

Exhibitor agrees the minimum number of Loaned Sculptures will be ten (10) sculptures for a loan fee in the amount of U.S. \$30,020 (thirty thousand twenty dollars) (the "Loan Fee"). If Exhibitor elects to include more than ten (10) sculptures as Loaned Sculptures, Exhibitor, the Loan Fee will increase by \$2,850 (two thousand eight hundred fifty dollars) each for an amount of Loaned Sculptures greater than ten (10) (Additional Loan Fee.) The Exhibitor and TSJA will agree on the amount and name of the Loaned Sculpture by September 1, 2025. The Loan Fee shall be payable by Exhibitor according to the following schedule: Loan fee deposit is \$2,500 due upon signing of Agreement ("Deposit"), the remaining balance, of \$27,520 will be due by October 1, 2025. Should Exhibitor not pay the balance of the Loan Fee by September 15, 2025, then TSJA may cancel the Agreement and retain the Deposit. The Additional Loan Fee will be payable by November 1, 2025. Should Exhibitor not pay the Additional Sculpture Fee by November 1, 2025, the amount of Loaned Sculpture will not be greater than ten (10) sculptures. TSJA will provide Exhibitor with General Liability Insurance for the duration of this loan, the cost of which is included in the exhibition fee above. No rights other than those set forth in this Agreement shall pass to Exhibitor upon payment of the Loan Fee to TSJA.

7. Shipping and Installation.

(a) Shipping. TSJA shall be fully responsible for properly and securely packing the Loaned Sculpture(s) for shipment and for paying all costs of packing, loading, and professional and secure roundtrip transportation of the Loaned Sculpture(s). TSJA will have the right to specify a carrier of its own choosing, or to approve a professional carrier and to specify packing and transportation requirements, which Exhibitor agrees to follow. In no event will Exhibitor appoint any provider of transportation or packing services or implement any transportation or packing measures for the Loaned Sculpture(s) without TSJA's prior written consent.

(b) Installation. Exhibitor will be responsible for all costs associated with installation of the Loaned Sculpture(s) at the Exhibitor's Exhibit Site.

8. Storage. All crate and packing materials used in transporting and packing the Loaned Sculpture(s) will be stored and preserved during the Loan Period by Exhibitor.

9. Conservation; Alteration. Exhibitor agrees not to perform any invasive examination or inspection of the Loaned Sculpture(s), and not to conserve, repair, alter, modify, unmat, unframe, remat or reframe, remove or add any base or pedestal to, restore the Loaned Sculpture(s) or any part of the Loaned Sculpture(s), or otherwise disassemble any part of the Loaned Sculpture(s), or substitute or replace any glass or other cover, or consent to or permit any of the foregoing, without the express prior written consent of TSJA. Hanging or mounting devices existing on the Loaned Sculpture(s) may not be removed or repositioned from the Loaned Sculpture(s), nor may any other devices be attached, without TSJA's prior written consent.

10. Damage or Loss.

(a) Report. Exhibitor must immediately report to TSJA by telephone (to be followed up in writing delivered within three (3) business days of discovery), any evidence of damage to or loss or deterioration of, or endangerment to, the Loaned Sculpture(s) during the Loan Period.

(b) Mitigation. Following any damage, loss, deterioration, or endangerment to the Loaned Sculpture(s), without limiting any other provision of this Agreement, Exhibitor must take any reasonable actions TSJA may require to secure and protect the Loaned Sculpture(s) from further damage, loss, deterioration, or endangerment.

11. Insurance; Liability for Loss or Damage.

(a) Insurance Requirements. Unless otherwise agreed upon by the Parties in a signed writing, TSJA agrees to: (1) insure the Loaned Sculpture(s) against "all risks" of physical loss or damage while on the Exhibit Site throughout the Loan Period as set forth in this Section 11; and (2) procure and maintain commercial general liability insurance in the aggregate amount of \$2,000,000 (two million dollars) insuring against any claims for damage or destruction of property, bodily injury, or death arising out delivery, storage, installation, maintenance, transportation, and/or exhibition of the Loaned Sculpture(s) at the Exhibit Site, excluding claims relating to damage of the Loaned Sculptures.

(i) Severability. To the extent that any Exhibitor Policies also provide coverage for TSJA's legal liability to Exhibitor, such insurance must provide for severability of interests, and must not include any exclusion that would preclude suits between insureds and/or between insureds and loss payees.

(ii) No Contest. TSJA's insurer(s) must agree not to contest or litigate this Agreement.

(iv) Other Insurance. If Exhibitor elects to maintain its own insurance coverage, such coverage will in all events be secondary and noncontributory to the coverage provided by TSJA, and will not

release TSJA from, or waive or diminish, any of TSJA's obligations or liabilities under this Agreement. TSJA holds and will maintain insurance coverage for the Loaned Sculptures against "all risks" of physical loss or damage for the duration of this Agreement.

(v) Notice. TSJA must receive at least thirty (30) days prior written notice of cancellation, intent not to renew, or any substantive change in policy terms or rate ("Revision to Insurance Coverage"). After receipt of notice of any Revision to Insurance Coverage, TSJA may, at its sole discretion, terminate this Agreement without liability to Exhibitor.

(a) Endorsements; Certificate of Insurance. Exhibitor agrees to notify its insurers of the terms of this Agreement, and to obtain from its insurers an endorsement including any of the provisions of this Section 11 not already included in the policy terms. In addition, Exhibitor will obtain and provide TSJA with a certificate of insurance (i) naming TSJA as a named insured or additional insured and, in either event, loss payee. Exhibitor agrees to deliver such certificate and endorsement (if applicable), naming TSJA as an additional insured. At TSJA's request, Exhibitor will also deliver a copy of the terms of Exhibitor's policy.

(b) Deductibles. Exhibitor agrees to pay any and all deductibles relating to insurance coverage relating to any claim made under the general commercial general liability insurance required pursuant to Section 11(a).

(c) Exhibitor's liability beyond insurance; duty to indemnify. Exhibitor agrees to assume absolutely and unconditionally all liability, and to fully reimburse and indemnify TSJA for any and all loss, damage and/or destruction relating to any third-party claims for damage or destruction of property, bodily injury, or death arising from the exhibition of the Loaned Sculpture(s) at the Exhibition Site, where such loss, damage and/or destruction (i) is not fully covered under the terms of the Exhibitor Policies for any reason, and/or (ii) the result of or caused directly or indirectly by any negligent, wrongful or intentional act, omission or error of Exhibitor or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors. Notwithstanding any inference to the contrary contained in this paragraph, Exhibitor's liability will not be limited in any way with regard to any intentional harm (be it an act or omission) by Exhibitor, or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors, during the Loan Period. Notwithstanding the above, Exhibitor's liability shall not extend to physical damage to the Loaned Sculptures caused by third parties or environmental factors.

(d) No Waiver. Exhibitor's failure to provide any information, certificates, or policies required by this Agreement, including without limitation, either a certificate of insurance or an

endorsement establishing that all of the insurance requirements set forth herein have been met, and/or TSJA's acceptance of any policy or certificate of insurance not in compliance with the requirements of this Agreement will not in any event be or be deemed to be, or constitute, a waiver by TSJA of any of the requirements of this Agreement or of Exhibitor's covenants, liabilities, or obligations under this Agreement.

12. Copyright; Indemnification; Photography Limitations.

(a) Compliance with law. Exhibitor agrees to observe and comply with all copyright, trademark, and other intellectual property laws and regulations, all moral rights including, without limitation, attribution rights, any rights under 17 U.S.C. §106(a), and all rights of privacy and publicity (individually and collectively "I.P. Rights"), relating to the Loaned Sculpture(s), and not to infringe or violate any I.P. Rights.

(b) Copyright. It is understood that TSJA is the copyright owner of the Loaned Sculpture(s) and shall retain copyright ownership of the Loaned Sculpture(s), including the exclusive right to make reproductions. Exhibitor agrees never to contest the copyright(s) of TSJA and/or its successors, heirs, and/or assigns in the Loaned Sculpture(s).

(c) Reproductions prohibited. Exhibitor may not make or use any reproduction of the Loaned Sculpture(s) including, but not limited to two-dimensional images or photographs depicting the Loaned Sculpture(s), for any commercial purpose without prior written consent of TSJA.

(d) Authorized Images. Exhibitor may publicly display, reproduce, and distribute photographic reproductions of Loaned Sculpture(s) approved by TSJA to promote and market Exhibitor's exhibitions which include the Loaned Sculpture(s) ("Authorized Images"). Copies of all Exhibitor's materials containing Authorized Images shall be provided to TSJA for TSJA's records. All Authorized Images must show the appropriate notice as provided below in Section 12(f). All of Exhibitor's rights to use Authorized Images provided herein shall cease on the earliest of: (1) the close of the Exhibition Period; (2) the date that any Loaned Sculpture(s) is withdrawn or substituted pursuant to Section 19 herein, for Authorized Images featuring such Loaned Sculpture(s); or (3) the date of termination of this Agreement pursuant to Section 17 herein.

(e) Use of photographic reproductions. Other than as provided in Section 12(c), Exhibitor may not use photographic reproductions of the Loaned Sculpture(s) for any purpose, including postcards, note cards, posters, books, CDs, DVDs, and prints, without TSJA's prior written approval.

(f) Copyright Notice.

(i) Credit line for Authorized Images. The following credit line shall appear adjacent to each Authorized Image:

Credit lines for individual sculptures to be provided by TSJA along with high resolution images.

(ii) Copyright notice for individual Authorized Images. Unless otherwise instructed by TSJA, in addition to the credit line required by Section 12(f)(i) above, the following copyright notice shall appear adjacent to individual Authorized Images in which Foundation owns the copyright:

"Photograph – © [year of publication of photograph], The Seward Johnson Atelier, Inc."

In the event TSJA advises Exhibitor that TSJA is not the copyright owner of the Authorized Image, the notice above must be modified to replace "The Seward Johnson Atelier, Inc." with the name of the photographer or party who owns the copyright in the Authorized Image.

(iii) Copyright notice for materials containing Authorized Images. If Exhibitor elects to produce materials containing Authorized Images, the following copyright notice shall appear in each copy thereof:

"© [year of publication], [Exhibitor], All rights reserved"

Unless otherwise instructed by TSJA the following additional copyright notice must appear directly below Exhibitor's copyright notice:

"The photographs contained herein are © [include the most recent publication date for any Authorized Image used] or earlier, The Seward Johnson Atelier, Inc., except where otherwise noted, and are used with permission of The Seward Johnson Atelier, Inc. All rights reserved."

(iv) Notices not mutually exclusive. The credit lines and copyright notices above are not mutually exclusive and, depending on Exhibitor's respective use, circumstances may require use of one or more of the credit line and/or notices.

13. Copies of Exhibitor Materials.

Use of Foundation photographs in catalogues and other promotional media is subject to TSJA's prior consent. Exhibitor will provide TSJA with twenty (20) complimentary copies of any catalogue (including hardback, CD, DVD and any other media) and other written material that it may publish or distribute or authorize relating to the Loaned Sculpture(s) and/or the Exhibitor's Exhibit Site.

14. Return/Removal of Loaned Sculptures.

(a) Unless otherwise agreed upon by the Parties in a signed writing pursuant to Section 7(a) of this Agreement, Exhibitor agrees to make the Loaned Sculpture(s) available for return to

Foundation no later than one (1) week after the end of the Exhibition Period or within five (5) days of receipt of a notice of termination from TSJA ("Termination Notice") if this Agreement is terminated under Section 17 herein. TSJA will be responsible for deinstalling the sculptures on a mutually decided date. Exhibitor will not have any right to retain the Loaned Sculpture(s) after the end of the Exhibition Period under any circumstances.

(b) In the event that the Loaned Sculpture(s) are not made, in a commercially reasonable manner, available for return to TSJA in accordance with this Agreement, TSJA and/or its representative(s), at Exhibitor's cost and expense, will have the right to terminate this Agreement and immediately retrieve the Loaned Sculptures (without waiver of any claims), including without limitation, and to the extent allowed by law, enter Exhibitor's premises without prior notice and immediately retrieve the Loaned Sculpture(s) without responsibility for any unintentional loss or damage due to such removal and without liability to Exhibitor.

(c) Exhibitor will only release the Loaned Sculpture(s) to, and take instructions concerning the Loaned Sculpture(s) from, TSJA or its duly authorized agent. In the case of an agent acting on TSJA's behalf, Exhibitor must not act without reliable written proof of the agent's authorization from TSJA.

15. Responsibility.

(a) No liability or warranty. TSJA will bear no expense relating to the lending of the Loaned Sculpture(s) to Exhibitor. TSJA does not make (and hereby expressly disclaims) any and all warranties or representations (express or implied), including to Exhibitor or otherwise, in respect of the Loaned Sculpture(s), or any right in the Loaned Sculpture(s), including, but not limited to, title, quiet enjoyment, or authenticity.

(b) Indemnification. The Parties shall indemnify, save harmless and defend each other, including Exhibitor's elected and appointed officials, each Parties employees, agents, volunteers and others working on behalf of either Party, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Agreement or by the performance of any work under this Agreement, including all suits or actions of every kind or description brought against a Party, either individually or jointly, for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Agreement, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the other Party, its employees, subcontractors or agents or others under this Agreement.

16. Ownership. Exhibitor will at all times recognize only TSJA as the legal owner of the Loaned Sculpture(s), and will not recognize nor entertain any competing claims by any third party in respect of the Loaned Sculpture(s). Exhibitor agrees never to contest TSJA's and/or its successors', heirs', and/or assigns' title in the Loaned Sculpture(s). If Exhibitor becomes aware of any claim or circumstances that may give rise to a claim in respect of the Loaned Sculpture(s),

it will immediately inform TSJA and take such reasonable steps as TSJA may require (including the immediate removal of the Loaned Sculptures from the Exhibitor's Exhibit Site), at the Exhibitor's sole cost and expense. Exhibitor hereby waives any and all interest and claim in the Loaned Sculpture(s), and agrees not to in any way encumber, claim or assert or cause or allow any other party to claim, any interest of any kind in the Loaned Sculptures.

17. Termination.

(a) Breach. TSJA may, at any time, terminate this Agreement, without any liability to or further obligation to the Exhibitor, in the event of a breach by Exhibitor of any conditions or term of this Agreement, including, but not limited to damage to the Loaned Sculpture(s). If the Agreement is terminated by TSJA, TSJA shall notify the Exhibitor of such termination and provide a Termination Notice to Exhibitor. Exhibitor shall make, in a commercially reasonable manner, the Loaned Sculpture(s) available for return shipping pursuant to the terms of Section 14 herein within five (5) days of receipt of the Termination Notice.

(b) Termination upon transfer of assets. Should ownership of an individual Loaned Sculpture be legally transferred from TSJA to Exhibitor, this Agreement shall terminate with respect to such Loaned Sculpture upon the effective date of such transfer.

(c) Termination upon withdrawal. If TSJA, in its sole discretion, withdraws all Loaned Sculpture(s) pursuant to Section 19(a) herein and does not provide Exhibitor with Substitute Sculpture(s) as defined in Section 19(b) herein, this Agreement shall terminate upon the date of withdrawal of the last Loaned Sculpture(s).

18. Applicable Law; Exclusive Jurisdiction; Venue and Removal.

(a) Applicable law. This Agreement and all disputes relating to or arising out of this Agreement (including insurance disputes, unless prohibited by the insurance laws and regulations applicable to the policy(ies)) will be governed by and construed in accordance with the laws of the State of New Jersey.

(b) Exclusive jurisdiction; venue and removal. All disputes and matters arising under, in connection with, or incidental to this Agreement and/or the Loaned Sculpture(s), including, but not limited to, any dispute involving insurance coverage or proceeds, will be litigated, if at all, in and before a federal court with diversity jurisdiction in the State of New Jersey or the Superior Court of New Jersey located in Mercer County, New Jersey, USA, to the exclusion of other courts of other states and to the exclusion of other venues. Exhibitor and TSJA EXPRESSLY CONSENT TO THE JURISDICTION OF EITHER COURT and agree that this venue is convenient and not to seek a change of venue or to seek to dismiss the action on the ground of forum non conveniens, not to assert any defense based on lack of jurisdiction of this court, and not to bring any action arising under, in connection with, or incidental to this Agreement in any other court.

19. Withdrawal and Substitution.

(a) Withdrawal. While it is the intention of TSJA to permit the Loaned Sculpture(s) listed in Exhibit A to remain available to Exhibitor for the full duration of the Loan Period, TSJA also expressly reserves the right in its sole discretion (with prior written notice when feasible in TSJA's judgment) to withdraw any Loaned Sculpture listed in Exhibit A upon sixty (60) days notice to Exhibitor, without liability to the Exhibitor.

(b) Substitution. If TSJA, in its sole discretion, withdraws a Loaned Sculpture(s), TSJA may, in its sole discretion, substitute any other Loaned Sculpture owned by TSJA in its place ("Substitute Sculpture"), which Substitute Sculpture shall then be deemed a Loaned Sculpture, without any liability to TSJA. The Parties shall amend Exhibit A from time to time, as needed, to reflect substitution of any Loaned Sculpture(s).

(c) Costs. Consistent with Section 21(a) of this Agreement, all costs associated with withdrawing and substituting any Loaned Sculpture(s) will be paid for by TSJA when such withdrawal or substitution is initiated by TSJA pursuant to Section 19(a) and/or 19(b).

20. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute the same instrument. Nothing in this Agreement will be deemed to create a joint venture, partnership, lease, or principal-agent, employer-employee, or any similar relationship or arrangement, between Exhibitor and TSJA. Nothing in this Agreement will be construed to give any party (other than Exhibitor and TSJA, and their successors and assigns as provided herein) any legal or equitable right, benefit, remedy, or claim in respect of this Agreement and Exhibitor's and/or TSJA's covenants and obligations hereunder. Any waivers under this Agreement must be in writing to be effective. The party signing this Agreement on behalf of Exhibitor hereby represents and warrants that s/he is duly authorized to sign this Agreement on behalf of and bind Exhibitor as provided in this Agreement. The terms and conditions of Sections 11, including, but not limited to full satisfaction of all obligations to reimburse TSJA thereunder, 12, 14, 15, 16, 18, 19, 20, 21 and 22 of this Agreement will survive the expiration of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision or portion thereof as to that application will be severed from the rest of this Agreement and such event will not impact the effectiveness or validity of the remainder of such provision or any other provision or term hereof. If at any time TSJA's consent or approval is required as set forth in this Agreement, such approval or consent may be given or denied by TSJA in its sole discretion. The captions and descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

21. Compliance with Laws and Regulations. Exhibitor shall adhere to all federal and state laws and regulations applicable to its obligations and responsibilities under this Agreement.

22. Notice. All notices, requests, demands, consents, approvals, and other communications (including any change to this provision) required to be given in writing under this Agreement are

considered given upon receipt if delivered personally or sent by recognized courier, certified mail (return receipt requested and postage-prepaid), or fax (if delivery is confirmed by the sender), as follows:

For Exhibitor:

Julia Truilo
President, Board of Directors
Ormond Beach Arts District
44 W. Granada Blvd.
Ormond Beach, FL 32174

For TSJA:

Chief Legacy Officer
The Seward Johnson Atelier
14 Fairgrounds Rd. Ste A
Hamilton, NJ 08619

~~With a Copy to:~~
~~Cobb Cole, P.A.~~
~~Attn: William A. Rice, Esq.~~
~~One Daytona Blvd.~~
~~Suite 600~~
~~Daytona Beach, FL 32114~~

[Handwritten initials: LR]

23. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder including payments for any damage to the Loaned Sculptures that are covered by insurance, except that the provisions of this Section 23 shall apply any delay in such payments), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquakes, hurricanes, declared epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) other similar events beyond the reasonable control of the Impacted Party.

24. Entire Agreement. This Agreement (including all Exhibit(s) hereto) constitutes the entire agreement between TSJA and Exhibitor with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations that may have been made or relied upon that are not expressly set forth in this Agreement are of no force or effect. This Agreement may be modified only in writing, which writing must be signed by both parties.

TSJA and Exhibitor execute this Agreement by their duly authorized agents as of the Effective Date.

THE SEWARD JOHNSON ATELIER, INC. ORMOND BEACH ARTS DISTRICT, INC

By: 
Name: Lynn DeClemente Losavio
Title: Chief Legacy Officer

By: 
Name: Bob Arz
Title: ARTIST PRESIDENT

Exhibits

Exhibit A: Sculpture(s) on Loan from TSJA

Exhibit B: Maintenance Instructions

EXHIBIT A**Roster Choices as of July 16, 2025**

	Loaned Sculpture	Applicable Fee \$ Sculpture Fee, Additional Sculpture fee,
★	1. A Little to the Right	Eight Sculpture Fee- [REDACTED]
★	2. A Reason to Smile	Eight Sculpture Fee- [REDACTED]
★	3. Bake Sale	Eight Sculpture Fee- [REDACTED]
★	4. Big Sister	Eight Sculpture Fee- [REDACTED]
★	5. Can We Dance Here, Mommy?	Eight Sculpture Fee- [REDACTED]
★	6. Hot Weather	Eight Sculpture Fee- [REDACTED]
★	7. Keep Life in Balance	Eight Sculpture Fee- [REDACTED]
★	8. Out of Sight	Eight Sculpture Fee- [REDACTED]
★	9. Sidewalk Concert	Additional Sculpture Fee [REDACTED]
★	10. Sweet Sixteen	Additional Sculpture Fee [REDACTED]
	11. A Turn of the Century	Additional Sculpture Fee [REDACTED]
	12. Building Better Neighbors	Additional Sculpture Fee [REDACTED]
	13. Cat Nap	Additional Sculpture Fee [REDACTED]

14	The Gardener	Additional Sculpture Fee [REDACTED]
16	My World	Additional Sculpture Fee [REDACTED]
17	No, Mommy That One	Additional Sculpture Fee [REDACTED]
18	Shaping Up	Additional Sculpture Fee [REDACTED]

EXHIBIT B

Maintenance Instructions

Seward Johnson's Painted Bronze Sculpture Required Maintenance Procedure

Loaned Sculptures must be washed with good water and very mild non-ionic or neutral detergent once a month.

While cleaning, please inspect closely, to make sure there are no inconsistencies developing in the paint due to atmospheric influences. Small areas of bare metal on a larger whole will tend to corrode faster than normal and it is important to insulate those areas when they appear. Re-painting, with the help of the artist's studio, should be done when the condition of the paint layer is compromised beyond the scope of a small touch up.

CLEANING PROCEDURE: Simple cleaning with mild non-ionic or neutral detergent (see below list) using a soft non-metallic scrub brush, sponge or cloth. Never use a rough-bristled or wire-bristled brush. Rinse well with water and dry thoroughly by hand.

It is recommended not to wax the painted sculptures. First, because of the durability of the paint that is a two part component urethane Clear. This Clear, with or without waxing, will last just as long. Secondly the wax will get into the texture and porosity of the piece. This makes it difficult to remove and inhibits future restoration. Lastly, the wax, on a hot day gets soft, which traps dust. This makes the colors look extremely dirty, especially the whites.

NON-IONIC AND NEUTRAL DETERGENT: (used in a 1:10 ratio of soap to water)

**Orvus Liquid Soap
Conservation Materials, Ltd
1165 Marietta Way
Sparks, NV 89431**

**Non-Ionic Detergent*
Industrial Soap Company
2930 Marker Street
St. Louis, MO 63103**

*** Ivory Liquid, Joy, and other neutral detergent soap**

**Feel free to contact us for additional information or details at:
The Seward Johnson Atelier (tel) 609 890 7777 info@sewardjohnsonatelier.org**

Title	Ormond Beach x Seward Johnson
File name	4256_001.pdf
Document ID	008aa4f648e1213f17a676af3c2a4be68a0d277c
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Status	● Signed

Document History



08 / 19 / 2025
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Sent for signature to Lynn DeClemente Losavio
(ldclemente@sewardjohnsonatelier.org) from
evitello@sewardjohnsonatelier.org
IP: 76.32.135.119



08 / 19 / 2025
16:27:00 UTC

Viewed by Lynn DeClemente Losavio
(ldclemente@sewardjohnsonatelier.org)
IP: 96.248.105.8



08 / 19 / 2025
16:27:27 UTC

Signed by Lynn DeClemente Losavio
(ldclemente@sewardjohnsonatelier.org)
IP: 96.248.105.8



08 / 19 / 2025
16:27:27 UTC

The document has been completed.



Insurance Policy

FINE ART

**THE SEWARD JOHNSON ATELIER INC.; JOHNSON ATELIER & SCHOOL OF SCULPTURE;
JOHNSON ATELIER; JOHNSON ATELIER TECHNICAL INSTITUTE OF SCULPTURE;
SEWARD JOHNSON ATELIER; THE SCULPTURE FOUNDATION, INC.;
THE ATLANTIC FOUNDATION; JOHNSON ART & EDUCATION FOUNDATION
14 Fairgrounds Road
Hamilton, New Jersey 08619**

**Policy Number: UMA0030540SP25A
Policy Period: January 1, 2025 to January 1, 2026**

As presented by:

ARTHUR J. GALLAGHER & CO.

XL SPECIALTY INSURANCE COMPANY

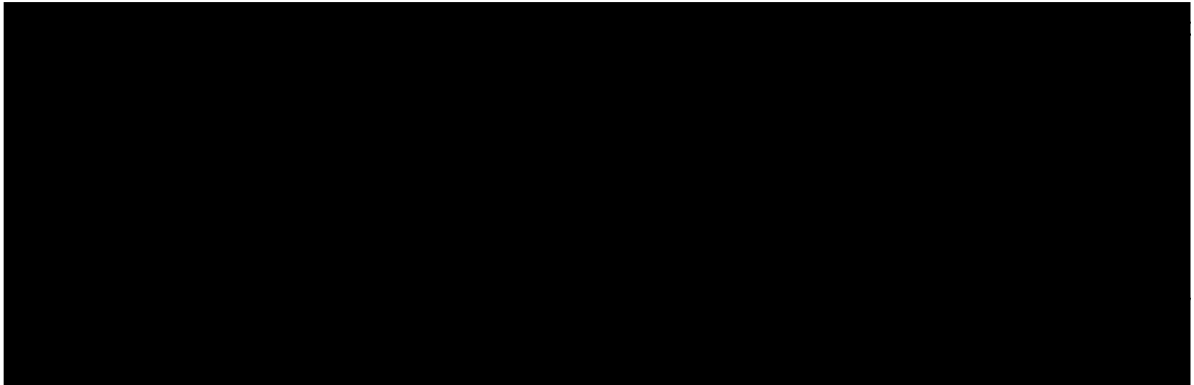
Department Regulatory
505 Eagleview Boulevard, Suite 100
Exton, PA 19341-0636 USA
Phone: 800 688 1840

FINE ART MUSEUM FORM

THE SEWARD JOHNSON ATELIER INC.;
JOHNSON ATELIER & SCHOOL OF SCULPTURE;
JOHNSON ATELIER;
JOHNSON ATELIER TECHNICAL INSTITUTE OF SCULPTURE;
SEWARD JOHNSON ATELIER;
THE SCULPTURE FOUNDATION, INC.;
THE ATLANTIC FOUNDATION;
JOHNSON ART & EDUCATION FOUNDATION
14 Fairgrounds Road
Hamilton, New Jersey 08619

XL Specialty Insurance Company
Policy #UMA0030540SP25A
Term: January 1, 2025 to January 1, 2026

1. PROPERTY INSURED



2. TERRITORIAL LIMITS

The property insured is covered while on the premises of the Museum and/or while in transit and/or on exhibition and/or otherwise anywhere in the **World**; subject to the limits defined in Clause No. 3 as listed below.

It is understood and agreed that property on loan is covered on a **"wall to wall"** basis from the time it is removed from the premises where located including any subsequent transits, while on exhibition, storage or otherwise, and until returned to the premises designated by the owner or owners.

3. **LIMITS OF LIABILITY**

The liability of The Company in any one loss, disaster or casualty is limited to:

<u>\$</u> <u>20,000,000</u>	Blanket over the following locations <u>60 Sculptors Way, Hamilton, NJ 08619,</u> <u>80 Sculptors Way, aka 19 Fairgrounds Hamilton, NJ 08619,</u> <u>18 Fairgrounds Road, Hamilton, NJ 08619,</u> <u>17 Fairgrounds Road, Hamilton, NJ 08619,</u> <u>14-16 Fairgrounds Road, Hamilton, NJ 08619 and</u> <u>30 Sculptors Way, Hamilton, NJ 08619.</u>
<u>\$</u> <u>2,000,000</u>	at any un-named location.
<u>\$</u> <u>2,000,000</u>	while in transit, including personally conveyed.

4. **PERILS INSURED**

This policy insures against "all risks" of direct physical loss or damage to insured property, except as hereinafter excluded.

Ormond Memorial Art Museum & Gardens

78 East Granada Blvd.
Ormond Beach, FL 32176

386.876.3347 tel
386.876.3344 fax
OrmondArtMuseum.org

Lauren Iye
President

Atleen Miller
Vice President

Jessica Scott
Treasurer

Mallissa Franklin
Secretary

Andrey Butler
Imm Past President

Oscar Carbonell
Skip Dalley
Shelban Daly
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Tunney Navarra
Alicia Scott
Dr. Philip Shapiro
Nancy Soth
Stacy Cunningham Welch
Chris Wickersham
Shen Davis Williams

Stephanie Mason-Teague
Executive Director

OMAM funded in part by
The City of Ormond Beach
The County of Volusia
The State of Florida

DATE: August 25, 2025
TO: Planning Department, City of Ormond Beach
FROM: Stephanie Mason-Teague
OMAM Board of Directors
Ormond Memorial Art Museum & Gardens
RE: Seward Johnson Sculpture Tour
January 2026 – June 2026

The Ormond Memorial Art Museum is proud to support the Seward Johnson Sculpture Tour. The Board of Directors unanimously voted to support this second round of the tour beginning in January 2026 with a pledge of \$10,000 to secure the sculpture "Sweet Sixteen" which has a girl reading on a bench.

The OMAM sponsored sculpture will be placed in the Pavilion located on the corner of Halifax and Granada. An additional sculpture may also be placed in the gardens.

Please direct any questions to OMAM Executive Director Stephanie Mason-Teague, smt@ormondartmuseum.org, 386-871-7873.

Thank you,



ACCESSIBLE

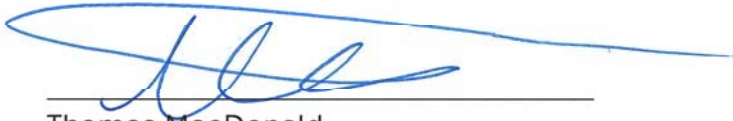
Stroll. Discover. Create. Remember.

August 26, 2025

Ormond Beach Arts District Inc
P.O. Box 2917
Ormond Beach, FL 32175

Dear Julia Truilo

Seacoast Bank at 175 West Granda Boulevard, Ormond Beach, FL 32174 is very excited about displaying a Seward Johnson Sculpture on our property. We fully support this initiative and look forward to proudly displaying the sculpture.



Thomas MacDonald
Vice president
Seacoast Bank
175 West Granda Blvd
Ormond Beach, FL 32174
386.341.8314



Additional Contact (if applicable): _____

50% (██████) on or before August 1, 2025

I understand that my choice of sculpture will not be secured until an initial minimum payment of [REDACTED] is made. (Please initial here *LD*)

☐ I/We would like to sponsor a sculpture to be displayed on public property.

☐ This donation is made in honor of/in memory of (please circle one)



Please make all checks payable to Ormond Beach Arts District
PO Box 2917, Ormond Beach, FL 32175

Page 471 of 485



HISTORIC ORMOND BEACH SCULPTURE TOUR 2026

Sponsorship Renewal Pledge Form

Name: Linda S. Neubauer Phone: _____
Business/Organization Name: Guanada Plaza LLC
Address: 444 Seabreeze Blvd #1000 City: Danona Beach St: FL Zip: 32118
Email Address: _____
Additional Contact (if applicable): _____

I/We intend to contribute [REDACTED] to the 2026 Historic Ormond Beach Sculpture Tour to be paid as follows:

- ☒ As one payment on or before April 15, 2025, or of [REDACTED]
☐ My donation will be paid on the following schedule:
50% [REDACTED] on or before April 15, 2025
50% [REDACTED] on or before August 1, 2025

My Preferred Sculpture Choices: - All 3

1: Bake Sale 2: Big Sister 3: My Dog has Fleas

I understand that my choice of sculpture will not be secured until an initial minimum payment of \$[REDACTED] is made. (Please initial here LN)

Location

- ☒ I/We own property in Historic Ormond Beach between US1 and A1A and would like the sculpture displayed on that property.
☐ I/We would like to sponsor a sculpture to be displayed on public property.

Gift Recognition

- ☒ Please publicly acknowledge this donation according to your regular recognition plan. Recognize the gift as from the Neubauer & Lichtigman families
I understand that this recognition will include signage at the sculpture site as well as listings in print and online.
☐ Please do not recognize this donation publicly. I/We wish to remain anonymous)
☐ This donation is made in honor of/in memory of (please circle one)

Signature: Linda Neubauer Date: 03/31/2025

Please make all checks payable to Ormond Beach Arts District
PO Box 2917, Ormond Beach, FL 32175

The Ormond Beach Arts District is a registered non-profit and donations are tax deductible within the limits of the law. Please consult your tax professional.
A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE (1-800-HELP-FLA (435-7352)). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OF RECOMMENDATION BY THE STATE



HISTORIC ORMOND BEACH SCULPTURE TOUR 2026 Sponsorship Pledge Form

Name: Stephanie Mason-Teague Phone: _____

Business/Organization Name: Ormond Memorial Art Museum

Address: 78 E. Granada Blvd. City: Ormond Beach St: FL Zip: 32176

Email Address: smt@ormondartmuseum.org

Additional Contact (if applicable): _____

I/We intend to contribute [REDACTED] to the 2026 Historic Ormond Beach Sculpture Tour to be paid as follows:

- ☐ As one payment on or before June 1, 2025, or
- ☒ My donation will be paid on the following schedule:
- 50% [REDACTED] on or before June 15, 2025 [REDACTED]
- 50% [REDACTED] on or before August 1, 2025 [REDACTED]

My Preferred Sculpture Choices:

1: Stormy Weather 2: _____ 3: _____

I understand that my choice of sculpture will not be secured until an initial minimum payment of \$ [REDACTED] is made. (Please initial here SMT)

Location

- ☒ I/We own property in Historic Ormond Beach between US1 and A1A and would like the sculpture displayed on that property.
- ☐ I/We would like to sponsor a sculpture to be displayed on public property.

Gift Recognition

- ☐ Please publicly acknowledge this donation according to your regular recognition plan. Recognize the gift as from: Ormond Memorial Art Museum
I understand that this recognition will include signage at the sculpture site as well as listings in print and online.
- ☐ Please do not recognize this donation publicly. I/We wish to remain anonymous)
- ☐ This donation is made in honor of/in memory of (please circle one)

Prefer to pay by credit card?
Please use this QR code.

Signature: Stephanie Mason-Teague Date: 5/21/2025



Please make all checks payable to Ormond Beach Arts District
PO Box 2917, Ormond Beach, FL 32175

The Ormond Beach Arts District is a registered non-profit and donations are tax deductible within the limits of the law. Please consult your tax professional. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE (1-800-HELP-FLA (435-7352)). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OF RECOMMENDATION BY THE STATE



HISTORIC ORMOND BEACH SCULPTURE TOUR 2026 Sponsorship Pledge Form

Name: Thomas MacDonald Phone: _____

Business/Organization Name: Seacoast Bank

Address: 175 West Granada Blvd City: Ormond Beach St: FL Zip: 32174

Email Address: _____

Additional Contact (if applicable): _____

I/We intend to contribute [REDACTED] to the 2026 Historic Ormond Beach Sculpture Tour to be paid as follows:

- ☐ As one payment on or before June 15, 2025, or
- ☒ My donation will be paid on the following schedule:
- 50% [REDACTED] on or before June 15, 2025
- 50% [REDACTED] on or before August 1, 2025

My Preferred Sculpture Choices:

1: A turn of the Century 2: _____ 3: _____

I understand that my choice of sculpture will not be secured until an initial minimum payment of [REDACTED] is made. (Please initial here _____)

Location

- ☒ I/We own property in Historic Ormond Beach between US1 and A1A and would like the sculpture displayed on that property.
- ☐ I/We would like to sponsor a sculpture to be displayed on public property.

Gift Recognition

- ☐ Please publicly acknowledge this donation according to your regular recognition plan. Recognize the gift as from _____
I understand that this recognition will include signage at the sculpture site as well as listings in print and online.
- ☐ Please do not recognize this donation publicly. I/We wish to remain anonymous)
- ☐ This donation is made in honor of/in memory of (please circle one)

Signature: [Signature] Date: 09/03/2025

Prefer to pay by credit card?
Please use this QR code.



Please make all checks payable to Ormond Beach Arts District
PO Box 2917, Ormond Beach, FL 32175

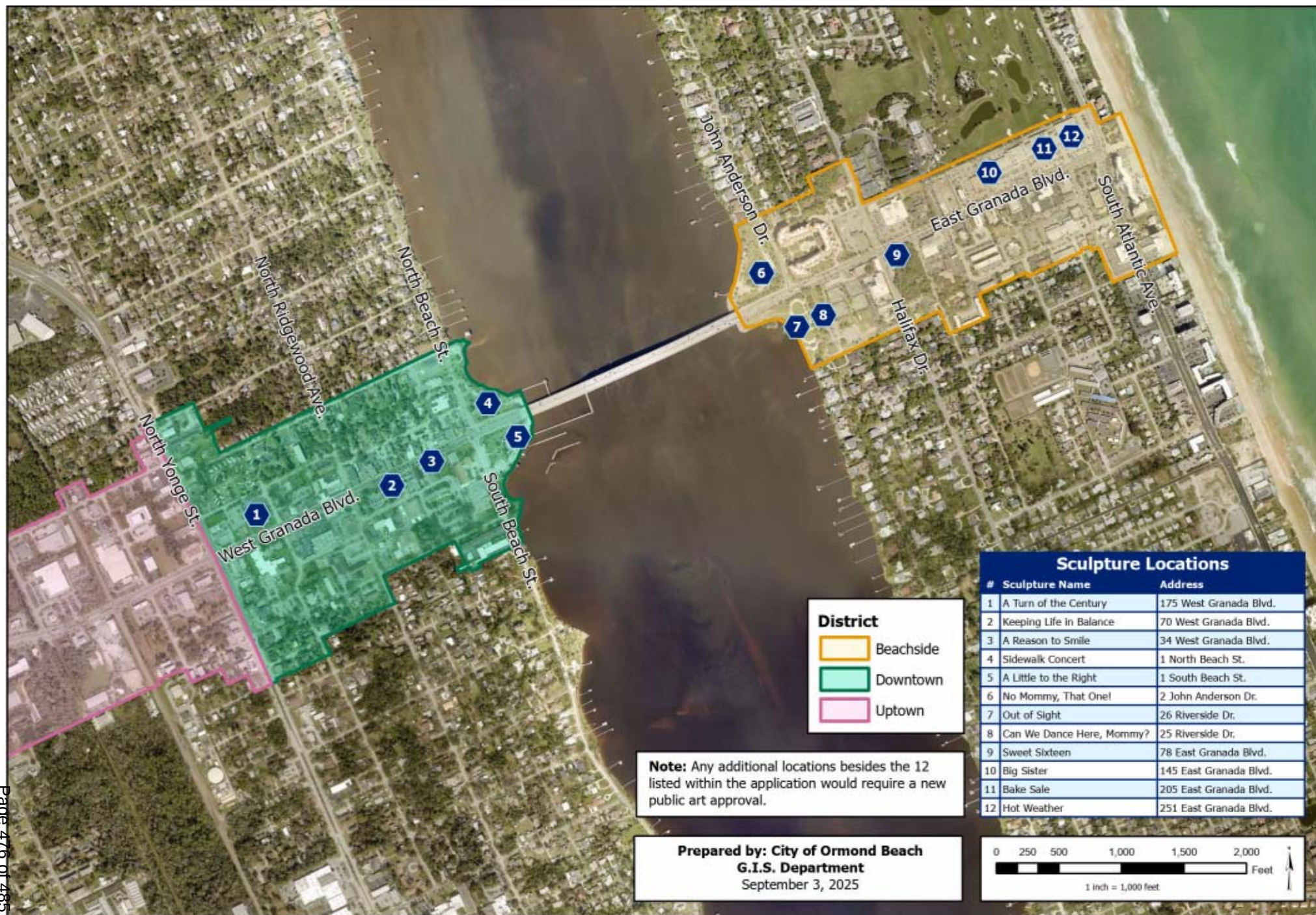
The Ormond Beach Arts District is a registered non-profit and donations are tax deductible within the limits of the law. Please consult your tax professional. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE (1-800-HELP-FLA (435-7352)). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OF RECOMMENDATION BY THE STATE

ATTACHMENT 2

Proposed location map and
sculptures



Seward Johnson 2026 Sculpture Tour



Seward Johnson 2026 Sculpture Tour

A TURN OF THE CENTURY



Location: Seacoast Bank, 175
West Granada Boulevard



Seward Johnson, bronze 68" x 48" x 40"

KEEPING LIFE IN BALANCE



Location: Vacant lot, 70
West Granada Boulevard



Seward Johnson, bronze 68" x 70" x 36"

Seward Johnson 2026 Sculpture Tour

A REASON TO SMILE



Location: Main Street Park,
34 West Granada Boulevard



Seward Johnson, bronze 54" x 33" x 33"

SIDEWALK CONCERT



Location: Bailey Riverbridge Gardens,
1 North Beach Street



Seward Johnson, bronze 72" x 30" x 27"

Seward Johnson 2026 Sculpture Tour

A LITTLE TO THE RIGHT



Location: Cassen Park,
1 South Beach Street

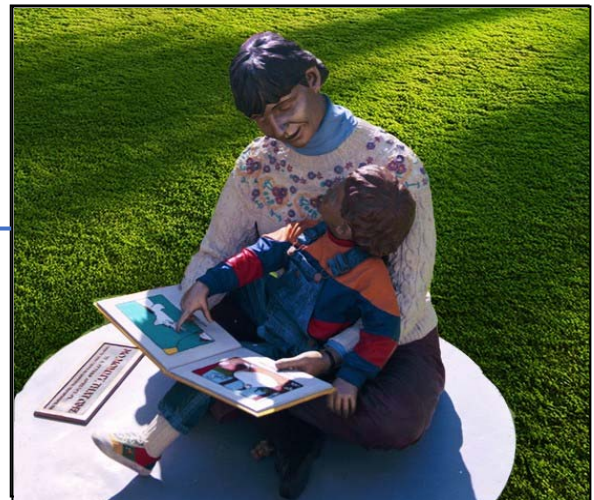


Seward Johnson, bronze 74" x 45" x 48"

NO MOMMY, THAT ONE!



Location: Fortunato Park,
2 John Anderson Drive



Seward Johnson, bronze 35" x 40" x 36"

Seward Johnson 2026 Sculpture Tour

OUT OF SIGHT



Location: Rockefeller Gardens,
26 Riverside Drive northwest of



Seward Johnson, bronze 57" x 45" x 45"

CAN WE DANCE HERE, MOMMY?



Location: The Casements,
25 Riverside Drive



Seward Johnson, bronze, 72" x 83" x 32"

Seward Johnson 2026 Sculpture Tour

SWEET SIXTEEN

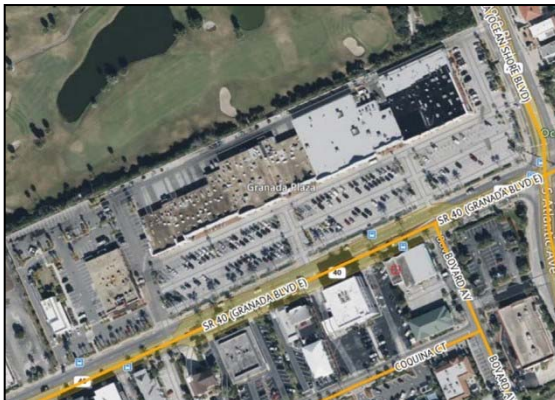


Location: Ormond Memorial Arts Museum & Gardens,
78 East Granada Boulevard



Seward Johnson, bronze, 52" x 35" x 48"

HOT WEATHER



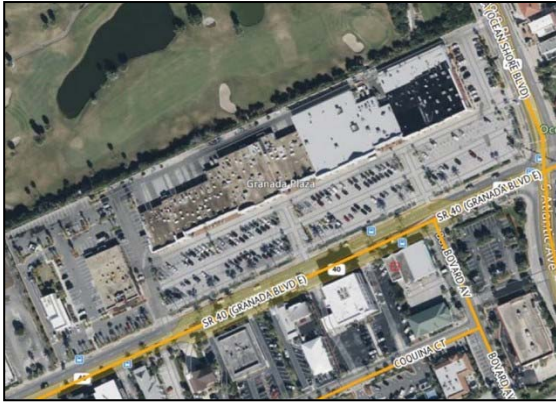
Location: Granada Plaza,
145 East Granada Boulevard



Seward Johnson, bronze, 65" x 30" x 38"

Seward Johnson 2026 Sculpture Tour

BAKE SALE

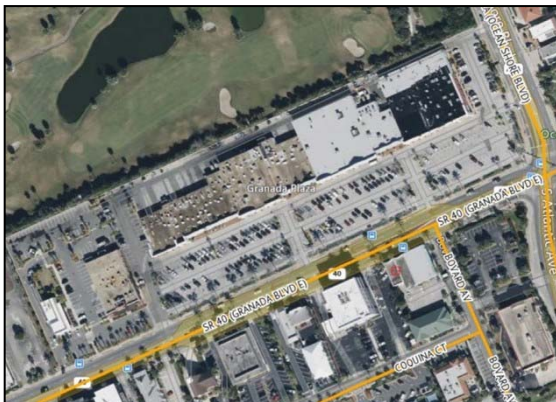


Location: Granada Plaza,
205 East Granada Boulevard



Seward Johnson, bronze, 54" x 56" x 36"

BIG SISTER



Location: Granada Plaza,
251 East Granada Boulevard



Seward Johnson, bronze, 45" x 38" x 32"

M I N U T E S
ORMOND BEACH ARTS DISTRICT BOARD

Regular Meeting

September 17, 2025

5:30 PM

Ormond Beach City Hall
Training Conference Room
22 South Beach Street
Ormond Beach, Florida

I. CALL TO ORDER

President Truilo called the meeting to order at 5:30 p.m.

II. ROLL CALL

Members Present

Suzanne McCarthy
Meg Evans
Thays Franca
Stephanie Gonter (Excused)
Barbara Saunders
Libby Vescovi
Marc Schwartz, (Excused)
Judith Stein, Vice President
Rebecca Parker, Staff
Stephanie Mason-Teague, Ex-Officio
Julia Truilo, President

Staff Present

Steven Spraker, Ex-Officio and Planning Director
Sarah Motes, Senior Planner
Marcella Miller, Secretary

III. ADMINISTRATIVE ITEMS

A. RULES OF PROCEDURE FOR PUBLIC ART

Ms. Truilo entertained a motion to accept the Rules of Procedure.

Ms. Vescovi made a motion to recommend approval for the 2025 Rules of Procedure for Public Art. Ms. Evans seconded the motion. Vote was called and the motion was unanimously approved (7-0).

IV. APPROVAL OF THE MINUTES

A. October 16, 2024

Ms. Stein made a motion to recommend approval for the amended October 16, 2024 Minutes. Ms. Vescovi seconded the motion. Vote was called and the motion was unanimously approved (7-0).

V. NEW BUSINESS

A. PZ-2025-000196, Seward Johnson 2026 Sculpture Tour

Ms. Truilo opened the public hearing.

Ms. Sarah Motes, Senior Planner, explained the request from the Ormond Beach Arts District, Inc. for the public art application for the Seward Johnson 2026 Sculpture Tour within the Downtown Overlay District. The tour is tentatively scheduled from January 15, 2026, to June 15, 2026, under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District.

Displaying the map overhead, Ms. Motes continued that there are twelve proposed sites for the temporary sculptures. The locations cannot be amended without another hearing, and it was said that the sculptures can be moved between the approved sites if there is a need and subject to approval by the Planning Director. Ms. Motes displayed the twelve sculptures proposed as part of the temporary tour for the Board.

Ms. Motes expounded on the conditions as part of the staff approval for the item:

1. Private property owners must provide authorization letters to place sculptures on their private property.
2. Any new location other than that listed would require a new public art hearing.
3. The movement of the twelve sculptures to an approved location shall be considered a minor deviation from the public art approval and must be reviewed and approved by the Planning Director.
4. Specific public statue locations shall require approval of the Public Works and Leisure Service Directors.
5. Before the installation of any sculptures, the Ormond Beach Arts District Inc. is responsible for obtaining and providing all necessary insurance related to the sculptures. The Ormond Beach Arts District Inc. would be required to provide insurance to the city in an acceptable form and amount.

Ms. Motes expressed that in previous years the sculptures were popular, the reason the Board has moved forward with a 2026 tour and concluded that this application will be scheduled for the October 21, 2025, City Commission hearing at 7:00 p.m. in the City Commission Chambers.

It was confirmed that written consent from the private property owners have been received.

Ms. Truilo entertained a motion.

Ms. Franca made a motion to approve PZ-2025-000196, Seward Johnson 2026 Sculpture Tour. Ms. Stein seconded the motion. Vote was called and the motion was unanimously approved (7-0).

Ms. Truilo asked the Board for any other discussion on the item and closed the public hearing.

VI. OTHER BUSINESS

Ms. Truilo asked if there was any other business to discuss. There was none.

VII. PUBLIC COMMENTS

VIII. MEMBER COMMENTS

IX. ADJOURNMENT

The meeting was adjourned at 5:39 p.m.

Respectfully submitted,

Marcella Miller, Recording Secretary

ATTEST:

Julia Truilo, President

Minutes transcribed by Marcella Miller.